

BILL NO. 42-14

ORDINANCE NO. 2174

AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE AN ENGINEERING AGREEMENT BETWEEN GONZALEZ COMPANIES, LLC AND THE CITY OF WARRENTON, MISSOURI FOR WASTE WATER TREATMENT PLANT PHASE 1 IMPROVEMENTS

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WARRENTON MISSOURI, AS FOLLOWS:

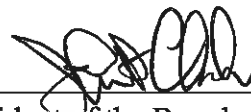
SECTION I: That the Mayor is hereby authorized to execute on behalf of the City of Warrenton an engineering agreement with Gonzalez Companies, LLC for waste water treatment plant phase 1 improvements. A copy of said agreement is attached hereto as Exhibit "A" and made a part hereof by reference.

SECTION II. If any section, subsection, sentence, clause, phrase or portion of this amendment is for any reason held invalid or unconstitutional by a judgment of a court of competent jurisdiction, as to which not further appeal right exists, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity or remaining portions hereof.

SECTION III. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION IV. This Ordinance shall take effect and be in full force from and after passage and approval thereof.

READ TWO TIMES AND PASSED by the Board of Aldermen of the City of Warrenton, Missouri, this 17th day of June, 2014.



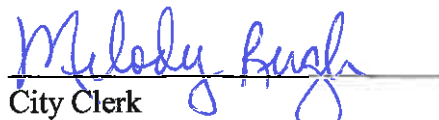
President of the Board of Aldermen

APPROVED BY THE MAYOR of the City of Warrenton, Missouri, this 17th day of June, 2014.



Mayor

ATTEST:



City Clerk



Gonzalez Companies, LLC
Construction Management – Civil Engineering
1750 S Brentwood Boulevard, Ste. 700
St. Louis, MO 63144
314-961-1888 Fax: 314-961-1814
www.gonzalezcos.com

AGREEMENT FOR PROFESSIONAL SERVICES

TO CITY OF WARRENTON
ATTN: MS. TERRI THORN
200 WEST BOONESLICK
WARRENTON, MO 63383

DATE June 16, 2014

PROJECT WASTEWATER SYSTEM CAPITAL IMPROVEMENT PROJECTS,
PHASE 1
PROJECT NO. 14-212
DEPARTMENT Design Engineering
PROJECT TYPE Wastewater

SECTION 1 DEFINITIONS AND PARTIES

This is an AGREEMENT between GONZALEZ COMPANIES, LLC, hereinafter referred to as the ENGINEER, and the CITY OF WARRENTON hereinafter referred to as the CLIENT.

The CLIENT proposes to engage the ENGINEER to furnish certain professional services in connection with the WASTEWATER SYSTEM CAPITAL IMPROVEMENT PROJECTS, which work is hereinafter referred to as the PROJECT.

SECTION 2 SCOPE OF SERVICES

BACKGROUND

ENGINEER completed the City of Warrenton, Missouri, Wastewater System 5-Year Capital Improvement Plan (CIP) Report for the CLIENT in April 2014 to evaluate existing wastewater system components and provide engineering recommendations for improvements. CLIENT has decided to implement the design of projects identified as Priority 1 in the report. CLIENT is retaining the services of ENGINEER to design and prepare documents for the purpose of permitting and bidding for construction the CIP Priority 1 projects. Furthermore, ENGINEER will assist CLIENT during bidding and construction phases for the proposed project.

The Priority 1 CIP projects include the following:

- Water Street Lift Station (Bid Package #1)
- Water Street Lift Station Force Main Replacement (Bid Package #2)
- East Interceptor Capacity Upgrade (Bid Package #2)
- Wastewater Treatment Plant (WWTP) Screen Headworks Upgrade (Bid Package #1)

Based on direction from CLIENT, ENGINEER is assuming the project deliverables will be developed and delivered to CLIENT as two separate bid packages, as identified.

TASK 1 SURVEY

ENGINEER will establish horizontal control points and vertical benchmarks within the project site of the WWTP screen headworks and lift station projects, and at intervals not to exceed 400 feet along the pipe corridors for the East Interceptor Sewer and Water Street Force Main. Survey control points will be established and tied to Missouri State Plane coordinate system, east zone, and NAVD88 vertical datum. Survey control points will have 3-point reference ties established tying to known existing features. Survey control point notations with 3-point tie details will be included on completed topographic drawing. ENGINEER will perform property research to obtain plats and or deed documents as necessary for the definition of parcels along project corridor. Current ownership and parcel information will be identified on a strip map. ENGINEER will perform sufficient boundary survey work for the delineation of existing parcels along project corridor. ENGINEER will locate and identify right of way markers and property corner monumentation within project corridor. Existing parcels, easements, roadway centerlines and existing rights of way within the surveyed limits along project corridor will be delineated to define limits of current ownership and for the later preparation of easement acquisition documents.

