

FILED

APR 25 2024

JEANNIE GOFF
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO.: 24-0422

ORDINANCE NO.: 24-0199

INTRODUCED BY: COUNCIL MEMBER(s) Groetke

1 AN ORDINANCE TO AUTHORIZE JEFFERSON COUNTY TO
2 REIMBURSE THE CITY OF HERCULANEUM, MISSOURI UNDER THE TAX
3 REVENUE SHARING AGREEMENT FOR THE ONE-HALF OF ONE PERCENT
4 (1/2 OF 1%) ROAD IMPROVEMENT SALES TAX FOR THE PURPOSE OF
5 CAPITAL IMPROVEMENTS TO THE PUBLICLY MAINTAINED ROADS OF
6 JEFFERSON COUNTY.

7 WHEREAS, Pursuant to Ordinance 23-0536, Jefferson County, Missouri, (hereafter,
8 the "County") entered into an annual tax sharing agreement with the City of Herculaneum,
9 Missouri, (hereafter, the "Municipality") for the purpose of sharing and spending revenue,
10 generated by the imposition of a countywide sales tax, on programmed projects for the 2024
11 calendar year; and,

12 WHEREAS, the Municipality is required to submit reimbursement requests to
13 the County for appropriate expenditures on a periodic basis; and,

14 WHEREAS, the Municipality has requested reimbursement for the current period
15 as follows:

16	<u>Municipality</u>	<u>Reimbursement Request</u>
17	City of Herculaneum	\$171,603.94

1 **WHEREAS**, documentation for each request being made this period by the
2 Municipality is attached hereto as Exhibit A; and,

3 **WHEREAS**, the County finds that it is now necessary and in the best interest of the
4 County to reimburse these expenses from the funding account of this Municipality as
5 maintained by the Office of the County Treasurer, subject to funding account balance
6 limitations.

7 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
8 **AS FOLLOWS:**

9 Section 1: The County is authorized to reimburse the Municipality located within
10 Jefferson County as follows:

<u>Municipality</u>	<u>Reimbursement Request</u>
City of Herculaneum	\$171,603.94

13 Section 2: The Jefferson County, Missouri, Council hereby authorizes the
14 County to make reimbursement to the Municipality, per Exhibit A which is attached
15 hereto, and which is incorporated herein. The County Executive is further authorized to
16 take any and all actions necessary to carry out the intent of this Ordinance.

17 Section 3. Copies of all annual tax sharing agreements and anticipated projects,
18 along with all reimbursement requests received, shall be filed, and maintained by the
19 Department of the County Clerk consistent with the rules and procedures for the
20 maintenance and retention of records as promulgated by the Secretary of State.

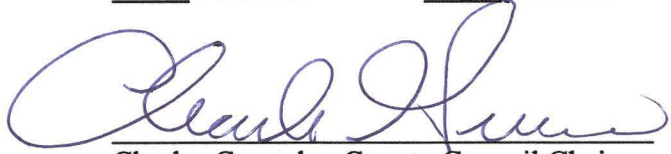
1 Section 4: This Ordinance shall be in full force and effect from and after its date
2 of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not
3 affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 22 DAY OF April, 2024:

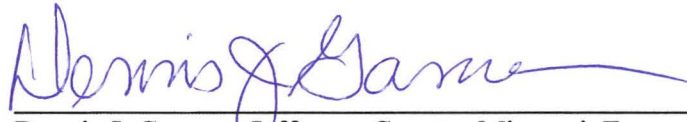
PASSED FAILED


Charles Groeteke, County Council Chair


Cherlynn Boyer, Council Executive Assistant

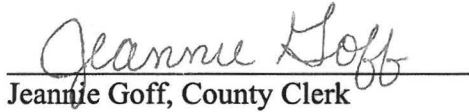
THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 24 DAY OF April, 2024.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2024.



Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:



Jeannie Goff, County Clerk

BY: 

Reading Date: 04-22-2024

REQUEST FOR REIMBURSEMENT OF COUNTY
ONE-HALF CENT SALES TAX

EXHIBIT A



ORDINANCE NO.

