



FRANCIS G. SLAY
MAYOR

City of St. Louis

DEPARTMENT OF THE PRESIDENT
BOARD OF PUBLIC SERVICE
1200 MARKET STREET, ROOM 305
ST. LOUIS, MISSOURI 63103-2806
(314)622-3535



RICHARD T. BRADLEY, P.
PRESIDENT

282270

February 14, 2012 APPROVED BY THE
BOARD OF PUBLIC SERVICE

Honorable Board of Public Service
City of Saint Louis

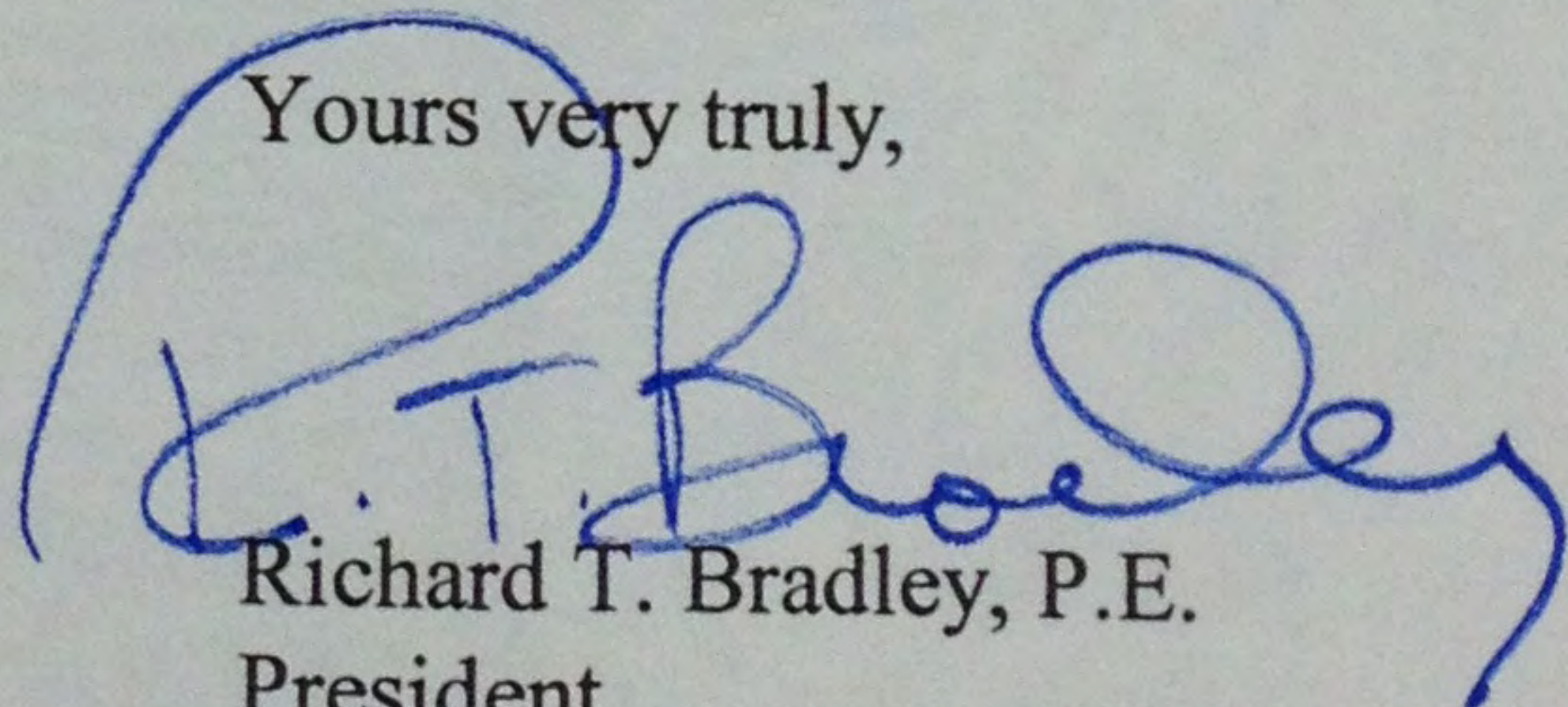
FEB 14 2012
Cherise D. Thomas
SECRETARY

Honorable Board Members:

I am transmitting herewith PSA #1121 – CONTRACT PROCUREMENT ASSISTANCE FOR THE CITY OF ST. LOUIS WATER DIVISION with BLACK & VEATCH CORPORATION, 15450 SOUTH OUTER FORTY DRIVE, SUITE 200, CHESTERFIELD, MO 63017, FEDERAL I.D. #43-1833073 in the amount of \$245,100.

This contract is authorized by Ordinance #68882 and funded by Account #1510-4150000-5659000.

It is recommended that your Honorable Board approve this Professional Service Agreement and that the President be authorized to execute same.