ENGINEER will topographically survey the project areas for the WWTP Headworks and Water Street Lift Station conceptually shown in Figure 8 of the CIP. ENGINEER will collect points for tops of structures adjacent to project areas. ENGINEER will provide depth measurements for manholes, drainage structures, valve vaults, outfall pipes, and their diameters/material, etc. ENGINEER will contact Missouri One-Call for site markings and utility maps to approximate location of existing utilities within project area. ENGINEER will locate all existing surface features, improvements, trees and landscaping within these project corridor limits, and those underground features (including utilities) that can be inferred from surface evidence or utility locator services. ENGINEER will take sufficient ground and break line shots to define terrain. ENGINEER will include topographic information for existing WWTP lift station and existing Water Street Lift Station top slabs, corners, and other above ground structures and features. ENGINEER will provide edge of pavement and centerline of existing driveways, and edges of sidewalks. All creek crossings affected by the PROJECT will be located, and will include water surface elevations and flowline creek-bottom elevation.

ENGINEER will topographically survey a 60' corridor to be used for majority of East Interceptor sewer and force main alignment. Where project is in existing right of way, ENGINEER will provide full right of way width topo, plus additional 20' beyond right of way on each side. Roadway crossing topo will include intermediate information of pavement edges, striping, and crown of pavement. Railroad crossing topo will include information of each top of rail and ballast location. ENGINEER assumes that physical access to railroad right-of-way will not be required as conditions will be favorable for using specialty surveying equipment to collect railroad information. ENGINEER will provide creek crossing topo including water surface elevation at the time of survey, and creek bottom flowline elevations. ENGINEER will provide depth measurements for manholes, drainage structures, valve vaults, outfall pipes, and their diameters/material, etc. along alignment. ENGINEER will contact Missouri One-Call for site markings and utility maps to approximate location of existing utilities within alignment area. ENGINEER will locate all existing surface features, improvements, trees areas and landscaping

within project corridor limits. ENGINEER will obtain sufficient ground and grade-break line information to define terrain.

ENGINEER will obtain up to forty one (41) informational title reports in this AGREEMENT. ENGINEER will obtain reports from a local title company. ENGINEER will review reports to confirm ownership and vesting documents. ENGINEER will incorporate property information from title reports, including easements into project drawings. Informational title reports do not include title insurance.

ENGINEER will prepare up to forty one (41) easement acquisition exhibits. Individual exhibits will be provided on 8-1/2" x 11" paper and formatted in accordance with Missouri state statutes for proper recording at the Warren County recorder's office. Exhibits will be drawn to scale. ENGINEER will provide a separate detailed legal description for any easement (temporary construction or permanent utility) that will be required to match prepared individual easement exhibits. A copy of each legal description will be provided in hard copy signed and sealed by a Missouri-registered professional land surveyor (PLS), PDF and electronic format (Microsoft Word).

TASK 2 GEOTECHNICAL AND ENVIRONMENTAL INVESTIGATIONS

ENGINEER will explore the subsurface conditions for the PROJECT area at select locations and develop general design and construction recommendations for the foundations and earth-related phases of the project. ENGINEER will perform a total of up to eleven (11) geotechnical borings at the WWTP screen headworks site, Water Street Lift Station, and along the East Interceptor Sewer and Water Street Force Main corridors. Based on research of the PROJECT area, solid rock formations are not anticipated to be encountered, therefore, ENGINEER will perform up to a total of 235 vertical feet of soil drilling. Included are two (2) Shelby tube samples, and appropriate soil sampling, including Standard Penetration Tests (SPTs) at 2.5-foot intervals in the upper 10 feet, and 5-foot interval thereafter. Groundwater will be observed while drilling and at the completion of the drilling program. Backfilling of bores holes will use soil cuttings, with excess cuttings distributed across the site.

ENGINEER will perform laboratory testing of soil samples including:

- Classification, natural moisture content, and hand penetrometer values of each appropriate soil sample.
- Two (2) Atterberg limits tests and two (2) grain size tests.
- Unit weights and triaxial testing for Shelby tube samples.
- Graphical boring logs for the boreholes and a legend to aid in interpretation of the logs.

Results of the investigation and laboratory testing will be analyzed and compiled into a report, which will also include a geological overview of the PROJECT area, explanation of the site conditions, project area topography map, and boring location scheme, subsurface conditions, foundation considerations, and construction considerations.

Based on ENGINEER's review of available resource maps, the PROJECT is located in several potential areas that may possess wetlands and/or waterbodies. Wetlands and waterbodies that may be identified would likely be considered waters of the United States and under the

jurisdiction of the U.S. Army Corps of Engineers (USACE). Any impact to such a waterbody, including filling, crossing with utilities, relocating, or discharging into, would likely require a Section 404 Permit from the USACE and Section 401 Water Quality Certification from Missouri Department of Natural Resources (MDNR). Additionally, the proposed project is located along several forested areas that have the potential to contain threatened and endangered species habitat, specifically roosting habitat for the federally-endangered Indiana bat. Any potential effects to threatened and endangered species habitat will need to be coordinated through the United States Fish and Wildlife Service (USFWS) and Missouri Department of Conservation (MDC) for review prior to construction.

