



**CONTRACT 13205**

This **AGREEMENT**, made this 23<sup>rd</sup> day of February in the year Two Thousand and Eleven by and between The Law Offices of John G. Heimos, hereinafter called the "Contractor" and **THE METROPOLITAN ST. LOUIS SEWER DISTRICT**, hereinafter called the "District".

**WITNESSETH:**

**WHEREAS**, through Ordinance No. 13205, adopted February 10<sup>th</sup>, 2011, MSD's Board of Trustees authorized execution of this Contract on MSD's behalf,

**NOW, THEREFORE**, the Contractor and the District, for the consideration hereinafter specified, agree as follows:

**Article 1. SCOPE OF WORK**

The Contractor shall provide Collection Litigation Services for the District's in accordance with the Request for Proposal 1416, addendums and Board Approved Ordinance 13205.

**Article 2. CONTRACT DOCUMENTS**

The complete Contract shall be comprised of (1) this instrument; (2) the District's Request for Proposal (RFP); and (3) the Proposal submitted by the Contractor in response to said RFP. In the event of conflict in the language between the aforesaid RFP and the Proposal, the provisions set forth in the RFP shall govern. In the event of conflict in the language between this instrument and either the RFP or the Proposal, the provisions of this instrument shall govern.

**Article 3. TERM**

The term of this contract shall be in accordance with Ordinance No. 13205 and any approved resolutions affecting this contract, and shall be renewable at the District's option. The District reserves the right to terminate this agreement as provided for in the RFP Terms and Conditions for Termination for Convenience and/or Breach of Contract.

**Article 4. RATES**

The rates shall be those reflected in Request for Proposal 1416 and referenced documents accepted by the District. This agreement has firm prices for each item and/or service referenced in the RFP document.

**Article 5. PAYMENT**

The Director shall review each statement. Upon approval by the Director of Finance of all or part of the fees and expenses submitted by the Contractor, the District shall pay within thirty (30) days to the Contractor the amount so approved.

**Article 6. INDEPENDENT CONTRACTOR**

The Contractor shall be an independent Contractor for all purposes, and shall be entitled to no compensation other than the compensation provided under this contract.

**Article 7. HOLD HARMLESS**

The CONTRACTOR shall keep the DISTRICT free and harmless from payment of any damages, costs, expenses, royalties, patent fees, attorneys' fees, or sums of money whatsoever by reason of the Contractor's negligent performance of duties in connection with this project or agreement. In the event of joint or concurrent negligence of Contractor and the District, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which results in the claimed damages. Contractor shall not be liable for any indirect, incidental, special or consequential damages whether grounded in tort (including negligence), strict liability, or contract.

**Article 8. INDEMNIFICATION**

The Contractor shall defend, indemnify and save harmless the District, its Trustees and employees, from and against any and all loss, damages, liability, costs and expenses (including but not limited to attorneys' fees) arising out of any claim, including workers' compensation claims, suit or action against the District for or on account of any discrimination, personal injuries or bodily injury, including death, sustained or claimed to be sustained by any employee or agent of Contractor due, in whole or part, to the work, or by consequence of any hazard related to the work, or due, in whole or part, to any negligent act or omission on the part of the Contractor or any subcontractor, their agents or employees, related to the work and including any claim under workers' compensation for higher wage rates for work done for the District than the Contractor is paying to its own employees whom it provides to the District.

**Article 9. SUSPENSION**

If Consultant's services are delayed or suspended in whole or in part by the Metropolitan St. Louis Sewer District or the Client's actions or inactions for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation. Said adjustment shall be in writing and signed by both parties.

**Article 10. AUTHORITY**

The representatives signing of behalf of the parties certify that they are duly authorized by the party for which they sign to make this contract.

**Article 11. DISPUTE RESOLUTION**

The ordinances of The Metropolitan St. Louis Sewer District and the laws of the State of Missouri shall govern the Proposal and Contract in all respects, and any litigation with respect thereto shall be brought in the courts in the State of Missouri. The District and the Contractor agree to waive rights to a jury trial.

IN WITNESS WHEREOF, the Parties hereto have caused this Instrument to be executed in three (3) original counterparts as of the day and year first above written.

(SEAL)

The Law Offices of John G. Heimos  
Contractor

Attest:

By \_\_\_\_\_ By [Signature]  
\_\_\_\_\_ Pres.  
Title Title

3/4/11  
Date Signed By Contractor

Approved as to Form, Office of General Counsel:

3/9/11 By [Signature]  
Date Acting General Counsel

I certify that this expenditure is within the appropriation to which it is being charged and that there is an unencumbered balance in the appropriation sufficient to pay this obligation or so much if it as may be payable during the current fiscal year.