24-0199

FROM: CITY OF HERCULANEUM
DATE: 4/22/2024

PROJECT 1: Design & Construction services, Asphalt overlay for Setz, Crane,
Crystal Ct and Francois

\$171,603.94

PROJECT 2:

PROJECT 3:

PROJECT 4:

PROJECT 5:

PROJECT 6:

TOTAL REIMBURSEMENT REQUEST

\$171,603.94

EVALUATION DATE:	<u>4/22/2024</u>
EVALUATED BY:	<u>Daniel Naunheim, Deputy Director of Public Works</u>
APPROVAL DATE:	<u>On April 22, 2024 County Council agenda</u>
COMMENTS:	<u>Use acct string 461-9999-2510-9999-999999</u>
REVIEWER INITIALS:	<u>DRN</u>

February 2024 Road Tax Information

Road Tax District	Balance Forward	Sales Tax	Interest	Disbursement	Ending Balance
Arnold	\$ 7,086,504.26	\$ 154,159.04	\$ 32,994.47	\$ -	\$ 7,273,657.77
Byrnes Mill	\$ 514,380.99	\$ 14,935.87	\$ 2,408.53	\$ -	\$ 531,725.39
Cedar Hill Lakes	\$ 99,411.64	\$ 2,930.85	\$ 463.23	\$ (900.00)	\$ 101,905.72
Crystal City	\$ 182,408.43	\$ 29,177.55	\$ 940.80	\$ -	\$ 212,526.78
DeSoto	\$ 1,886,767.36	\$ 47,707.16	\$ 8,808.90	\$ -	\$ 1,943,283.42
Festus	\$ 2,200,094.89	\$ 74,148.53	\$ 10,338.98	\$ -	\$ 2,284,582.40
Festus Special	\$ 495,006.34	\$ 38,648.18	\$ 2,405.93	\$ -	\$ 536,060.45
Herculaneum	\$ 356,078.75	\$ 27,265.61	\$ 1,728.74	\$ -	\$ 385,073.10
Hillsboro	\$ 320,547.36	\$ 18,814.16	\$ 1,535.44	\$ -	\$ 340,896.96
Kimmswick	\$ 135,068.45	\$ 1,536.03	\$ 623.78	\$ -	\$ 137,228.26
Lake Tekakwitha	\$ 101,249.69	\$ 1,525.28	\$ 468.96	\$ -	\$ 103,243.93
Olympian Village	\$ 63,702.50	\$ 6,531.45	\$ 315.28	\$ -	\$ 70,549.23
Parkdale	\$ 255,971.74	\$ 1,004.00	\$ 1,175.22	\$ -	\$ 258,150.96
Peaceful Village	\$ 10,307.69	\$ 281.46	\$ 48.20	\$ -	\$ 10,637.35
Pevely	\$ 1,270,703.74	\$ 34,884.89	\$ 5,942.63	\$ -	\$ 1,311,531.26
Scottsdale	\$ 123,065.75	\$ 2,349.79	\$ 571.80	\$ -	\$ 125,987.34

City of Herculaneum
#1 Parkwood Ct.
Herculaneum, MO 63048
(636) 475-4447

March 29, 2024

Jefferson County Public Works
Attn: Jason Jonas
P.O. BOX 100
752 Maple Dr.
Hillsboro, MO 63050

Dear Mr. Jonas :

We are submitting the enclosed invoices for reimbursement from the Jefferson County Road Tax for the expense for engineering and asphalt overlay completed during the previous year for the following:

- Design and construction phase services
- Asphalt overlay for Setz, Crane, Crystal Ct., and Francois

The invoices for this project are included. The total amount we are requesting for reimbursement is \$171,603.94.

If you have any questions please call (636) 475-4447.

Thank You.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Johnson', with a long horizontal flourish extending to the right.

Mark Johnson
Public Works Coordinator

CMV Engineering, LLC

5751 Greenton Way
St. Louis, Missouri 63128
Telephone: 314-807-8149
E-Mail: cvogt@att.net

0552 - 5380

INVOICE NO. 5411

June 5, 2023

City of Herculaneum
One Parkwood Court
Herculaneum, Mo. 63048

Project: Herculaneum 2023 Asphalt Overlay Project

Design and Bidding Phase

100% Complete: \$ 10,900.00

AMOUNT DUE: \$ 10,900.00

CITY OF HERCULANEUM

CMVE

CMV ENGINEERING, LLC.