The intent of wetland research and site reconnaissance will be to determine the extent of on-site waterbodies and wetlands likely considered to be waters of the United States and regulated by the USACE. ENGINEER will research available in-house publications of local, state, and federal agencies that may characterize the sites and project corridor for certain design conditions. These sources include United States Geological Survey (USGS) Topographic maps, National Wetland Inventory (NWI) maps, Natural Resource Conservation Services (NRCS) Soil maps, and available aerial photographs. ENGINEER will conduct an exploratory wetlands survey of the project areas and the proposed pipe corridors to aid in characterizing and delineating waters of the United States and potential wetland areas. ENGINEER will perform a wetland survey of a 60-foot-wide corridor (30 feet on either side of the project centerline) for the entire extent of the proposed sewer line. The exploratory survey will be conducted using methods in accordance with the Regional Supplement to the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual, to aid in characterizing and delineating waters of the United States and potential wetland areas. Although wetlands or waterbodies may be identified, the USACE has the sole authority to determine if any features identified are under their jurisdiction. The limits and sizes of wetlands and waterbodies will be recorded using a Global Positioning System (GPS) unit with sub-meter accuracy. Representative photographs will be taken, and the existing vegetation, hydrology, and soil will be characterized and documented on appropriate field data forms. Results of the field exploration will be mapped on the proposed site plan or available topographic map as well as summarized in a report. ENGINEER will prepare a report that will include a narrative and illustrative delineation of suspect waterbodies and wetlands, wetland determination data forms (if necessary), photographic summary of the existing site conditions, and any supporting maps deemed necessary. ENGINEER will submit a copy of the wetlands delineation report to CLIENT prior to use in permitting applications with regulatory agencies.

ENGINEER will assess the site conditions to document if the site contains potential habitat for threatened and endangered species. The site assessment will be available for USFWS and MDC review. ENGINEER's assessment will include documenting and photographing the dominant tree communities and general habitat conditions that exist within the project corridor. ENGINEER will also document the current land-use of the site surrounding properties. Based on preliminary review of the site, it appears that several forested riparian areas exist within or near the project boundaries. Due to regulations regarding the Indiana bat, a federally-endangered species that roosts in wooded areas during the summer months, the regulatory agencies typically require a restricted timeframe for tree clearing activities. Tree clearing is typically restricted to occur in the winter months, when tree clearing is less likely to disturb the Indiana bat. Therefore, ENGINEER will complete the Bat Habitat Assessment Forms for submittal to the USFWS. If trees are to be cleared during the roosting period of the Indiana bat, additional coordination and

studies will likely be required by the USFWS. ENGINEER will review the USFWS County distribution list for threatened and endangered species prior to preparing an endangered species consultation letter. The consultation letter, including the associated maps and forms, will be submitted to the USFWS requesting their review of the site and proposed project for potential adverse effects to threatened and endangered species. The letter will formally request a response from the USFWS. Additionally, an endangered species consultation will be conducted through the Natural Heritage Review process with MDC. The Natural Heritage Review provides documentation to establish threatened and endangered species compliance with MDC regarding the proposed project. The review documentation will be submitted to CLIENT along with ENGINEER's recommendations upon completion.

TASK 2 assumptions and clarifications:

- ENGINEER's fees do not include the additional cost of union operators or laborers.
- This proposal assumes CLIENT will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. ENGINEER will contact the Missouri One Call system to have the locations of public utilities marked.
- ENGINEER assumes that physical access to the railroad right of way will not be required.
- The intent of ENGINEER's natural resource services will be to characterize the existing site conditions and determine the extent of existing wetlands and waterbodies using methods in accordance with the Regional Supplements to the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual and in accordance with local practices accepted by the St. Louis Regulatory Branch of the USACE. Although ENGINEER will provide a professional opinion regarding the potential regulation of any wetlands or waterbodies identified, the USACE has the sole authority to determine which wetlands and waterbodies are under their jurisdiction. ENGINEER's services in no way guarantee the acquisition of a permit from the USACE and MDNR. ENGINEER will also provide the USFWS and MDC the information necessary to determine any potential impacts to threatened and endangered species as a result of the proposed project.
- The scope of natural resource services included in this task will be concluded with the submittal of the wetland delineation report to CLIENT and submittal of the threatened and endangered species correspondence to the USFWS and MDC. Additional services may be required following submittal of the report. Other federal, state, or local agencies may require additional information regarding your project. ENGINEER's specific involvement in these phases of the project cannot be estimated at this time. ENGINEER will notify CLIENT of the project budget before proceeding with any given phase.

