WILDWOOD

# CITY COUNCIL WORK SESSION AGENDA

**COUNCIL CHAMBERS**
**6:00 to 7:20 PM**
**Monday, February 8, 2016**

I. EXECUTIVE [CLOSED] SESSION

with regard to legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys [RSMO 610.021(1) 1994]; lease, purchase or sale of real estate [RSMO 610.021 (2) 1994]; hiring, firing, disciplining or promoting employees by a public governmental body [RSMO 610.021 (3) 1994]; bidding specification [RSMO 610.021 (11) 1994]; sealed bids and related documents, until the bids are opened and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected [RSMO 610.021 (12) 1994]; and/or individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment [RSMO 610.021 (13) 1994]

II. MAYOR'S COMMENTS/ANNOUNCEMENTS/APPOINTMENTS

III. CITY ADMINISTRATOR DISCUSSION ITEMS

III.I. Update On Wildwood Farms Community Garden And The Annual Meeting (Wards – All

Documents: WS - UPDATE ON WILDWOOD FARMS COMMUNITY GARDEN.PDF

IV. COMMITTEE ACTION ITEM(S)/RECOMMENDATION(S)

IV.I. Update On Rural Internet Access Project (Wards - All)

Documents: WS - UPDATE ON RURAL INTERNET ACCESS.PDF

IV.II. Planning/Economic Development/Parks Committee

IV.II.A. Report On Phase II Of Community Park – Roadway Construction (Ward - One)

Documents: WS - PHASE II COMMUNITY PARK - ROADWAY CONSTRUCTION.PDF

IV.II.B. Connector Trail Proposal – Bluff View Park To Rock Hollow Valley (Ward - Six)

Documents: WS - CONNECTOR TRAIL PROPOSAL - BLUFF VIEW PARK TO ROCK HOLLOW.PDF

IV.II.C. Windsor Crest Retention Basin Easement Agreement And Transfer To City Of

Wildwood (Ward - One)

Documents: WS - WINDSOR CREST EASEMENT AGREEMENT.PDF

IV.III. Historic Preservation Commission

IV.III.A. Update On Historic Markers Program (Wards - All)

Documents: WS - UPDATE ON HISTORIC MARKERS PROGRAM.PDF

IV.IV. Administration/Public Works Committee

IV.IV.A. E-News/Social Media Policy (Wards - All)

Documents: WS - E-NEWS AND SOCIAL MEDIA POLICY.PDF

IV.IV.B. Construction Contract For Manchester Resurfacing And Road Bike Lanes (Ward - One)

Documents: WS - CONSTRUCTION CONTRACT FOR MANCHESTER ROAD RESURFACING AND BIKE LANE PROJECT.PDF

IV.IV.C. Construction Contract For 2016 Concrete Street And Sidewalk Replacement (Wards - All)

Documents: WS - CONSTRUCTION CONTRACT FOR CONCRETE STREET AND SIDEWALK REPLACEMENT.PDF

IV.IV.D. Supplemental Design Contract - Manchester Road Streetscape Phase 3 (Ward - Eight)

Documents: WS - SUPPLEMENTAL DESIGN CONTRACT - MANCHESTER ROAD STREETSCAPE PHASE 3.PDF

IV.IV.E. TIP (Transportation Improvement Program) Application For Route 109 Improvements (Wards - One And Eight)

Documents: WS - TIP APPLICATION FOR ROUTE 109 IMPROVEMENTS.PDF

V. ADJOURNMENT

**If you would like to submit a comment regarding an item on this meeting agenda, please visit the Form Center.**

City Council Will Consider and Act upon the Matters Listed above and Such Others as May Be Presented at the Meeting and Determined to Be Appropriate for Discussion at That Time.