77742

06/05/23

5411

10,900.00

10,900.00

CMV Engineering, LLC

5751 Greenton Way
St. Louis, Missouri 63128
Telephone: 314-807-8149

E-Mail: cvogt@att.net

February 17, 2023

Mr. Jim Kasten
City Administrator
City of Herculaneum
One Parkwood Court
Herculaneum, MO 63048

**RE: Proposal –Engineering Services
Herculaneum – 2023 Overlay Program (Crane, Setz, Crystal Court, and Francois)**

Dear Mr. Kasten:

Thank you for giving CMV the opportunity to submit this proposal for the above referenced project. In accordance with our meeting yesterday, we offer the following professional services:

SCOPE OF SERVICES:

1. Design and Bidding Phase Services - 2023 Overlay Program

- a) Prepare project manual, specifications, job special provisions, detail sheets, and full set of bidding documents to improve the roads as shown on the attached map.
- b) Attend meetings as necessary.
- c) Bidding Phase Services –
 - Provide an electronic copy of the bid package to the City. The City will distribute the bid package to the contractors.
 - Answer contractor's questions during bidding and issue addenda (if required).
 - Conduct the bid opening and review submitted contractor bids, investigate low bidder(s) as required to evaluate their competency, and consult with the Owner on award of bid.

2. Construction Phase Services - 2023 Overlay Program

- a) Serve as Owner's representative for administering the terms of the construction contract for the City's 2023 Overlay Program.
- b) Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.
- c) Reject work not conforming to the project documents.
- d) Perform on-site nuclear density testing, and laboratory testing of loose mix samples.

- e) Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
- f) Measure and document quantities, and review estimates for payments due the Contractor
- g) Inspect materials and review material certifications furnished by the Contractor.

FEE:

- 1. The total amount of fee to be paid for the Scope of Services, Item 2 – “Design and Bidding Phase Services” as outlined in this proposal shall be a lump sum fee of \$10,900.00. ✓
- 2. The total amount of fee to be paid for the Scope of Services, Item 2 – “Construction Phase Services” as outlined in this proposal shall be a lump sum fee of \$7,850.00.

PAYMENT:

- 1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
- 2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
- 3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the CMV Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

CMV reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

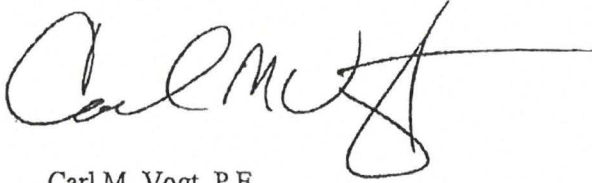
If you would like to authorize CMV to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below and returning one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 314-807-8149. Thank you.

Mr. Jim Kasten
Proposal – Engineering Services
February 17, 2023

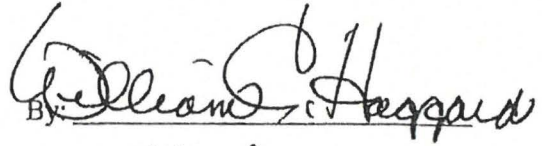
Page 3

Sincerely,



Carl M. Vogt, P.E.
President

Acceptance:
City of Herculaneum



By: _____
Title: MAYOR

Date: 3/6/23

Attachments – CMV Standard Terms & Conditions

Date From:	5/25/2023
Date To:	6/5/2023
Contractor:	Jokerst Paving & Contracting, Inc
Project Name:	Setz, Crane, Crystal Ct, Francois
Project No.	844

Pay Application #1 (FINAL)

