

**III. D.**

**DATE:** September 15, 2008  
**TO:** Mike Herring, CA  
**FROM:** Mike Geisel, DPWCE



**SUBJECT: Professional Services - TIF**

As we have discussed, I have received a proposal for Professional Engineering Services related to extending critical infrastructure to the north side of Highway 40, between Long Road and the Chesterfield Athletic Complex. Specifically, this area lacks potable water, sewerage, and drainage channels. Our intent is to initiate the design services with the expectation of pursuing a forward funding agreement with the adjacent property owners.

As you may recall, Cole and Associates was previously hired to complete preliminary engineering and cost estimates to extend water and sewer to those areas of the Valley which were not served with these utilities. We subsequently entered into a partnership with the Levee District to extend water and sewer to the west end of the valley. To date, that has been an extremely beneficial action. Accordingly, we are not pursuing a similar action on the north side of the highway. Inasmuch as Cole and Associates has previously completed the preliminary engineering, we believe that it is in the City's best interests both financially and for consistency, to retain Cole and Associates for the next phase of work.

**I request and recommend that City Council authorize you, as City Administrator, to execute a contract with Cole and Associates in an amount not to exceed \$300,000 for work associated with infrastructure extensions north of Highway 40 and west of Long Road. I further request that this request be forwarded to the Planning and Public Works Committee at their next regularly scheduled meeting, September 18, 2008.**

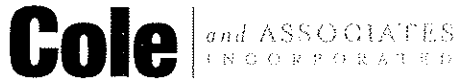
**Please note that funding for this contract is to come from prior reimbursements to the TIF Special Allocation Funds. Specifically, account DESIGNATE FOR TIF DEFERRED REVENUE PROJECTS 001-071-5493.**

If you have any questions, or require additional information, please let me know.

Cc Kelly Vaughn, Acting Director of Finance and Administration  
Brian McGownd, Public Works Director\City Engineer

*JJM*  
9/15/08

→ P/PW COMMITTEE



August 29, 2008

Mr. Michael Geisel, P.E.  
Director of Planning and Public Works  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017

SEP - 4 2008

CITY OF CHESTERFIELD  
1001 CHESTERFIELD PARKWAY WEST  
CHESTERFIELD, MISSOURI 63017

st. louis  
10777

missouri office dr.  
st. louis,  
missouri 63127  
p: 314 984 9887  
f: 314 984 0587

RE: 08-P348 Water and Sewer Improvements  
(North of I-64/Hwy 40 Improvements) Phase II Design  
Chesterfield, Missouri

st. charles  
1243

1000 glenview ave  
st. charles,  
missouri 63066  
p: 636 978 7508  
f: 636 978 7509

Dear Mr. Geisel,

As requested, we are pleased to provide you with this proposal for Professional Services for the above-referenced project.

**ARTICLE I: SCOPE OF SERVICES**

The scope of services includes the survey and design of the north Sanitary and Potable Water System Expansion as defined in the Monarch-Chesterfield Levee District Final Report Phase II and inclusion of storm drainage channels per the City of Chesterfield's Master Drainage Plan. The project consists of the design of one sanitary pump station, approximately 3,000 linear feet of 6" force main, 5,000 linear feet of gravity sanitary sewer and approximately 5,000 linear feet of 12" water main on the north side of US 40/I-64 and 1,800 linear feet of storm drainage channels.

The proposed water line will extend the water main from the eastern limits of the Chesterfield Athletic Complex (CAC) to the west along the north outer road to the west of the Long Road Interchange. It is anticipated that the main extension will need to be looped and will require a crossing of Route 40 and connect to an existing 12" main located at Long Road Crossing Drive.

A gravity sanitary sewer system will be designed along the north side of US 40/I-64 outer road. The limits of the service are east of the Chesterfield Athletic Complex to the east to the western limits of the Long Road Interchange. A pump station located adjacent to the north of the US 40/I-64 outer road approximately at the mid-point between the CAC and Long Road will be designed. The preferred proposed alignment of the force main crosses US 40/I-64 and connects to a manhole on the north section of Goddard Avenue (see Sewer & Water Exhibit). If this design is infeasible due to design constraints or agency comment, alternate alignment 1 will be evaluated.

Force main Alternate Alignment #1 extends the proposed alignment south along Goddard connecting to the existing 8" gravity sewer main on the east side of Goddard just south of Chesterfield Airport Road (approximately 1,300 linear feet). Capacity, slope, and velocity will be evaluated. If the design is infeasible, force main Alternate Alignment #2 will be evaluated.

Force main Alternate Alignment #2 extends the proposed alignment south along Goddard from south of Chesterfield Airport Road to Spirit pump station # 2 (approximately 1,700 linear feet).

Connection to MSD's Spirit Pump Station # 2 or the upstream system is recommended. Metropolitan St. Louis Sewer District (MSD), has given previous direction that Spirit Pump Station # 2 has additional capacity. MSD has expressed concern on the capacity or overall system capabilities downstream of Spirit Pump Station # 2.