TASK 3 DESIGN

ENGINEER will develop design documents for the proposed wastewater system CIP projects to conform to Missouri Department of Natural Resources (MDNR) design standards. ENGINEER will develop an engineering design report for the identified projects to be used for the purpose of permitting. Design parameters from the engineering design report will be used to develop plan drawings and specifications that will be used for the purpose of bidding and construction. Bidding and construction documents for the PROJECT will be contained in two (2) separate packages of documents.

ENGINEER will organize and conduct a design kick-off meeting, including site visit of the PROJECT, to view the project areas and to solicit feedback from CLIENT to better understand existing system deficiencies, limitations, and issues. The results of this meeting will provide ENGINEER with guidance to develop the engineering design report, and the concepts for 30% draft submittal.

ENGINEER will prepare, for review and approval by CLIENT, 30%, 90%, and Final Draft Submittals consisting of Drawings and Specifications setting forth in increasing detail the Construction Work required. The Contract Documents will detail civil, structural, mechanical, plumbing, electrical, instrumentation and architectural design to identify, quantify, locate and describe the Construction Work required. CLIENT's representative will provide written confirmation at each draft submittal that, in their opinion, the project is consistent with scope of work as described herein this AGREEMENT.

ENGINEER will provide two (2) copies of Submittal Documents at the 30%, 90% and Final Draft levels for review by CLIENT. A Table of Contents for the specifications will be included in the 30% submittal. Full draft specifications will be included in the 90% and Final Draft sets.

ENGINEER assumes the scope of proposed improvements for the PROJECT are as described below:

The proposed Water Street Lift Station will be designed to replace the existing Water Street Lift Station, and be sized for a peak flow of 4.5 MGD. The existing Water Street Lift Station will be demolished after the proposed Water Street Lift Station is commissioned and placed in service. Major components of the design will include:

- 30' x 15' x 27' cast-in-place concrete wet well with top near existing grade.
- Three (3) new variable speed submersible pumps: 2 duty, 1 standby.
- Davit crane or monorail hoist to remove pumps from wet well.
- Cast-in-place concrete valve vault to house check and plug valves.
- New electrical service.
- Associated instrumentation including flow meter.
- Associated electrical and controls mounted in exterior panels.
- Control panel design and wiring diagram to equipment and instrumentation is assumed be provided by City's SCADA integrator. ENGINEER will develop a process and instrumentation diagram with a performance specification for programmable logic controllers. This information will be used by the City's SCADA integrator to design and assemble these components for Contractor purchase.
- Required connections between new lift station and existing piping.
- Required site improvements including grading, drainage and fencing. Site disturbance is assumed to be less than 1 acre.
- Demolition of existing Water Street Lift Station

The proposed Water Street Lift Station is proposed to pump into a new 16-inch force main pipe, which will transmit wastewater to the East Interceptor Sewer. The new 16-inch force main is proposed to be installed adjacent to the existing Water Street Lift Station force mains,

which are proposed to be abandoned in place. It is anticipated that the design will include one (1) crossing of State Highway M and the adjacent Norfolk Southern Railroad, requiring trenchless design. ENGINEER assumes that up to six (6) easements will be required for construction of the proposed 16-inch force main. The preparation of these easement exhibits is in TASK 1 of this AGREEMENT.

The East Interceptor Sewer currently consists of 18-inch sewer from the WWTP to the point of discharge from the Water Street Lift Station. Based on build-out flows for the current facility planning area, the existing East Interceptor Sewer is hydraulically insufficient. ENGINEER will design improvements that would supplement the existing system with a relief sewer pipe that would parallel the existing East Interceptor sewer pipe. Hydraulic interconnects between existing manholes and proposed would be included in the design. The proposed East Interceptor Sewer pipe would consist of 24-inch and 21-inch pipe as recommended in the CIP. It is anticipated that the design will include one (1) crossing of Interstate highway 70 (I-70) and one (1) crossing of State Highway AA, both requiring trenchless crossing design. Improvements or rehabilitation of the existing sewer pipes are not included in this scope of work.