	Description of Work	Units	Change Order		Change Order Scheduled Total Cost	Quantity Completed			Amount Earned	
			Scheduled Quantity	Scheduled Unit Price		Previous	This Period	To Date	This Period	To Date
Base Bid										
1	Mobilization	LS	1	\$ 9,550.00	\$ 9,550.00	0	1	1	\$ 9,550.00	\$ 9,550.00
2	Pavement Edge Milling	SY	1062.9	\$ 4.00	\$ 4,251.60	0	1062.9	1062.9	\$ 4,251.60	\$ 4,251.60
3	Asphalt Pavement (BP-1) – 1" Leveling Course	TON	288.85	\$ 99.00	\$ 28,596.15	0	288.85	288.85	\$ 28,596.15	\$ 28,596.15
4	Asphalt Pavement (BP-1) – 2" Surface Course	TON	523.06	\$ 88.00	\$ 46,029.28	0	523.06	523.06	\$ 46,029.28	\$ 46,029.28
5	Partial Depth Pavement Repair 2" additional mill and 2" BP-1 asphalt repair	SY	1032.1	\$ 15.70	\$ 16,203.97	0	1032.1	1032.1	\$ 16,203.97	\$ 16,203.97
Alternate Bid										
8	Mobilization	LS	1	\$ 1,200.00	\$ 1,200.00	0	1	1	\$ 1,200.00	\$ 1,200.00
9	Pavement Edge Milling	SY	147.8	\$ 4.30	\$ 635.54	0	147.8	147.8	\$ 635.54	\$ 635.54
10	Asphalt Pavement (BP-1) – 1" Leveling Course	TON	116.68	\$ 101.00	\$ 11,784.68	0	116.68	116.68	\$ 11,784.68	\$ 11,784.68
11	Asphalt Pavement (BP-1) – 2" Surface Course	TON	309.69	\$ 88.00	\$ 27,252.72	0	309.69	309.69	\$ 27,252.72	\$ 27,252.72
12	Partial Depth Pavement Repair 2" additional mill and 2" BP-1 asphalt repair	SY	350	\$ 21.00	\$ 7,350.00	0	350	350	\$ 7,350.00	\$ 7,350.00
Totals					\$ 152,853.94				\$ 152,853.94	\$ 152,853.94

L. Kater

Original Contract Sum \$ 168,295.00
 Revised Contract Sum \$ 152,853.94
 Percentage Complete to Date 100%
 Total Amount Earned to Date \$ 152,853.94
 Less Previous Payments \$ -
 Less Retainage \$ -
Amount Due This Estimate \$ 152,853.94

HERCULANEUM

JOKERST PA

JOKERST PAVING & CONTRACTING INC.

PAY APP #1

152,853.94

77783

06/16/23

152,853.94

signed by Mark D. Huber 23.06.06 10:56:51-05'00'	
FACTOR)	DATE
<i>6/14/23</i>	
ON ENGINEER)	DATE

Date From:	5/25/2023
Date To:	6/5/2023
Contractor:	Jokerst Paving & Contracting, Inc
Project Name:	Setz, Crane, Crystal Ct, Francois
Project No.	844

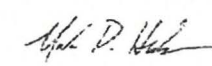
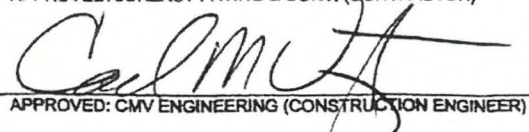
Pay Application #1 (FINAL)

	Description of Work	Units	Change Order		Change Order Scheduled Total Cost	Quantity Completed			Amount Earned	
			Scheduled Quantity	Scheduled Unit Price		Previous	This Period	To Date	This Period	To Date
Base Bid										
1	Mobilization	LS	1	\$ 9,550.00	\$ 9,550.00	0	1	1	\$ 9,550.00	\$ 9,550.00
2	Pavement Edge Milling	SY	1062.9	\$ 4.00	\$ 4,251.60	0	1062.9	1062.9	\$ 4,251.60	\$ 4,251.60
3	Asphalt Pavement (BP-1) – 1" Leveling Course	TON	288.85	\$ 99.00	\$ 28,596.15	0	288.85	288.85	\$ 28,596.15	\$ 28,596.15
4	Asphalt Pavement (BP-1) – 2" Surface Course	TON	523.06	\$ 88.00	\$ 46,029.28	0	523.06	523.06	\$ 46,029.28	\$ 46,029.28
5	Partial Depth Pavement Repair 2" additional mill and 2" BP-1 asphalt repair	SY	1032.1	\$ 15.70	\$ 16,203.97	0	1032.1	1032.1	\$ 16,203.97	\$ 16,203.97
Alternate Bid										
8	Mobilization	LS	1	\$ 1,200.00	\$ 1,200.00	0	1	1	\$ 1,200.00	\$ 1,200.00
9	Pavement Edge Milling	SY	147.8	\$ 4.30	\$ 635.54	0	147.8	147.8	\$ 635.54	\$ 635.54
10	Asphalt Pavement (BP-1) – 1" Leveling Course	TON	116.68	\$ 101.00	\$ 11,784.68	0	116.68	116.68	\$ 11,784.68	\$ 11,784.68
11	Asphalt Pavement (BP-1) – 2" Surface Course	TON	309.69	\$ 88.00	\$ 27,252.72	0	309.69	309.69	\$ 27,252.72	\$ 27,252.72
12	Partial Depth Pavement Repair 2" additional mill and 2" BP-1 asphalt repair	SY	350	\$ 21.00	\$ 7,350.00	0	350	350	\$ 7,350.00	\$ 7,350.00
Totals					\$ 152,853.94				\$ 152,853.94	\$ 152,853.94