The proposed alignment will be presented to MSD, and upon their direction, the alignment will be determined and plans will be developed for a single alignment. The fees reflect an incremental increase for each segment included in the design. For example, the fee for the topographical survey of Alternate Alignment #2 includes items B, D, and F. Likewise, each task is broken down by alignment segment and is incremental.

Cole & Associates will develop stormwater channel construction plans based on design developed by others.

**A. RIGHT OF WAY SURVEY (approximately 5,300 L.F.) – PREFERRED PROPOSED ALIGNMENT**

1. Establish the North Right of Way line of Interstate 64 between Long Road Cross-over and the northern prolongation of Spirit of St. Louis Boulevard.
2. Establish the South Right of Way line of Interstate 64 at the northern prolongation of Goddard Avenue.
3. Establish parcels north of the north outer road and parcels south of Interstate 64 at the cul-de-sac at the north end of Goddard Avenue.
  - a. Survey information provided from record information
  - b. Location of existing monumentation
  - c. Surveys of parcels are not Boundary Survey in accordance with the Current Minimum Standards for Property Boundary Surveys for the State of Missouri
4. Provide Title of adjoining parcels
  - a. Order Title Reports
  - b. Review reports
  - c. Address Schedule B Section 2 Items
5. Provide a Strip Map of the existing Right-of-Way and adjoining parcels.

Fee -----	\$ 8,800.00
Title Report cost----- \$300 per parcel, (budget 10 parcels)	\$ 3,000.00
Total-----	\$11,200.00

**B. TOPOGRAPHICAL SURVEY (approximately 5,300 L.F.) – PREFERRED PROPOSED ALIGNMENT**

1. Elevations tied to appropriate Vertical Datum.
2. Survey to provide sufficient field data to produce one-foot contours and spot elevations on a 50-foot grid.
3. Topographic Survey to include location of visible utilities and markings provided from 1-800 DIG RITE (Missouri One Call) along with any available utility maps provided to the surveyor.
4. Survey is limited to a 200 ft wide strip north of the south edge of the North Outer Road and an area 100 foot wide from the North Outer Road to the north edge of the cul-de-sac at Goddard Avenue and an area 100 foot wide from the North Outer Road to the north edge of Long Road Crossing Drive.

Fee ----- \$17,600.00

**C. RIGHT OF WAY SURVEY (approximately 1,300 L.F.) – ALTERNATE 1 – GODDARD TO CHESTERFIELD AIRPORT ROAD**

1. Establish the Right-of-Way line of Goddard Avenue from land now or formerly of Airport Road LLC to the north cul-de-sac of Goddard Avenue.
2. Establish parcels along the east Right-of-Way line of Goddard Avenue.
  - a. Survey information provided from record information
  - b. Location of existing monumentation
  - c. Surveys of parcels are not Boundary Survey in accordance with the Current Minimum Standards for Property Boundary Surveys for the State of Missouri
3. Provide Title of adjoining parcels
  - a. Order Title Reports
  - b. Review reports
  - c. Address Schedule B Section 2 Items
4. Provide a Strip Map of the existing Right-of-Way and adjoining parcels.

Fee ----- \$3,900.00  
Title Report Cost----- \$300 per parcel, (budget 6 parcels) \$1,800.00

**D. TOPOGRAPHICAL SURVEY (approximately 1,300 L.F.) – ALTERNATE 1 – GODDARD TO CHESTERFIELD AIRPORT ROAD**

1. Elevations tied to appropriate Vertical Datum.
2. Survey to provide sufficient field data to produce one-foot contours and spot elevations on a 50-foot grid.

- 3. Topographic Survey to include location of visible utilities and markings provided from 1-800 DIG RITE (Missouri One Call) along with any available utility maps provided to the surveyor.
- 4. Survey is limited to a 100 ft wide strip, east of the west edge of Goddard Avenue from the north edge of the cul-de-sac at Goddard Avenue to a point approximately 200 feet south of the south Right-of-Way of Chesterfield Airport Road.

Fee ----- \$ 3,900.00

**E. RIGHT-OF-WAY SURVEY (approximately 1,700 L.F.) – ALTERNATE 2 – CHESTERFIELD AIRPORT ROAD TO SPIRIT # 2 PUMP STATION**

- 1. Establish the Right-of-Way line of Goddard Avenue from land now or formerly of Airport Road LLC to Spirit #2 Pump Station.
- 2. Establish parcels along the east Right-of-Way line of Goddard Avenue.
  - a. Survey information provided from record information
  - b. Location of existing monumentation
  - c. Surveys of parcels are not Boundary Survey in accordance with the Current Minimum Standards for Property Boundary Surveys for the State of Missouri.
- 3. Provide Title of adjoining parcels.
  - a. Order Title Reports
  - b. Review reports
  - c. Address Schedule B Section 2 Items
- 4. Provide a Strip Map of the existing Right-of-Way and adjoining parcels.