The proposed WWTP screen headworks facility has deviated in scope from the CIP report with CLIENT's purchase of additional property neighboring the existing WWTP to the South. The proposed screen headworks facility is proposed to be an independent structure to be constructed on the CLIENT's newly acquired property immediately south of the existing WWTP. The proposed headworks facility will include a building to shelter proposed equipment, and will be designed to meet National Fire Protection Association (NFPA 820) standards for pretreatment facilities. The proposed WWTP screen headworks facility shall be sized for a peak flow of 12.0 MGD and will provide:

- Hydraulic structure shall be cast-in-place concrete to house headworks equipment.
- An intermediate floor shall be provided to permit raking of manual bar screen.
- Access to intermediate floor shall be via stairs.
- Structure above grade shall be concrete block with wood trusses and shingled roof.
- Structure shall have an overhead door for screenings dumpster access and screen removal.
- A separate electrical room with exterior entrance shall be provided.
- At least two (2) man doors shall be provided.
- Materials of construction shall be corrosion resistant.
- Two (2) existing sewers shall be combined into one (1) 42-inch sewer.
- Single 42-inch inlet sewer shall enter at common box connected to two (2) channels.
- A coarse rock basket will collect heavy materials from the 42-inch sewer.
- A self-cleaning 6 mm perforated plate stainless steel screen shall be provided in one channel.
- Screen shall have a capacity of 12 MGD and be capable of rotating out of channel.
- A manually cleaned bypass screen shall be provided in the second channel.
- Gates will control flow through channels.
- Channels shall be covered with aluminum plate and rubber mats.
- Screenings washer/compactor shall be located on the upper floor.

- Space for two (2) screenings dumpsters, one (1) duty, one (1) standby.
- Gantry hoist for maintaining perforated plate screen.
- Short piping modifications (50 – 100 feet) to hydraulically connect the proposed WWTP screen headworks to the existing WWTP.
- Heating and ventilation system in compliance with NFPA 820.
- Ventilation system shall maintain negative pressure in the pretreatment area.
- Ventilation system shall maintain positive pressure in the electrical room.
- Electrical control room integral to WWTP screen headworks structure.
- Associated electrical, controls, and instrumentation. Control panel design and wiring diagram to equipment and instrumentation is assumed be provided by City's SCADA integrator. ENGINEER will develop a process and instrumentation diagram with a performance specification for programmable logic controllers. This information will be used by the City's SCADA integrator to design and assemble these components for Contractor purchase.
- Power shall be extended from the existing Wastewater Treatment Plant.
- Required site improvements including grading, drainage and fencing. Site disturbance is assumed to be less than 1 acre. This scope does not include the design of access roads or other improvements beyond the proposed screen headworks fence. It is assumed that design of the access road beyond the proposed screen headworks fence is being performed by ENGINEER under separate AGREEMENT.

TASK 4 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

ENGINEER will prepare a single SWPPP Manual for the PROJECT in accordance with the minimum requirements of 10 CSR 20-6.200, and conforming to the MDNR General Operating Permit for Land Disturbance. The SWPPP will be included for submittal to the MDNR for Land Disturbance Permit, and will also be included in the construction documents for the PROJECT.

TASK 5 UNITED STATES ARMY CORPS OF ENGINEERS (USACE) INITIAL APPLICATION FOR DEPARTMENT OF ARMY PERMIT ASSISTANCE

ENGINEER will prepare an USACE Application for Department of Army Permit, with supporting documentation as discussed in TASK 2, for initial application to cross waters of the United States. ENGINEER will provide the application package for CLIENT signature, and will submit the application package on CLIENT's behalf. ENGINEER will meet one (1) time with USACE for the initial application of the PROJECT.

Jurisdictional decision by the USACE, or other regulatory agencies may require additional information be submitted regarding the PROJECT, and cannot be predicted. Therefore, any effort by ENGINEER beyond the initial application process is not included in this AGREEMENT.

TASK 6 MISSOURI DEPARTMENT OF NATURAL RESOURCES (MDNR) LAND DISTURBANCE PERMIT ASSISTANCE

ENGINEER will assist CLIENT's Contractor in the preparation of an MDNR Water Protection Program ePermit and required attachments for initial application on behalf of CLIENT for the PROJECT. It is assumed that the PROJECT will be permitted under MDNR General Permit for Land Disturbance. Issuance of the General Permit for the PROJECT may be contingent on the

issuance of applicable permits or other notice by USACE and other regulatory agencies as described in TASK 5.

TASK 7 MDNR WATER PROTECTION PROGRAM APPLICATION FOR CONSTRUCTION PERMIT – SEWER EXTENSION ASSISTANCE

ENGINEER will prepare a MDNR Application for Construction Permit – Sewer Extension with supporting documentation on behalf of CLIENT for the construction of the East Interceptor Sewer, and Water Street Lift Station and Force Main portions of the PROJECT, including technical memoranda for the respective projects as prepared in TASK 3. CLIENT will provide signature approval on the permit application for ENGINEER to submit to the regulating agency. ENGINEER will provide responses to questions and comments from the regulating agency.