Jokerst

Original Contract Sum \$ 168,295.00
 Revised Contract Sum \$ 152,853.94
 Percentage Complete to Date 100%
 Total Amount Earned to Date \$ 152,853.94
 Less Previous Payments \$ -
 Less Retainage \$ -

Amount Due This Estimate \$ 152,853.94

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:			
		 Digitally signed by Mark D. Huber Date: 2023.06.06 10:56:51-05'00'	
APPROVED: CITY OF HERCULANEUM (OWNER)	DATE	APPROVED: JOKERST PAVING & CONT. (CONTRACTOR)	DATE
		 APPROVED: CMV ENGINEERING (CONSTRUCTION ENGINEER)	6/14/23
	DATE		DATE

CHANGE ORDER No. 1 (FINAL)

CONTRACTOR: Jokerst Paving and Contracting
 PROJECT NAME: Herculaneum 2023

LOCATION: Setz, Crane, Crystal, Francois
 PROJECT NO.: Project #844

The Contractor is hereby directed to make the following changes from the contract:

1. DESCRIPTION AND REASON FOR CHANGE:
As-Built Quantities

2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.

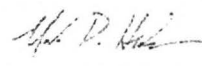


CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
Base Bid							
2 0	Pavement Edge Milling	630	1,062.90	432.90 SY	\$4.00	\$1,731.60	
3 0	Asphalt Pavement (BP-1) – 1" Levelling Course	275	288.85	13.85 TON	\$99.00	\$1,371.15	
4 0	Asphalt Pavement (BP-1) – 2" Surface Course	540	523.06	16.94 TON	\$88.00		\$1,490.72
5 0	Partial Depth Pavement Repair 2" additional mill and 2" BP-1 asphalt repair	1,600	1,032.10	567.90 SY	\$15.70		\$8,916.03
Alternate Bid							
9 0	Pavement Edge Milling	250	147.80	102.20 SY	\$4.30		\$439.48
10 0	Asphalt Pavement (BP-1) – 1" Levelling Course	170	116.68	53.32 TON	\$101.00		\$5,385.32
11 0	Asphalt Pavement (BP-1) – 2" Surface Course	330	309.69	20.31 TON	\$88.00		\$1,787.28
12 0	Partial Depth Pavement Repair 2" additional mill and 2" BP-1 asphalt repair	375	350.00	25.00 SY	\$21.00		\$525.00

TOTALS: \$3,102.75 \$18,543.81
 DIFFERENCE: (\$15,441.06)

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

4. COST ADJUSTMENTS TO THE CONTRACT:		
1. CONTRACT AMOUNT		\$ 168,295.00
2. OVERRUN THIS ORDER	\$3,102.75	
3. OVERRUN PREVIOUS ORDER	\$0.00	
4. UNDERRUN THIS ORDER	\$18,543.81	
5. UNDERRUN PREVIOUS ORDER	\$0.00	
6. PROJECT TOTAL		\$152,853.94

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:

		 Digitally signed by Mark D. Huber Date: 2023.06.06 10:56:51-05'00'
APPROVED: CITY OF HERCULANEUM (OWNER)	DATE	APPROVED: JOKERST PAVING & CONT. (CONTRACTOR)
		 6/14/23
	DATE	APPROVED: CMV ENGINEERING (CONSTRUCTION ENGINEER)
		

**AN ORDINANCE AUTHORIZING AND DIRECTING
THE MAYOR OF THE CITY OF HERCULANEUM TO ENTER
INTO AN AGREEMENT WITH JOKERST PAVING & CONTRACTING, INC.
FOR THE ASPHALT OVERLAY PAVING PROJECT 2023**

WHEREAS, the City of Herculaneum has made a determination that road surface replacement is needed for Setz St., Crane St., Crystal Ct., and Francois Dr. within the City of Herculaneum; and

WHEREAS, the project is known as the Asphalt Overlay Paving Project 2023; and

WHEREAS, bids for said services were solicited in accordance with Chapter 133 of the Code of Ordinances and Jokerst Paving & Contracting, Inc. was approved by the Board of Aldermen as the lowest, responsible bidder.