Fee-----\$3,900.00  
Title Report Cost----- \$300 per parcel, (budget 8 parcels) \$2,400.00

**F. TOPOGRAPHICAL SURVEY (approximately 1,700 L.F.) – ALTERNATE 2 – CHESTERFIELD AIRPORT ROAD TO SPIRIT # 2 PUMP STATION**

- 1. Elevations tied to appropriate Vertical Datum.
- 2. Survey to provide sufficient field data to produce one-foot contours and spot elevations on a 50-foot grid.
- 3. Topographic Survey to include location of visible utilities and markings provided from 1-800 DIG RITE (Missouri One Call) along with any available utility maps provided to the surveyor.
- 4. Survey is limited to a 100 ft wide strip, east of the west edge of Goddard Avenue from the north edge of the cul-de-sac at Goddard Avenue to a point approximately 200 feet south of the south Right-of-Way of Chesterfield Airport Road.

5. Incorporate previous project from Edison Avenue to Spirit # 2 Pump Station.

Fee----- \$3,900.00

#### **G. EASEMENTS (DEDICATIONS, VACATIONS, & LICENSES)**

1. Prepare necessary exhibits and scripts which Client may need in order to obtain easements outside the development for utility connection. These documents will be prepared in accordance with the requirements of the utility company or the governmental agency and will be submitted to the client so that they can obtain the necessary signatures.

Fee-----Easement Exhibit or Dedication \$ 400.00 Each  
Scripts \$ 325.00 Each  
Vacation Exhibit and Processing \$ 800.00 Each

Preferred Proposed Alignment -----14 Stormwater Easement Exhibits \$5,600.00  
14 Water Easement Exhibits \$ 5,600.00  
14 Sewer Easement Exhibits \$ 5,600.00  
28 Easement Scripts \$ 9,100.00  
\$25,900.00

Alternate Alignment 1 -----6 Sewer Easement Exhibits \$ 2,400.00

Alternate Alignment 2 -----8 Sewer Easement Exhibits \$ 3,200.00

#### **H. PRELIMINARY IMPROVEMENT PLANS**

1. Prepare preliminary design plans of proposed improvements showing location of proposed sanitary force mains, pump station, access roads, storm drainage channels, water mains, fire hydrants, blow off valves, and other related sewer and water appurtenances along with project construction limits. Plan set shall include sewer plan and profile sheet, special notes and detail sheet.
2. Develop flow information based on potential development of properties located north of I-64 in the project area. These flows will be submitted as part of a preliminary report to MSD with a system analysis to obtain preliminary approval of the size, location and connection to existing MSD sewer system of the new pump station and force main.
3. Submit plan sets to the City of Chesterfield, and meet to discuss and review comments.
4. Submit two (2) sets of plans to each affected utility to initiate required utility coordination and/or relocations. Submit to the Monarch-Chesterfield Levee District for their review.
5. Submit plans to MSD, MAWC, Monarch Fire Protection District, St. Louis County (SLCO), and MoDOT for preliminary review and comment.

6. Prepare preliminary opinion of probable cost.

Fee ----- \$ 25,000.00

**I. PRELIMINARY IMPROVEMENT PLANS – ALTERNATE 1 – GODDARD TO  
CHESTERFIELD AIRPORT ROAD**

1. Prepare preliminary design plans of proposed improvements showing location of proposed sanitary force mains and other related sewer appurtenances and project construction limits. Plan set shall include sewer plan and profile sheet, special notes and detail sheet.
2. Develop flow information based on potential development of properties in the project area. These flows will be submitted as part of a preliminary report to MSD with a system analysis to obtain preliminary approval of the size, location and connection to existing MSD sewer system of the new pump station and force main.
3. Submit plan sets to the City of Chesterfield, and meet to discuss and review comments.
4. Submit two (2) sets of plans to each affected utility to initiate required utility coordination and/or relocations. Submit to the Monarch-Chesterfield Levee District for their review.
5. Submit plans to MSD, MAWC, Monarch Fire Protection District, St. Louis County (SLCO), and MoDOT for preliminary review and comment.
6. Prepare preliminary opinion of probable cost.

Fee ----- \$ 4,000.00

**J. PRELIMINARY IMPROVEMENT PLANS – ALTERNATE 2 – CHESTERFIELD  
AIRPORT ROAD TO SPIRIT # 2 PUMP STATION**

1. Prepare preliminary design plans of proposed improvements showing location of proposed sanitary force mains and other related sewer appurtenances and project construction limits. Plan set shall include sewer plan and profile sheet, special notes and detail sheet.
2. Develop flow information based on potential development of properties in the project area. These flows will be submitted as part of a preliminary report to MSD with a system analysis to obtain preliminary approval of the size, location and connection to existing MSD sewer system of the new pump station and force main.
3. Submit plan sets to the City of Chesterfield, and meet to discuss and review comments.

4. Submit two (2) sets of plans to each affected utility to initiate required utility coordination and/or relocations. Submit to the Monarch-Chesterfield Levee District for their review.
5. Submit plans to MSD, MAWC, Monarch Fire Protection District, St. Louis County (SLCO), and MoDOT for preliminary review and comment.
6. Prepare preliminary opinion of probable cost.