*Notice is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: Legal Actions, Causes of Action, Litigation or Privileged Communications Between the City's Representatives and its Attorneys [RSMO 610.021(1) 1994]; Lease, Purchase or Sale of Real Estate [RSMO 610.021 (2) 1994]; hiring, firing, disciplining or promoting employees by a public governmental body [RSMO 610.021 (3) 1994]; bidding specification [RSMO 610.021 (11) 1994]; sealed bids and related documents, until the bids are opened' and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected [RSMO 610.021 (12) 1994]; and/or individually identifiable personnel records, performance ratings or records*

*pertaining to employees or applicants for employment [RSMO 610.021 (13) 1994]*

The City of Wildwood Is Working to Comply with the Americans with Disabilities Act Mandates. Individuals Who Require an Accommodation to Attend a Meeting Should Contact City Hall, (636) 458-0440 at Least 48 Hours in Advance.

WILDWOOD

February 8, 2016

# MEMORANDUM

To: The Honorable City Council of the City of Wildwood

From: Department of Planning and Parks

Re: Community Garden Season - 2016

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Kathy Arnett, Assistant Director of Planning and Parks
Terri L. Gaston, Senior Planner

The City held its annual meeting with the gardeners of the Wildwood Community Garden on January 27, 2016 at City Hall. The meeting is mandatory for all gardeners, since plots for the upcoming season are assigned and non-returning gardeners' locations in the garden are assigned to those residents on the waiting list. The waiting list at the time of the meeting was in excess of one hundred forty (140) residents expressing interest in the community garden. Of those gardeners on the waiting list, approximately fifteen (15) plots were available for selection.

The Department always tries to provide as many of the waiting gardeners that attend the meeting a place in the garden. Of the waiting gardeners that attended, approximately seventeen (17) of them did not receive a plot. Given this situation, the Department has discussed this matter with the contractor that constructed the garden and he believes that it can be expanded to accommodate another row, which would have approximately twenty (20) plots for use. After receiving this information, the Department contacted the property owner, who leases the site to the City, and he agreed to allow for this limited expansion. With that authorization, the Department intends to add these additional plots, which will bring the total number in the garden to over one hundred twenty-five (125). This amount of plots will be a record number.

The community garden will again offer special events and work days, which all gardeners must volunteer for two (2) of them. Additionally, the garden leadership team will be hosting the Garden Buddies Program for young children during the summer. Therefore, the garden will have a very active year of activities for all as well.

If any of the City Council members should have any questions or comments regarding the City's community garden, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A brief presentation is planned on this matter at tonight's Work Session. Thank you for your continuing support of the community garden and its activities, which are now starting its sixth year in Town Center.

WILDWOOD

February 8, 2016

The Honorable City Council
City of Wildwood, Missouri
16860 Main Street
Wildwood, Missouri 63040

Re: Update on the City's Rural Internet Access Project

Council Members:

With the completion of the three (3), new poles in the southern half of the City, the Department's focus has shifted to the north half of the City, where Wisper ISP provides wireless internet access. The north half of the City has had little activity over the last year, given much of the expansion of the network has been linked to the use of the St. Louis County E-911 Emergency Tower that was constructed in Babler State Park over two (2) years ago. St. Louis County would not allow access to the tower, until all of the other similar structures in the overall system had been completed and testing of the system finalized. Thereafter, negotiations with the City's two (2) providers of high-speed internet followed.

The Department contacted Wisper ISP about the next steps in restarting efforts in the north half of the City, including the option of fiber optic service to the Wild Horse Creek Road Area, prior to the January 25, 2016 City Council meeting and requested some direction in this regard. Unfortunately, at the January 25, 2016 meeting, the Department had nothing to report from the company. Thereafter, the Department contacted Wisper ISP again and did talk with Malinda Heuring, who has assisted the City for Wisper ISP, and she noted the following in regards to the company's future efforts in Wildwood:

1. The owner of Wisper ISP has prepared information relating to the fiber-optic option on Wild Horse Creek Road and it will be delivered to the City this week (week of February 8, 2016). The Department will have an update about this information for City Council at its next meeting on February 22, 2016.
2. The negotiations regarding the use of the St. Louis County E-911 Emergency Tower are on-going and Ms. Heuring spoke with some optimism about their outcome.

Given the efforts of Bays ET in the south half of the City, the Department is seeking to gain momentum within the north half of the City, since there are a number of residences not served at

this time as well. This area now appears to be generating the greatest amount of contacts to the City regarding service.