TASK 8 MDNR WATER PROTECTION PROGRAM APPLICATION FOR CONSTRUCTION PERMIT – WASTEWATER TREATMENT FACILITY ASSISTANCE

ENGINEER will prepare a MDNR Application for Construction Permit – Wastewater Treatment Facility, MDNR Form A – Application for Construction or Operating Permit, and MDNR Form B2 – Application for Construction or Operating Permit for Facilities Which Receive Primarily Domestic Waste and Have a Design Flow More Than 100,000 Gallons Per Day with supporting documentation for the construction of the East Interceptor Sewer, and Water Street Lift Station and Force Main portions of the PROJECT on behalf of CLIENT including technical memoranda for the respective projects as prepared in TASK 3. CLIENT will provide signature approval on the permit application for ENGINEER to submit to the regulating agency. ENGINEER will provide responses to questions and comments from the regulating agency.

TASK 9 MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) PERMIT APPLICATION TO WORK ON RIGHT OF WAY ASSISTANCE

ENGINEER will prepare a Missouri Highway and Transportation Commission Permit to Work on Right of Way permit application with supporting documentation on behalf of CLIENT for the PROJECT related to proposed crossings of MODOT rights of way. CLIENT will provide signature approval on the permit application for ENGINEER to submit to the regulating agency. ENGINEER will provide responses to questions and comments from the regulating agency.

TASK 10 NORFOLK SOUTHERN APPLICATION FOR PIPE OR WIRE OCCUPANCY PERMIT ASSISTANCE

ENGINEER will prepare a Norfolk Southern Corporation (Railroad) Application for Pipe or Wire Occupancy with supporting documentation on behalf of CLIENT for the PROJECT related to the proposed crossing of existing railroad right of way. CLIENT will provide signature approval on the permit application for ENGINEER to submit to the reviewing authority. ENGINEER will provide responses to questions and comments from the reviewing authority.

Note that the associated application fee does not encompass charges imposed by Norfolk Southern for the utility license, insurance, and other matters.

TASK 11 BIDDING ASSISTANCE

ENGINEER will assist CLIENT in soliciting bids from Contractors to perform the proposed work. ENGINEER will:

1. Submit fifteen (15) sets of bid plans and project manuals for each of the two (2) bid packages to CLIENT for CLIENT to sell to prospective bidders.
2. Assist CLIENT in preparing an advertisement to bid.
3. Organize and conduct a prebid meeting for each of the two (2) bid packages.
4. Respond to Contractors' bid questions.
5. Assist CLIENT at bid openings for each of the two (2) bid packages, and prepare the project bid tabulation for each bid package.
6. Review each of the two (2) submitted lowest bids for conformance to project specifications, and provide the engineer's letter of recommendation to award the contract to the lowest qualified bidders.

TASK 12 SERVICES DURING CONSTRUCTION

ENGINEER will make visits to the site at intervals approved by CLIENT to observe construction activities. Based on observations made during those visits, ENGINEER will report, for the benefit of the CLIENT, whether the work is progressing in accordance with contract documents and endeavor to guard CLIENT from defective work. ENGINEER is not required or expected to make exhaustive or continuous inspections on the site to check the quality or quantity of the CLIENT's Contractor's work. Without limitation, during, or as a result of ENGINEER's visits / observations of CLIENT's Contractor's work, ENGINEER will not supervise, direct, control or have any authority over or be responsible for contractor's means, methods, techniques, sequences, or procedures of construction, including any safety precautions (life/health or property) and/or programs incidental thereto, or for any failure of contractor to comply with laws and regulations applicable to the performance of work.

Services during construction to be performed by ENGINEER include:

- Attendance at the preconstruction meetings for each of the two (2) bid packages assumed to be organized and conducted by the Contractors.
- Review of Contractor-submitted shop drawings and product data sheets to verify conformance to PROJECT plans and specifications. ENGINEER will review one (1) set of initial shop drawings and up to one (1) set of resubmitted shop drawings,
- Review and response to construction requests for information (RFI).
- Contact and coordination with Contractors for scheduled work to perform construction observation activities for each of the two (2) bid packages.
- Onsite limited construction observation up to 1,800 hours, based on a construction period of eighteen (18) months, to verify work is progressing in accordance with PROJECT plans and specifications. Work includes preparation of construction observation reports. This task will include construction observation of major construction activities including:
 - Lift station startup
 - Headworks startup
 - Manhole and gravity sewer line testing
 - Flushing of force main pipe
 - Hydrostatic pressure testing of force main pipe
 - Physical connections to existing infrastructure

- Substantial completion project walkthrough and preparation of construction punch list for each of the two (2) bid packages
- Final walkthrough for each of the two (2) bid packages
- Review of monthly pay requests submitted by CLIENT's Contractors for each of the two (2) bid packages.
- Attendance at monthly progress meetings assumed to be organized and conducted by the Contractor for each of the two (2) bid packages. ENGINEER assumes the respective monthly progress meetings for each of the two (2) bid packages will occur consecutively in the same day.
- Review of Contractor-submitted record drawings for each of the two (2) bid packages to confirm their consistency with as-built conditions.
- Certification of Completion correspondence to the listed Permitting Agencies identified in Task 5.