Fee----- \$ 5,000.00

#### **K. SYSTEM HYDRAULIC ANALYSIS**

1. Perform hydraulic analysis of existing MSD force main and pump station system along Goddard Avenue from north of Chesterfield Airport Road along the base alignment. Obtain available existing pump station and system information from MSD. Meet with MSD pump station and plan review staff to ascertain MSD's opinion of best probable connection location. Prepare system curves, hydraulic profiles and other related information to justify connection location for MSD. Alternate locations may need to be considered based on research and discussions with MSD. An overall sanitary system pump station analysis of the existing system in the Chesterfield Valley and system downstream from Spirit Pump Station # 2 is not included in the scope.

Fee-----T&M (\$17,500 Estimate)

#### **L. STORM WATER POLLUTION PREVENTION PLAN**

1. Prepare mass grading plans for the 1,800 linear feet of drainage channel.
2. Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Missouri Department of Natural Resources (MDNR) and the City of Chesterfield.
3. Prepare required drainage area maps (existing and proposed) suitable for design of the storm water pollution management facilities in accordance with local regulations.
4. Prepare a storm water management report for review and approval by the City of Chesterfield.
5. Prepare technical specifications based on geotechnical testing data and report. Specifications to be on plans.
6. Include grading plans and storm water pollution plans and reports in Preliminary Plan. Submit to MDNR for approval.
7. Prepare MDNR Land Disturbance Permits and submit for approval.



*NOTE: It is Client's responsibility to obtain a letter of "No Action," or a 401/404 permit from the United States Army Corp of Engineers and/or Missouri Department of Natural Resources.*

Fee-----\$7,500.00

**M. FINAL IMPROVEMENT PLANS**

1. Prepare final design plans of proposed improvements incorporating comments, and design considerations, which were addressed in the 2008 preliminary design phase of this project (Section E).
2. Plans shall be at a 100 percent design level at the completion of this phase and shall include detailed information on the location of the sanitary sewers, force main, design calculations and construction details for the pump station and drainage channels per the city of Chesterfield Master Drainage Plan. Plans will incorporate comments from preliminary design review listed in Preliminary Improvements Plan (Section E).
3. Prepare easement exhibits to MSD and MAWC standards for each of the parcels of land that require additional easements (see Section D).
4. Prepare final specifications to include both general provisions and technical specifications.
5. Prepare final construction opinion of probable cost.
6. Submit plans to Missouri American Water Company, MCLD, Monarch Fire Protection District, Metropolitan St. Louis Sewer District, SLCO, and MoDOT for their final approval.
7. Submit plans to MDNR for land disturbance permit, if necessary.
8. Provide one (1) set of CD's containing all drawing files at the conclusion of the project. CADD deliverables will be provided in Autocadd 2004 drawing format.

Fee ----- \$95,000.00

**N. FINAL IMPROVEMENT PLANS – ALTERNATE 1 – GODDARD TO CHESTERFIELD AIRPORT ROAD**

1. Prepare final design plans of proposed improvements incorporating comments, and design considerations, which were addressed in the 2008 preliminary design phase of this project (Section E).
2. Plans shall be at a 100 percent design level at the completion of this phase and shall include detailed information on the location of the sanitary sewers, force main, design calculations and construction details for the pump station and drainage channels per the city of Chesterfield Master Drainage Plan. Plans will

incorporate comments from preliminary design review listed in Preliminary Improvements Plan (Section E).

3. Prepare easement exhibits to MSD standards for each of the parcels of land that require additional easements (see Section D).
4. Prepare final specifications to include both general provisions and technical specifications.
5. Prepare final construction opinion of probable cost.
6. Submit plans to Missouri American Water Company, Monarch Fire Protection District, Metropolitan St. Louis Sewer District, SLCO, and MoDOT for their final approval.
7. Submit plans to MDNR for land disturbance permit, if necessary.
8. Provide one (1) set of CD's containing all drawing files at the conclusion of the project. CADD deliverables will be provided in Autocadd 2004 drawing format.

Fee----- \$6,000.00

**O. FINAL IMPROVEMENT PLANS -- ALTERNATE 2 -- CHESTERFIELD AIRPORT ROAD TO SPIRIT # 2 PUMP STATION**

1. Prepare final design plans of proposed improvements incorporating comments, and design considerations, which were addressed in the 2008 preliminary design phase of this project (Section E).
2. Plans shall be at a 100 percent design level at the completion of this phase and shall include detailed information on the location of the sanitary sewers, force main, design calculations and construction details for the pump station and drainage channels per the city of Chesterfield Master Drainage Plan. Plans will incorporate comments from preliminary design review listed in Preliminary Improvements Plan (Section E).
3. Prepare easement exhibits to MSD and MAWC standards for each of the parcels of land that require additional easements (see Section D).
4. Prepare final specifications to include both general provisions and technical specifications.
5. Prepare final construction opinion of probable cost.
6. Submit plans to Missouri American Water Company, Monarch Fire Protection District, Metropolitan St. Louis Sewer District, SLCO, and MoDOT for their final approval.
7. Submit plans to MDNR for land disturbance permit, if necessary.
8. Provide one (1) set of CD's containing all drawing files at the conclusion of the project. CADD deliverables will be provided in Autocadd 2004 drawing format.