As this update notes, the companies, residents, and the City continue to work very hard to find as many connection solutions for unserved households in Wildwood as possible. If any of the Council members should have questions or comments in this regard, please feel free to contact the Department of Planning at (636) 458-0440. A brief summary of this information is planned for tonight's Work Session. Thank you for your continued support of this project and the overall effort to bring high-speed internet to the rural areas of this community.

Respectfully submitted,
CITY OF WILDWOOD

Joe Vujnich, Director
Department of Planning

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Kathy Arnett, Assistant Director of Planning and Parks
Chris Bay, Malinda Heuring, and Nathan Stooke, Service Providers - Bays ET and Wisper ISP

WILDWOOD

January 26, 2016

The Honorable City Council
City of Wildwood, Missouri
16860 Main Street
Wildwood, Missouri 63040

Re: **Phase II of Community Park – Roadway Construction (Ward – One)**

Council Members:

As City Council Members are aware, from the discussion that was held regarding this subject matter at its January 25, 2016 meeting, bids for Community Park – Phase II were opened in December 2015 and the results were very favorable to this project. The project includes three (3) components, which are the connection of the park's existing internal roadway to the western terminus of the extended Pond-Grover Loop Road, a companion trail, and the preparation of the Great Meadow Area. This matter's discussion began at the January 11, 2016 meeting of City Council due to a timeframe issue relating to the tree clearing in association with any project located upon the park property and its potential impact on habitat of the Indiana Brown Bat.

Given the timeframe that is authorized for clearing in protected habitat areas, the project's initial work must be completed by March 31, 2016 or wait until November 1, 2016. As noted above, this matter was presented to the City Council at two (2) meetings and authorization was granted to introduce the legislation for the contract for the project, before its presentation to the Committee, but with the caveat that it is provided to those members before final passage of the bill on February 8, 2016. The City Council agreed with this approach, given the circumstances, and the Committee supported it as well. This process allowed the Committee time to review the matter at its January 26, 2016 meeting and had no questions or changes. Therefore, the Committee endorses the final reading of the pending bill for passage.

If any of the Committee Members have questions or comments about this information, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation of this information is planned on this item at tonight's meeting. Thank you for your consideration of this information and providing direction on the same.

Respectfully submitted,
**CITY OF WILDWOOD**

Jim Baugus, Chair*
Planning/Economic Development/Parks Committee

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Kathy Arnett, Assistant Director of Planning and Parks

* The Department of Planning and Parks developed this report, in conjunction with the Planning/Economic Development/Parks Committee. Content reflects the Committee's consideration of this subject, and not necessarily an individual's position or opinion.

WILDWOOD

January 11, 2016

The Honorable City Council
City of Wildwood, Missouri
16860 Main Street
Wildwood, Missouri 63040

Re: Bid Results for Phase 2 of the Community Park

Council Members:

On Tuesday, December 8, 2015, a bid opening was held at City Hall for the Phase 2 portion of the overall Community Park project. The City received a substantial amount of interest in this project and a total of five (5) bids were received for general contracting and related services. The plans and bid specifications contained a base proposal, an add alternate, and a unit price cost for rock removal, if necessary, for consideration and inclusion in the project. A summary of the general contractor submittals is as follows:

| Bidder | Base Bid ($) | Alternate 1 ($) | Unit Cost ($) | TOTAL ($) |
|---|---|---|---|---|
| **Byrne/Jones Construction** | 469,750.00 | 25,000.00 | 200.00/yard$^3$ *** | 495,250.00 |
| **Gershenson Construction** | 378,535.00 | 27,000.00 | 150.00/yard$^3$ | 405,535.00 |
| **Krupp Construction** | 530,166.27 | 21,480.00 | 165.00/yard$^3$ | 551,646.27 |
| **Kuesel Excavating** | 516,600.00 | 28,800.00 | 170.00/yard$^3$ | 545,400.00 |
| **Pavement Solutions** | 499,185.00 | 53,008.00 | 56.00/yard$^3$ | 552,193.00 |

*** Gershenson Construction's bid indicated a number of $7,500.00 per cubic yard for rock removal in the bid document, which, according to Michael Gershenson, was a math error, and meant to be 50 cubic yards times $150.00 per cubic yard, which equates to the $7,500.00 figure. The bid document's language allows those identified items to be considered collectively or individually. The City Attorney was consulted and advised the math error would not preclude the consideration of this bid, given the unit cost is not integral to the base bid itself.