3/10/11 By [Signature]  
Date Director of Finance

MSD  
(SEAL)



Attest: [Signature] By [Signature]  
Secretary-Treasurer Executive Director/CEO



**Metropolitan St.Louis Sewer District**  
**2350 Market Street**  
**Saint Louis, MO 63103-2555**  
**United States**  
**Ph: 314-768-6200**

Type	<b>Blanket Purchase Agreement</b>
Order	<b>518080</b>
Revision	<b>0</b>
Revision Date	
Order Date	<b>23-FEB-2011</b>
Buyer	<b>Trenz, Steven</b>
Buyer Information	<b>strenz@stlmsd.com</b>
MWBE Target %	<b>20.00</b>
Federal Tax ID #	<b>43-6011991</b>

Supplier: **LAW OFFICES OF JOHN G HEIMOS PC**  
**12620 LAMPLIGHTER SQUARE**  
**ST. LOUIS, MO 63128**  
**United States**  
**Fax: 314-842-4793**

Bill To: **MSD Accounts Payable**  
**2350 Market Street**  
**Saint Louis, MO 63103**  
**United States**

Ship To: **Headquarters**  
**2350 Market Street**  
**St. Louis, MO 63103-2555**  
**United States**

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	<b>10293</b>	<b>NET30</b>	<b>Paid</b>	<b>Destination</b>		
Vendor Contact Info			Requester/Deliver To			
<b>JOHN G HEIMOS,</b> <b>()</b>						

**Notes:** All prices and amounts on this order are expressed in USD

Line	MSD Item Number/ Manufacturer Part Number	Delivery Date	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	84893 SERVICE, LEGAL, COLLECTION LITIGATION(HEIMOS)		0	EA	1		0.00
2	84894 SERVICE, COLLECTION, FEES DUE, LITIGATED (16% OF GROSS)(HEIMOS)		0	WKY	1		0.00
<b>Total: (USD)</b>							

THIS IS A FIRM FIXED PRICE CONTRACT FOR THE MATERIALS LISTED/DESCRIBED ON THE PURCHASE ORDER. THE TERMS AND CONDITIONS ARE LISTED BELOW.

TC-1 The wording of these Terms and Conditions may not be changed or altered in any manner. Contractors taking exception to any clause in whole or part should do so by listing said exceptions on their letterhead and submitting them in writing to the Purchasing Manager.

TC-2 a. The performance of work under this Contract may be terminated by the District, in whole or part, whenever the Purchasing Manager shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Contractor a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

b. After receipt of a termination letter, the Contractor shall:

1. Stop work on the Contract on the date and to the extent specified in the letter.
2. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under the contract not terminated.
3. Complete on schedule such part of the work as shall not have been terminated by the letter of termination.

TC-3 If the Contractor fails to prosecute the work with such diligence as will insure its completions within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time the District may, by written notice to the Contractor, terminate his right to proceed. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damages to the District resulting from his refusal or failure to complete the work within the specified time. The Contractor's right to proceed will not be terminated for delays arising from unforeseeable causes beyond the control of the Contractor such as acts of God.

TC-4 The Contractor will submit invoices directly to the "Bill To" address for work completed and submitted to the District for acceptance. Invoices will not be paid until all work billed is delivered and accepted by the District.

TC-5 a. In connection with the furnishing of supplies or performance of work under this Contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert foregoing provisions in all sub-contracts awarded hereunder. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, sex or natural origin. Such action shall include but not be limited to the following: Employment upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Likewise, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Further the Contractor shall take affirmative action to employ and advance qualified veterans of the Vietnam Era.

Contractor agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided by the public body, setting forth the provisions of this non-discrimination clause.

b. In the event of the Contractor's noncompliance with the provisions of TC-5a, this Contract may be cancelled, terminated or suspended in whole, or in part, and the Contractor may be declared ineligible for further District contracts. The rights and remedies of the District provided in this subparagraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided by law.

TC-6 These documents express the complete Contract of the parties. Any changes, additions or modifications hereto must be in writing and signed by the Purchasing Manager. No other individual is authorized to modify the contract in any manner.

TC-7 The Metropolitan St. Louis Sewer District is funded by public monies. We prefer to purchase material manufactured domestically.

TC-8 Contractors who utilize minority or women owned businesses to fulfill any portion of this Contract, to include freight, are encouraged to report the name of such sub-contractors and the value of their contract to the District's Office of Diversity.