Fee ----- \$7,500.00

**P. IMPROVEMENT PLAN PROCESSING**

1. Processing improvement plans through the required agencies for approval.
2. Meetings, as necessary, with client and agencies during approval process.
3. Revisions required by agencies for approval.
4. Review all comments and agency issues with client prior to re-submittal.

Fee ----- T & M (Estimate) \$10,000.00

**Q. GEOTECHNICAL (TO BE PROVIDED BY TERRACON)**

Explore the subsurface conditions on the site with 18 test borings. This results in performing borings at about 300-foot intervals along the alignment, plus 1 boring at each of the proposed pump station locations. Some adjustments of the boring interval may be made on the shorter reaches of the alignment or where access is not readily available. Drill the test borings along the gravity main to a depth of 30 feet, and borings at the proposed pump station locations to a depth of 40 feet. The borings will be advanced to the planned depth outlined unless refusal to drilling is encountered prior to full boring advancement.

Sampling will be in general accordance with our standard procedures wherein split-barrel and thin-walled tube samples are obtained. Four (4) samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter in the pump station borings. During the drilling operations, a technician will log the borings, record results of penetration tests, and will obtain representative samples for further laboratory evaluation.

Groundwater measurements will be made in each boring during and after exploration. In addition, we propose installing a temporary piezometer at each pump station boring in order to better evaluate groundwater levels at the structure location.

At the completion of drilling operations, the soil samples will be brought to our laboratory where they will be further examined and visually classified. At that time the field descriptions will be confirmed or modified, and an applicable laboratory testing program will be formulated.

The following laboratory tests are anticipated, depending on the actual subsurface conditions encountered:

- Visual Classification
- Moisture Content
- Calibrated Hand Penetrometer
- Atterberg Limits

The information obtained from the field exploration and laboratory testing program will be used to evaluate the soil and subsurface conditions at the project site relative to the proposed construction. From these determinations, engineering analyses will be undertaken in order to formulate design criteria for the project.

Fee ----- \$15,900.00

Groundwater measurements will be made in each boring during and after exploration. In addition, we propose installing a temporary piezometer at the pump station boring in order to better evaluate groundwater levels at the structure location. As requested, the water level will be read every 2 weeks for a period of 4 months (i.e. 8 reading events).

Fee ----- \$ 3,000.00

#### **R. CONSTRUCTION STAKING (OFFICE & FIELD WORK)**

1. Control – Provide the necessary field and office work to establish the horizontal/vertical control prior to construction layout. Contractor will aid in saving this control that will be utilized for all construction staking on the site.
2. Sanitary Sewers – Provide the necessary field and office work to stake the sanitary sewers and laterals which will service this site. We will provide point plots and cut sheets for the same.
3. Storm Drainage Channels – Provide the necessary field and office work to stake the storm sewer structures needed to serve this site. We will provide point plots and cut sheets for the same. Face-stakes provided for all curb structures.
4. Water Lines – Provide the necessary field and office work to stake the water lines being installed on this project and provide cuts to the surface finish grade. Each fire hydrant will have one centerline and one offset stake. We will provide point plots and cut sheets for the same.
5. Utilities – Provide the necessary field and office work to stake the utility corridor and easements. We will provide point plots and cut sheets for the same. Additional utility staking will be on a Time and Material basis.

Proposed Alignment ----- \$18,800.00  
Alternate 1 ----- \$ 1,250.00  
Alternate 2 ----- \$ 1,500.00

*NOTE: This proposal is based on a one-time staking for each phase of construction. Any additional staking or re-staking will be billed on a Time and Material basis in accordance with our attached Schedule of Fees for Professional Services.*

## S. SEWER AS-BUILTS

1. Upon notification by Client that sanitary sewer as-builts will be needed, our field crews will locate existing structures horizontally and vertically and obtain size of pipes for the same.
2. After our field crews have located the sewer as-builts, our office staff will prepare the CAD drawing files in accordance with the specifications of MSD and will submit the same for approval.
3. Prior to the Client ordering these as-builts, all structures must be exposed and accessible. If our crews arrive at the site and this has not taken place, we will notify the Client of these locations. This may result in our crews having to return to the site, which will be billed on a Time and Material basis in accordance with our attached Schedule of Fees for Professional Services.

Proposed Alignment -----	\$ 5,000.00
Alternate 1 -----	\$ 1,000.00
Alternate 2 -----	\$ 1,200.00

## T. CONSTRUCTION ADMINISTRATION

1. Services provided after approval of improvement plans including bidding assistance, shop drawing review, construction contractor meetings and field observation will be billed on an hourly time and material basis per the attached rate sheet.