GENERAL ASSUMPTIONS AND CLARIFICATIONS

1. Subsurface utility investigation or subsurface utility engineering (SUE) is not included in this scope of work. It is assumed that any investigative test holes for existing utilities that may assist in the preparation of the design documents will be performed or contracted by CLIENT separate of this agreement.
2. This proposal does not include assistance for the negotiation or acquisition of property or easements.
3. CLIENT shall be responsible for payment of all applicable permit application fees.
4. ENGINEER's assumption of construction duration of eighteen (18) months is based on the Contractors performing concurrent construction activities for all of the projects identified in the CIP as the PROJECT.
5. ENGINEER assumes that CLIENT will be involved during the course of the project including, but not limited to the following, activities:
 - a. Provide ENGINEER with available record information related to the PROJECT.
 - b. Attend design review meetings, along with other meetings and site visits as required.
 - c. Provide timely approval of deliverables from ENGINEER.
 - d. Plan, coordinate, and facilitate public meetings as required.
 - e. Attend pre-bid meeting, review addenda, and open bids.
 - f. Review the bid evaluation and recommendation of award provided by ENGINEER.
 - g. Attend monthly construction meetings, along with other meetings and site visits as required.
 - h. Provide final approval of pay requests including submittals to the Board, after initial review by the ENGINEER.
 - i. Construction staking is not included in this proposal, and will be specified as the Contractor's responsibility.

SECTION 3 ESTIMATED TIME FOR PERFORMANCE

ESTIMATED DELIVERABLES SCHEDULE

30% Design Submittal 150 days from NTP
 90% Design Submittal 85 days from receipt of CLIENT approval
 for 30% Design Submittal

Final Design and Initial Permit Applications
 Submittal 60 days from receipt of CLIENT approval
 for 90% Design Submittal

SECTION 4 COMPENSATION

The ENGINEER agrees to perform the tasks 1 through 13 within SECTION 2 SCOPE OF SERVICES for a LUMP SUM fee of One Million, One Hundred and Forty Three Thousand, Two Hundred, and Five dollars (1,143,205 USD) unless scope changes occur. CLIENT will be billed based on a composite of percent complete with SECTION 2 SCOPE OF SERVICES. The ENGINEER may submit invoices as frequently as monthly.

The ENGINEER will use the address listed below for receiving payments from the CLIENT.

Gonzalez Companies, LLC
Attn: Accounting, GCos #14-212
1750 S. Brentwood Blvd, Suite 700
Saint Louis, MO 63144

The CLIENT will use the address listed below for receiving invoices from the ENGINEER.

CITY OF WARRENTON
Attn: Ms. Terri Thorn
200 WEST BOONESLICK
WARRENTON, MO 63383

SECTION 5 TERMS AND CONDITIONS

1. **STANDARD OF PERFORMANCE**
The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
2. **INSURANCE**
ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 per claim for
3. **OPINIONS OF PROBABLY COST (COST ESTIMATES)**
Any opinions of probably project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contract(s) methods of determining prices, or over protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, CLIENT/OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT/OWNER. ENGINEER agrees to indemnify CLIENT/OWNER for the claims covered by ENGINEER's insurance.

competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. **CONSTRUCTION PROCEDURES**

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT/OWNER agrees to include ENGINEER as an indemnified party in CLIENT/OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT/OWNER. Further, CLIENT/OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. **CONTROLLING LAW**

This Agreement is to be governed by the law of the state of Missouri or if agreed in writing with CLIENT/OWNER where ENGINEER'S services are performed.

6. **SERVICES AND INFORMATION**

CLIENT/OWNER will provide all criteria and information pertaining to CLIENT/OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT/OWNER will also provide copies of any CLIENT/OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. CLIENT/OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT/OWNER agrees to bear full responsibility for the technical accuracy and content of CLIENT/OWNER-furnished documents and services.

In performing professional engineering, construction management, and related services hereunder, it is understood by CLIENT/OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT/OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT/OWNER's legal and financial interests. To that end, the CLIENT/OWNER agrees that CLIENT/OWNER or the CLIENT/OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT/OWNER deems necessary to protect the CLIENT/OWNER's interests before CLIENT/OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. **SUCCESSORS AND ASSIGNS**

CLIENT/OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT/OWNER nor ENGINEER will assign, sublet, or transfer and interest in this Agreement or claims arising therefrom without the written consent of the other.

8. **RE-USE OF DOCUMENTS**

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT/OWNER may retain copies of the documents for its information and reference in connection with the project or compliance with laws of the State of Missouri; however, none of the documents are intended or represented to be suitable for reuse by

CLIENT/OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT/OWNER's sole risk and without liability or legal exposure to ENGINEER, and CLIENT/OWNER will define, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT/OWNER and ENGINEER.