TC-9 In the event this purchase order is used to purchase goods or services, to include construction, as the result of a formal procurement, the Terms and Conditions and Specifications of the formal procurement take precedence over the above Terms and Conditions.

TC-10 APPLICABLE LAW: The bid contract shall be governed in all respects by the ordinances of The Metropolitan St. Louis Sewer District and the laws of the State of Missouri, and any litigation with respect thereto shall be brought in the courts in the State of Missouri.

ORDINANCE NO. 13209

AN ORDINANCE, authorizing the Executive Director and Secretary-Treasurer on behalf of The Metropolitan St. Louis Sewer District to enter into a contract with John G. Heimos, P.C. whereby John G. Heimos, P.C. will provide Collection Litigation Services for the District.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE METROPOLITAN ST. LOUIS SEWER DISTRICT:

Section One. The Executive Director and Secretary-Treasurer are hereby authorized on behalf of The Metropolitan St. Louis Sewer District to enter into a contract with John G. Heimos, P.C. whereby John G. Heimos, P.C. will provide Collection Litigation Services for the District.

Section Two. The contract authorized in Section One of this ordinance shall commence on March 1, 2011 and terminate on February 29, 2012, and may be renewed at the option of the District for two (2) additional one-year terms; and be comprised of such other terms and conditions as are approved by the Office of the General Counsel of the District.

The foregoing Ordinance was adopted February 10, 2011

**(Adopted – Ordinance No. 13200)**

- 24 Adoption of proposed Ord. No. 93-11 appropriating \$3,700,000.00 from the Sanitary Replacement Fund for engineering services for the Missouri WWTP Secondary Treatment Expansion and Disinfection at Various Treatment Plants (10710), and authorizing the Executive Director and Secretary-Treasurer on behalf of The Metropolitan St. Louis Sewer District to enter into Contract Amendment No. 7 with Black & Veatch Corporation, for the aforesaid engineering services.

**(Adopted – Ordinance No. 13201)**

- 25 Adoption of proposed Ord. No. 94-11 declaring the necessity for the acquisition of easements and temporary easements in certain real property within The Metropolitan St. Louis Sewer District for the purpose of construction of sewers and related appurtenances in the project known as Valley Sanitary Relief (SKME-014) Phase II (2006052 – 10147) to serve the needs of residents of the area, and authorizing the acquisition of said easements and temporary construction licenses by purchase or by the institution of condemnation proceedings.

**(Adopted – Ordinance No. 13202)**

- 26 Adoption of proposed Ord. No. 95-11 authorizing the Executive Director and Secretary-Treasurer to lease certain real property of The Metropolitan St. Louis Sewer District, lying in the City of St. Louis, Missouri, to the Walgreen Company for use as a parking lot and to execute a Lease Agreement upon the conditions hereinafter set out.

**(Adopted – Ordinance No. 13203)**

- 27 Adoption of proposed Ord. No. 96-11 authorizing the Executive Director and Secretary-Treasurer on behalf of The Metropolitan St. Louis Sewer District to enter into a contract with Gusdorf Law Firm, LLC whereby Gusdorf Law Firm, LLC will provide Collection Litigation Services for the District.

**(Adopted – Ordinance No. 13204)**

- 28 Adoption of proposed Ord. No. 97-11 authorizing the Executive Director and Secretary-Treasurer on behalf of The Metropolitan St. Louis Sewer District to enter into a contract with Kramer & Frank, P.C., whereby said Kramer & Frank, P.C. will provide debt collection services for the District.

**(Adopted – Ordinance No. 13205)**

- 29 Adoption of proposed Ord. No. 98-11 authorizing the Executive Director and Secretary-Treasurer on behalf of The Metropolitan St. Louis Sewer District to enter into a contract with John G. Heimos, P.C. whereby John G. Heimos, P.C. will provide Collection Litigation Services for the District.

**(Adopted – Ordinance No. 13206)**

- 30 Adoption of proposed Ord. No. 99-11 amending Ordinance No. 8304, as adopted February 13, 1991, and renaming the Emergency Fund the "Wastewater Emergency Fund," and creating a new "stormwater Emergency Fund," and establishing a minimum balance for each.

**(Adopted – Ordinance No. 13207)**

- 31 Adoption of proposed Ord. No. 100-11 amending Ordinance No. 10561, as adopted June 10, 1999, by repealing Section Three and enacting a new Section Three in lieu thereof, pertaining to the transfer of Wastewater Backup Insurance and Reimbursement Fund and establishing a minimum balance.