

BILL NO. 1771
INTRODUCED BY: Alderman Newman

ORDINANCE NO. 1709

AN ORDINANCE OF THE CITY OF WARSON WOODS, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN ADDITIONAL PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF WARSON WOODS, MISSOURI, AND SPL, INC., f/k/a KUHLMANN DESIGN GROUP, INC., FOR ENGINEERING SERVICES

WHEREAS, on August 17, 2021, the Board of Aldermen entered into an Agreement by and between the City of Warson Woods, Missouri, and SPL, Inc., a Missouri corporation, known at the time as Kuhlmann Design Group, Inc.; and

WHEREAS, the Board of Aldermen has determined that it is to the benefit of the City of Warson Woods to enter into an Additional Professional Services Agreement with SPL, Inc., f/k/a Kuhlmann Design Group, Inc., for engineering services;

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

SECTION 1. That the form, terms, and provisions of the Additional Professional Services Agreement (“Agreement”) attached hereto, marked as Exhibit “A”, and incorporated by reference herein, be and they hereby are approved and the Mayor shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer, on behalf of the City, such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

SECTION 2. Savings Clause: Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof.

SECTION 3. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. Effective Date: This Ordinance shall be in full force and take effect from and after its final passage and approval.

THIS BILL PASSED AFTER HAVING BEEN READ IN FULL TWO TIMES PRIOR TO
PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF WARSON WOODS,
MISSOURI, THIS 16TH DAY OF JANUARY, 2024.

Sean Fitzgerald, Mayor

ATTEST:

Hannah Talley, City Clerk

APPROVED AS TO FORM:

Drew Weber, City Attorney

EXHIBIT A



ADDITIONAL PROFESSIONAL SERVICES AGREEMENT NO. 2

CLIENT NAME: City of Warson Woods	DATE: January 02, 2024
ADDRESS: 10015 Manchester Road Warson Woods, MO 63122-1825	PROJECT NAME: Warson Woods General Engineering Services
CONTACT: Mayor Sean Fitzgerald	PROJECT NUMBER: 210037-0001
PHONE: 314.965.3100	PROJECT LOCATION: Warson Woods, MO
FAX:	DESCRIPTION: 2024 Services
	REFERENCE CONTRACT DATE: August 17, 2021

SCOPE OF ADDITIONAL SERVICES

Continue Building Commissioner and City Engineer Services into 2024, per scope listed in referenced contract.

ADDITIONAL COMPENSATION

Hourly - To be billed according to our current Hourly Rate Fee Schedule - Exhibit B, attached and made part of this agreement.

Estimated services for the year 2024 - \$85,000 to \$95,000 for a 12-month period.

TIME ADJUSTMENT

One additional 12-month period (2024)

The individual signing this form for the Client warrants that he/she has full power and authority to do so on behalf of the Client and authorizes KdG, a division of Shive-Hattery Inc. (KdG) to proceed with the additional services described in accordance with the terms and conditions established in the referenced contract. Except as set forth above, the original contract between KdG and the Client remains in full force and effect. Please retain one copy and return one fully executed copy to KdG.

KdG, a division of Shive-Hattery Inc.	City of Warson Woods
SIGNATURE: 	AUTHORIZED SIGNATURE: _____
NAME: Ronald T. Stuckel, PE	NAME: _____
TITLE: Group Civil Leader	TITLE: _____
DATE: January 11, 2023	DATE: _____

RTS/pbj

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