Yours very truly,

Richard T. Bradley, P.E.
President
Board of Public Service

enc

CITY OF ST. LOUIS

BOARD OF PUBLIC SERVICE

**ARCHITECTURAL/ENGINEERING
PROFESSIONAL SERVICE AGREEMENT**

FOR

**Contract Procurement Assistance
For the City of St. Louis Water Division**

P.S.A. NO. 1121

MAXIMUM AGREEMENT AMOUNT: \$ 245,100.00

**CONSULTANT: Black & Veatch Corporation
15450 South Outer Forty Drive, Suite 200
Chesterfield, MO 63017**

FEDERAL I.D. #: 431833073

TO BE CHARGED TO: 415-5659

ORDINANCE AUTHORIZATION: 68882

**DEPARTMENT OF THE PRESIDENT
BOARD OF PUBLIC SERVICE
ROOM 305 CITY HALL
ST. LOUIS, MISSOURI**

THIS AGREEMENT, made at St. Louis, Missouri, this 23rd day of February, 2012, by and between Black & Veatch Corporation, Party of the First Part, hereinafter referred to as the "CONSULTANT", and the City of St. Louis acting by and through the Board of Public Service, Party of the Second Part, hereinafter referred to as the "CITY",

WITNESSETH:

THAT, WHEREAS, the Board of Public Service of the City of St. Louis, by virtue of the authority vested in said Board by the Charter and General Ordinances of the City has selected Black and Veatch, Inc., to perform professional services in the preparation of a business plan and optimization study for the St. Louis Water Division outlined in ARTICLE II - SCOPE OF SERVICES.

NOW, THEREFORE, in consideration of the payments and covenants hereinafter mentioned, to be made and performed by the CITY, the CONSULTANT hereby covenants and agrees that it will faithfully perform all professional services called for by this Agreement, in the manner and under the conditions hereinafter set forth.

ARTICLE I - DEFINITIONS

CITY. The word CITY used herein refers to the City of St. Louis.

CONSULTANT. Other party signatory to this Agreement.

M/W/DBE. Minority Business Enterprise, Women Business Enterprise, or Disadvantaged Business Enterprise.

PRESIDENT. The word PRESIDENT used herein refers to the Department of the President, Board of Public Service, or his/her authorized representative.

SUBCONSULTANT. A person or organization who has a direct contract with a prime Consultant for a portion of the work.

ARTICLE II - SCOPE OF SERVICES

A. The services to be performed by the CONSULTANT under this Agreement shall include but not be limited to Contract Procurement Assistance for the City of St. Louis Water Division and Rate Sufficiency Study, as directed by the City.

B. The services shall include but not necessarily be limited to the scope of work listed in Attachment A.

C. No work shall be performed under this contract until written authorization to proceed has been issued by the PRESIDENT.

B. Payments to the CONSULTANT shall be made upon presentation of itemized invoices computed on the following basis:

1. Productive salary costs (PSC) of employees for actual time spent on the project. Productive salary costs are defined as the cost of productive salaries (actual salary).
2. Salary related expenses (SRE) are defined as those costs incurred to payment of productive salaries and include annual leave, sick leave, temporary disability, holiday, bonus, pension plan cost, workmen's compensation and general liability insurance and federal and state payroll taxes.
3. General and Administrative (G&A) overhead costs, expressed as a percentage of productive salary costs. G&A are defined as those general office operating expenses and administrative costs which are necessary to the proper performance of the work but which cannot be effectively allocated to the project. This shall include, but not be limited to non-productive salaries of officers, associates, and employees; equipment rental and maintenance; office rent and utilities; office maintenance; office supplies; insurance; taxes; professional development expenses; legal and audit fees; professional dues and licenses; use of electronic computer for drafting, design and accounting; use of electronic distance measuring equipment; and other related items.
4. The productive salary costs shall be multiplied by the salary related expense percentage plus the general and administrative percentage to establish the total mark up costs (TMC) on productive salary. $PSC \times (SRE\% + G/A\%) = TMC$. The approved rates are as follows:

<u>Firm</u>	<u>SRE</u>	<u>G&A</u>
Black and Veatch, Inc. (B&V)	39.73 %	158.60 %
Engineering Design Source, Inc. (EDSI)	40.55 %	105.07 %
M 3 Engineering Group, PC (M3)	41.71 %	138.15 %
Patti Banks Associates, LLC (PBA)	44.10 %	114.29 %

Peggy Howe shall be billed at the established rate of \$162.40 per hour inclusive of all overhead and profit, except mileage.

5. All non-salary direct costs, including the cost of material and supplies, toll telephone charges, travel expenses, printing and reproduction costs. Mileage for personal vehicles will be billed at \$0.47 per mile. (No mark-up allowed on these costs.)
6. Cost of productive time of principals, to the extent that they perform technical or advisory services directly applicable to the project shall be at an actual hourly rate.

C. The CONSULTANT will submit revised overhead rates, salary adjustments, profit and fixed fee for approval by the PRESIDENT no sooner than one year from date of this Agreement,

IN WITNESS WHEREOF, the said Black & Veatch Corp, hereinbefore referred to as CONSULTANT, have hereunto set their hand and seal, and the City of St. Louis, hereinbefore referred to as CITY, acting by and through the President of the Board of Public Service, has subscribed these presents the day and year above written.

CONSULTANT:

By [Signature]

Title VICE PRESIDENT

Company Black & Veatch Corporation

THE CITY OF SAINT LOUIS BY AND THROUGH THE BOARD OF PUBLIC SERVICE

The foregoing Agreement was **APPROVED** by the Board of Public Service on the 14th day of February, 2012

[Signature: Cherise D. Thomas]
Secretary, Board of Public Service

[Signature: R.T. Brady]
President, Board of Public Service

COUNTERSIGNED:

[Signature] 2/23/12
Comptroller Date

APPROVED AS TO FORM ONLY:

[Signature] 2/16/12
City Counselor Date

ATTEST:

[Signature: Sara J. May] FEB 23 2012
Register Date

COMPTROLLER'S OFFICE
DOCUMENT # 63808