9. **TERMINATION OF AGREEMENT**

CLIENT/OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving no less than seven (7) business days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," time & material, or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination plus a fifteen percent fee mark-up for the final invoice amount. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become agreed upon before termination, and for a reasonable profit for services performed.

10. **SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. **INVOICES**

ENGINEER will submit invoices for services rendered and CLIENT/OWNER will make payments by the 10th day of the following month in response to ENGINEER's invoices. ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT/OWNER's auditors upon request.

If CLIENT/OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT/OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT/OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT/OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER; ENGINEER retains the right to assess CLIENT/OWNER interest at the rate of zero percent (0%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) calendar days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) business days prior written notice, to suspend the performance of its services under this Task Order until all past due amounts have been paid in full.

12. **CHANGES**

The parties agree that no change or modification to the Agreement, or Task Order, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of the Task Order. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of the Task Order. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the time of performance and compensation scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, and equitable adjustment shall be made, and the Task Order modified accordingly.

SERVICES AGREEMENT
CONTINUED

WARRENTON WASTEWATER SYSTEM
CAPITAL IMPROVEMENT PROJECTS

14-212

13. **CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document or Task Order.

14. **EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under the Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. **HAZARDOUS MATERIALS**

CLIENT/OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT/OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT/OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT/OWNER, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT/OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT/OWNER acknowledges that ENGINEER is performing professional services for CLIENT/OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Task Order. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Task Order for cause on 30 calendar days written notice. To the fullest extent permitted by law, CLIENT/OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed work), including the loss of use resulting there from, and (ii) nothing in this paragraph shall obligate CLIENT/OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. **EXECUTION**

This Agreement and subsequent Task Orders, including the exhibits and schedules made part hereof, constitute the entire agreement between ENGINEER and CLIENT/OWNER, supersedes and controls over all prior written or oral understandings. This agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. **LIMITATION OF LIABILITY**

ENGINEER's and its employees' total liability to CLIENT/OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's

and its employees' professional negligent acts, errors, or omissions, shall not exceed \$3,000,000 professional liability insurance.

18. **LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT/OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. **UTILITY LOCATION**

If underground sampling/testing is to be performed, a utility locating service shall be contracted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT/OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT/OWNER's property which are not the responsibility of other private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT/OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

20. **ESCALATION**

Annual rate of escalation of 6% will be applied to the Contract Compensation if CLIENT delays project in excess of 12 months.

21. **PREPAYMENT**

Upon acceptance of this Agreement by the CLIENT/OWNER, a payment of 6% of the total fee may be required to initialize the project. This amount will be outlined in Section 4 Compensation of the Letter Agreement if necessary otherwise no prepayment will be required.

22. **JOB CANCELLATION FOR CONVENIENCE FEE**

Because of potentially significant revenues from other projects forgone by the ENGINEER to take this project, if the project is cancelled by the CLIENT/OWNER, a cancellation fee of 10% will be immediately due and payable for project's current billings, work-in-progress, and reimbursable expenses.

23. **PROJECT RESTART FEE**

Because of substantial cost incurred by the ENGINEER to stop and restart a project once it is underway, should this project's progress be halted at any time for thirty (30) or more calendar days by the CLIENT/OWNER, for any reason, a project restart fee of 10% of the total fee earned to date will be due and payable immediately.

24. **LATE PENALTY SCHEDULE**

All undisputed invoices not paid promptly will be subject to the following late payment penalty: 30 to 59 calendar days overdue, \$500; 60 to 89 calendar days overdue, \$750; 90 to 120 calendar days overdue, \$1000; in addition to the interest charges as outlined in term and condition 11.

25. **LIMITATION OF DESIGN ALTERNATIVES**

The ENGINEER will limit the number of design alternatives provided under this contract to two, upon which time the design will be considered complete.

26. **GRAPHICS CONTROL**

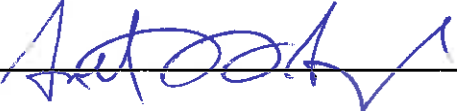
Because of its standing as a professional design firm, the ENGINEER has complete control over graphic content and presentation of all studies, reports, and all other documents produced under this agreement.

SECTION 6 ACCEPTANCE

The parties hereto agree as set forth in the preceding pages numbered 1 - 15 inclusive. This proposal is valid for thirty (30) calendar days. If this AGREEMENT meets your approval, please sign where noted below and return one (1) copy to our offices. We will treat this as notice to proceed unless instructed otherwise.

This AGREEMENT effective this 17 day of JUNE, 2014.

GONZALEZ COMPANIES, LLC



Anthony A. Gonzalez-Angel

Senior Managing Partner

06/16/2014
date

CITY OF WARRENTON


_____ authorized client representative

Jerry Dyer
print name JERRY DYER

Mayor
print title MAYOR

6-17-2014
date