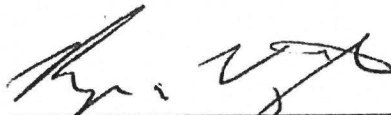
NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED BY THE BOARD OF ALDERMEN OF THE CITY OF HERCULANEUM, MISSOURI, AS FOLLOWS:

SECTION 1. The Mayor of the City of Herculaneum shall have the authority to sign the attached Owner-Contractor Agreement for the Asphalt Overlay Paving Project 2023 with Jokerst Paving & Contracting, Inc. in the amount of \$168,295.00.

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

SECTION 3. This ordinance shall not be codified.

READ (IN FULL TWO TIMES) (BY TITLE TWO TIMES, COPIES OF THE PROPOSED ORDINANCE HAVING BEEN MADE AVAILABLE FOR PUBLIC INSPECTION AT THE PLACE OF THE MEETING PRIOR TO THE TIME THE BILL WAS UNDER CONSIDERATION BY THE BOARD OF ALDERMAN) AND PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF HERCULANEUM, MISSOURI, THIS 15 DAY OF May, 2023.



RYAN A. WRIGHT, Mayor
City of Herculaneum

ATTEST:



LAURIE FERRETTI, City Clerk

CMV Engineering, LLC

5751 Greenton Way
St. Louis, Missouri 63128
Telephone: 314-807-8149
E-Mail: cvogt@att.net

INVOICE NO. 5412

June 20, 2023

City of Herculaneum
One Parkwood Court
Herculaneum, Mo. 63048

Project: Herculaneum 2023 Asphalt Overlay Project

Construction Services Phase

100% Complete: \$ 7,850.00

AMOUNT DUE: \$ 7,850.00

CITY OF HERCULANEUM

CMVE

5412

CMV ENGINEERING, LLC.

7,850.00

77786

06/21/23

7,850.00

CMV Engineering, LLC

5751 Greenton Way
St. Louis, Missouri 63128
Telephone: 314-807-8149

E-Mail: cvogt@att.net

February 17, 2023

Mr. Jim Kasten
City Administrator
City of Herculaneum
One Parkwood Court
Herculaneum, MO 63048

**RE: Proposal –Engineering Services
Herculaneum – 2023 Overlay Program (Crane, Setz, Crystal Court, and Francois)**

Dear Mr. Kasten:

Thank you for giving CMV the opportunity to submit this proposal for the above referenced project. In accordance with our meeting yesterday, we offer the following professional services:

SCOPE OF SERVICES:

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- a) Prepare project manual, specifications, job special provisions, detail sheets, and full set of bidding documents to improve the roads as shown on the attached map.
- b) Attend meetings as necessary.
- c) Bidding Phase Services –
 - Provide an electronic copy of the bid package to the City. The City will distribute the bid package to the contractors.
 - Answer contractor's questions during bidding and issue addenda (if required).
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2. Construction Phase Services - 2023 Overlay Program

- a) Serve as Owner's representative for administering the terms of the construction contract for the City's 2023 Overlay Program.
- b) Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.
- c) Reject work not conforming to the project documents.
- d) Perform on-site nuclear density testing, and laboratory testing of loose mix samples.

- e) Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
- f) Measure and document quantities, and review estimates for payments due the Contractor
- g) Inspect materials and review material certifications furnished by the Contractor.

FEE:

- 1. The total amount of fee to be paid for the Scope of Services, Item 2 – “Design and Bidding Phase Services” as outlined in this proposal shall be a lump sum fee of \$10,900.00.
- 2. The total amount of fee to be paid for the Scope of Services, Item 2 – “Construction Phase Services” as outlined in this proposal shall be a lump sum fee of \$7,850.00.

PAYMENT:

- 1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
- 2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
- 3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the CMV Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

CMV reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize CMV to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below and returning one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 314-807-8149. Thank you.