Fee ----- \$ 5,000.00 T & M (Allowance)

## U. SPECIFIC EXCLUSIONS

1. Any permitting related to environmental and archeological issues including 401 and 404 permits.
2. Wetland delineation, jurisdictional determination and permits. A separate fee can be negotiated as required to address permitting requirements as the requirements become defined in the development of the site.
3. Any off-site utility extensions or improvements. A separate fee can be negotiated as required.
4. Structural design of any retaining walls.
5. Water quality improvements.

### Additional Work

Any work required outside of this scope of work shall be completed on a Time and Material basis in accordance with the attached rate sheet.

Insurance

Cole & Associates carries \$2,000,000.00 in errors and omissions insurance in addition to general liability insurance. A certificate of insurance is attached to this proposal.

Again, thank you for this opportunity as we look forward to working with you on this project and other projects in the future. Please feel free to call me at (314) 984-9887 if you have any questions. To indicate your acceptance of this proposal, sign one copy and return it to us.

Sincerely,



Robert G. Butchko, P.E.  
Executive Vice President

\_\_\_\_\_  
Name

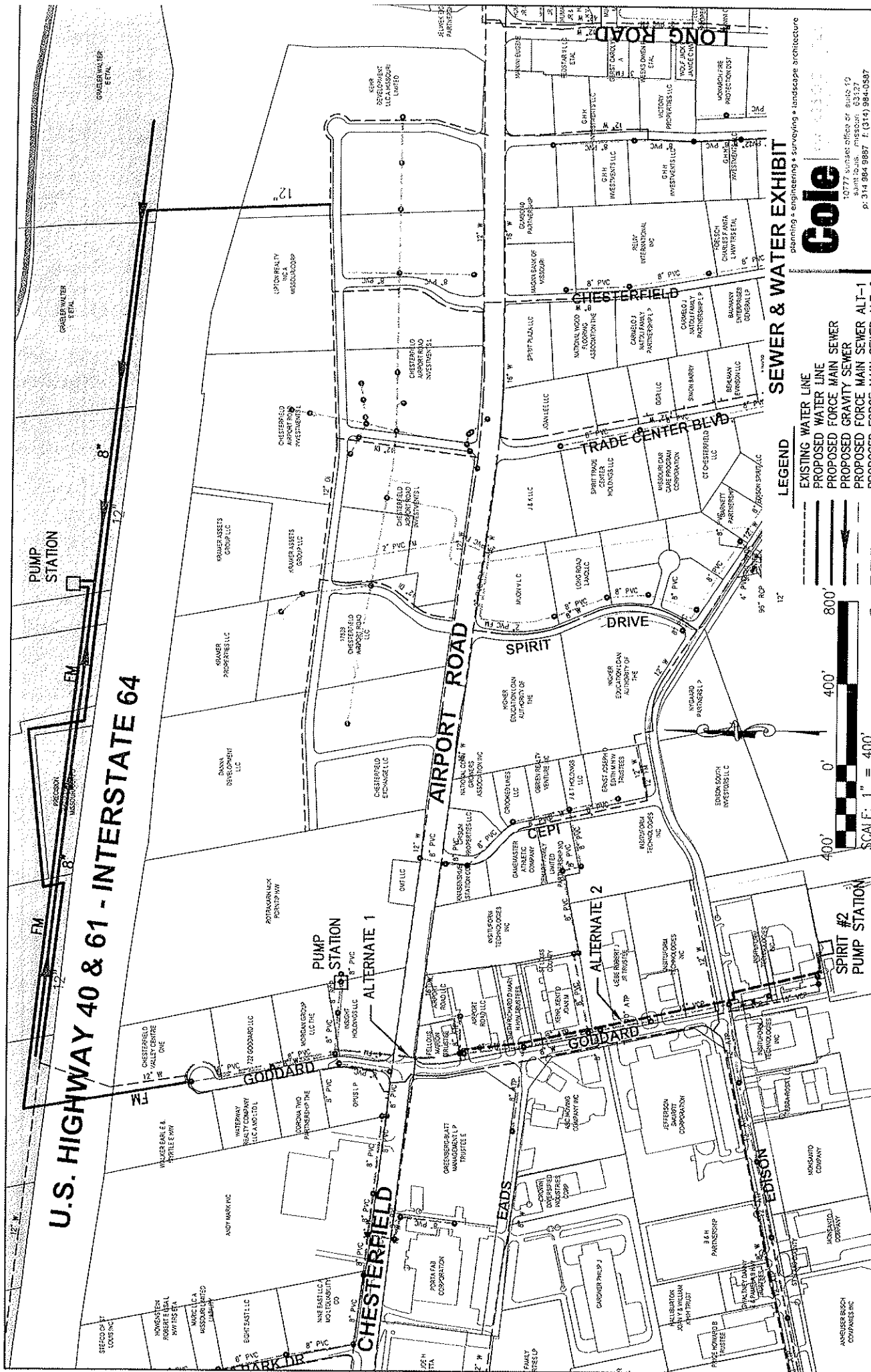
\_\_\_\_\_  
Date

cc: Ty Abbott, P.E.  
Mark G. Rice, P.E.  
Internal

RGB/cas

**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

# U.S. HIGHWAY 40 & 61 - INTERSTATE 64



## SEWER & WATER EXHIBIT

planning • engineering • surveying • landscape architecture

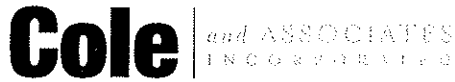
# Cole

10777 Sunset Office 27 Suite 19  
 San Antonio, Missouri 63227  
 P: 314 964-9887 F: 314 964-0587

### LEGEND

- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED FORCE MAIN SEWER
- PROPOSED GRAVITY SEWER
- PROPOSED FORCE MAIN SEWER ALT-1
- PROPOSED FORCE MAIN SEWER ALT-2





## Schedule of Fees Professional Services

Effective January 1, 2008  
All Fees Listed Are Per Hour

President.....	\$ 185.00
Vice President.....	\$ 160.00
Principal.....	\$ 145.00
Associate.....	\$ 140.00

st. louis  
10777

1000 Olive St.  
St. Louis, Missouri 63127  
p: 314 984 9887  
f: 314 984 0587

st. charles  
1243

1001 Glendale Blvd.  
St. Charles, Missouri 63366  
p: 636 978 7508  
f: 636 978 7509

**Professional Staff:**

Land Planner/Project Manager .....	\$ 120.00
Landscape Architect .....	\$ 97.50
Landscape Architecture Technician .....	\$ 85.00
CADD Manager .....	\$ 120.00
Engineer/Group Manager .....	\$ 140.00
Engineer/Senior Project Manager .....	\$ 135.00
Engineer/Project Manager .....	\$ 130.00
Engineer/Senior Engineer .....	\$ 120.00
Engineer/Project Engineer III (P.E.) .....	\$ 115.00
Engineer/Project Engineer II (P.E.) .....	\$ 110.00
Engineer/Project Engineer I .....	\$ 105.00
Engineer/Senior Designer .....	\$ 110.00
Engineer/Designer .....	\$ 105.00
Engineering Technician II .....	\$ 90.00
Engineering Technician I .....	\$ 80.00
Engineering Intern .....	\$ 67.50
Director of Survey.....	\$ 155.00
Survey Project Manager (P.L.S.) .....	\$ 130.00
Survey Project Manager .....	\$ 120.00
Assistant Project Manager.....	\$ 100.00
Surveyor IV.....	\$ 100.00
Surveyor III.....	\$ 92.00
Surveyor II.....	\$ 90.00
Surveyor I.....	\$ 80.00
Manager, House Package Services .....	\$ 92.00
Two-Man Survey Crew.....	\$ 145.00
(All survey crews are equipped with Trimble equipment)	
One-Man Survey Crew.....	\$ 125.00

**Other Services:**

Administrative .....	\$ 62.50
Litigation Consultation .....	\$ 310.00

**\*\*Fees are subject to change at the first of each year\*\***



## NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

### GENERAL TERMS AND CONDITIONS

GENERAL: COLE & ASSOCIATES shall provide professional engineering, land surveying and landscape architecture services as outlined in the scope of services of the Agreement and any Additional Services subsequently authorized by Client's representative. These services will be performed in accordance with generally accepted professional engineering and land surveying practices.

FEES: Fees for COLE & ASSOCIATES professional services are valid for 90 days from the date of the COLE & ASSOCIATES Proposal, and are conditioned on the time to complete these services not exceeding twelve (12) months. Should the time to complete these services be extended beyond this period, the Fees for project items remaining to be completed shall be appropriately adjusted to the COLE & ASSOCIATES, INC. Schedule of Fees for Professional Services in effect at the time the services are performed. If fees proposed were originally a lump sum and not hourly then the fees will be adjusted to reflect annual increases which have occurred since the execution of the Agreement.

ADVERTISING. Cole & Associates, Inc. reserves the right to use company identified vehicles or signage on property as long as these items do not restrict use of property.

HOURLY SERVICES: Any services performed at an hourly rate will be billed according to the "Schedule of Fees for Professional Services" in effect at the time the services are performed.

REIMBURSABLES: Items such as printing costs, mileage, submittal fees, review fees, recording fees, permits fees, courier costs, etc., that are paid by COLE & ASSOCIATES, for the convenience of the Client, will be billed at cost plus 10% as reimbursable items.

PAYMENT TERMS: Payment will be due upon receipt of the date of the invoice. Interest at a rate of 1% per month from the 1<sup>st</sup> date of the invoice will be charged on any invoices not paid. Client agrees to reimburse Cole & Associates Inc. for any costs Cole & Associates Inc. incurs, including attorney fees, which are necessary to collect on this account.

OWNERSHIP OF DOCUMENTS: All documents and data prepared by COLE & ASSOCIATES shall remain the property of COLE & ASSOCIATES. Client may make and retain copies of these documents or data for reference and may use solely with respect to the project for which they were created. COLE & ASSOCIATES' documents and data shall not be used by the CLIENT or others on other projects, or additions to the project for which they were completed, except on the written authorization by COLE & ASSOCIATES. Any reuse with or without written authorization of COLE & ASSOCIATES will be at the CLIENT's sole risk and without liability or legal exposure to COLE & ASSOCIATES. CLIENT shall indemnify, defend and hold COLE & ASSOCIATES harmless from all claims, damages, losses, attorney fees, litigation cost, or expenses resulting from their reuse.

LIABILITY: COLE & ASSOCIATES disclaims and assumes no liability for damage arising from or related to any act of God, governmental action, force majeure, labor difficulties or causes beyond COLE & ASSOCIATES' control; for any damages resulting from delays in performing the Agreement or for any consequential special, punitive or compensatory damages arising from negligence. COLE & ASSOCIATES' liability is solely limited to the performance of this Agreement and shall not exceed the total fee of this Agreement or \$50,000.00, whichever is lesser.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/18/2008

<b>PRODUCER</b> J. W. Terrill, Inc. 16091 Swingley Ridge Road #200 Chesterfield, MO 63017 636 728-7626	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Cole and Associates, Inc. 10777 Sunset Office Drive Suite 10 St. Louis, MO 63127	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;"><b>INSURERS AFFORDING COVERAGE</b></td> <td style="width:20%;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A: <b>America First Insurance</b></td> <td><b>HWK</b></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A: <b>America First Insurance</b>	<b>HWK</b>	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS														
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	CBP8268337	04/15/08	04/15/09	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$15,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$15,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		
EACH OCCURRENCE	\$1,000,000																			
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GENERAL AGGREGATE	\$2,000,000																			
PRODUCTS - COMP/OP AGG	\$2,000,000																			
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comprehensive <input checked="" type="checkbox"/> Collision	BA8267637	04/15/08	04/15/09	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr> <tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td></tr> <tr><td>AUTO ONLY: AGG</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC	\$	AUTO ONLY: AGG	\$
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																			
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AUTO ONLY: AGG	\$																			
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr> <tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td></tr> <tr><td>AUTO ONLY: AGG</td><td>\$</td></tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC	\$	AUTO ONLY: AGG	\$								
AUTO ONLY - EA ACCIDENT	\$																			
OTHER THAN AUTO ONLY: EA ACC	\$																			
AUTO ONLY: AGG	\$																			
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CU8268437	04/15/08	04/15/09	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$10,000,000</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000		\$		\$		\$				
EACH OCCURRENCE	\$10,000,000																			
AGGREGATE	\$10,000,000																			
	\$																			
	\$																			
	\$																			
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC8267937	04/15/08	04/15/09	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000		
<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER																			
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E.L. DISEASE - EA EMPLOYEE		\$1,000,000																		
E.L. DISEASE - POLICY LIMIT		\$1,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Chesterfield is included as Additional Insured for General Liability as required by written contract.

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Chesterfield  
 690 Chesterfield Pkwy W  
 Chesterfield, MO 63017

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Adam Antione*

# CERTIFICATE OF INSURANCE

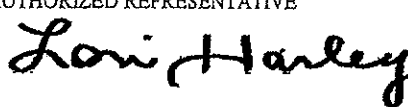
DATE 08/18/08

PRODUCER  PROFESSIONAL DESIGN INSURANCE MANAGEMENT CORPORATION P.O. BOX 501130 INDIANAPOLIS, IN 46250 Phone: (317) 570-6945 Fax: (317) 579-6410	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED  Cole & Associates, Inc. 10777 Sunset Office Drive Suite 10 St. Louis, MO 63127	COMPANIES AFFORDING COVERAGE
	COMPANY A ACE American Insurance Company LETTER
	COMPANY B LETTER
	COMPANY C LETTER
	COMPANY D LETTER
COMPANY E LETTER	

**COVERAGES**  
 THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION, AND CONDITION OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE <input type="checkbox"/> <input type="checkbox"/>				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MED. EXPENSE (ANY ONE PERSON) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				CSL \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA				EACH OCCURRENCE AGGREGATE STATUTORY \$
	WORKERS' COMPENSATION AND EMPLOYER LIABILITY				\$ (EACH ACCIDENT) \$ (DISEASE-POLICY LIMIT) \$ (DISEASE-EACH EMPLOYEE)
A	OTHER PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> ARCHITECTS AND ENGINEERS <input type="checkbox"/>	EONG23614482002	9/19/2007	9/19/2008	\$2000000 LIMIT EACH CLAIM AND \$2000000 IN THE AGGREGATE.

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER  City of Chesterfield 690 Chesterfield Pkwy W. Chesterfield, MO 63017-0760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
ACORD 25-S (1/95)	AUTHORIZED REPRESENTATIVE  

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.