The identified add alternate included the following item:

→ Add Alternate – Multiple Use Path (to parallel roadway along a majority of its length)

With the base bid item and the add alternate considered, the cost of the development of Phase Two of the community park project is identified in the total column provided at the end of the table, which is set forth below. It is important to note that seven hundred thousand dollars ($700,000.00) has been budgeted for this project for 2016, of which an anticipated four hundred thousand dollars ($400,000.00) of funding would be provided through the Municipal Parks Grant Commission of St. Louis County – Round 16 application process (no notification has been provided at this time).

In considering the results of this bidding process, the Department is recommending for the City Council's consideration the following bid and associated alternate:

| Bidder | Base Bid ($) | Alternate 1 – Multiple Use Path ($) | Total ($) |
|---|---|---|---|
| **Gershenson Construction** | 378,535.00 | 27,000.00 | 405,535.00 |

The Department would note the project also includes the relocation of a water line at the intersection of the current western terminus of Pond-Grover Loop Road and the proposed extended park roadway, which was installed in an easement that was opposed by the City Council many years ago. The cost of this relocation has been estimated at approximately one hundred ten thousand dollars ($110,000.00) and would be completed by personnel of Missouri American Water Company. Additionally, the preparation of the Great Meadow Area, as the open and informal play area, is also planned, which would add an additional sixty-five thousand dollars ($65,000.00) to the overall project cost. Therefore, the cost of all components of the project would be $580,535.00. This amount is less than the cost that was anticipated, when the grant application was submitted to the Municipal Parks Grant Commission at the end of October 2015.

This matter is being presented at tonight's Work Session due to an issue regarding timing. The area that is planned for the extension of the park's internal roadway has been identified as habitat for the Brown Indiana Bat and any clearing in that area must be completed by March 31, 2016 or would be delayed to November 1, 2016. Given the meeting schedule for this January, with the Planning/Economic Development/Parks Committee not scheduled to convene until January 26, 2016, such would mean this matter could not be considered by City Council until February 9, 2016, with final passage on February 23, 2016. Accordingly, the needed time to complete the contract, hold a pre-construction meeting, then authorize the project to proceed, would leave very few days before the tree removal allowance by the federal government would end, thereby delaying this project until November 2, 2016, the start of the winter season. This timing is the reason the item is being presented to the City Council at this time, as a whole, in lieu of the Committee on park matters first.

The intent is to present this matter to the Planning/Economic Development/Parks Committee at its January 26, 2016 meeting and address any questions or changes then, before the final passage of a bill would be considered in February. The bill would be introduced, if authorized for preparation tonight, on January 25, 2016. The Department would never ignore the Committee process, but believes that, in this circumstance, the timelines make it appropriate, along with the favorable bid that has been received for the project as well.

If any of the City Council Members should have questions or comments regarding this information, please feel free to contact the Department of Planning at (636) 458-0440. A presentation is planned on this agenda item at tonight's meeting. Thank you for the opportunity to provide this information for the City Council's consideration.

Respectfully submitted,
CITY OF WILDWOOD

Joe Vujnich

Joe Vujnich, Director
Department of Planning and Parks

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney

Rick Brown, P.E. and P.T.O.E., Director of Public Works
Tom Cissell, Oates Associates, Project Engineer
Kathy Arnett, Assistant Director of Planning and Parks
Gary Crews, Superintendent of Parks and Recreation

From: **Michael Gershenson** mgershenson@gershenson.com
Subject: Wildwood community park phase II
Date: December 8, 2015 at 11:45 AM
To: **Joe Vujnich** jvujnich@cityofwildwood.com, **Tom Cissell** Tom.Cissell@oatesassociates.com
Cc: **Ed Gershenson** eng@gershenson.com, **Roxanne Wallace** rwallace@gershenson.com

Mr Vujnich,
Gershenson would like to notify the City of Wildwood our intention for the rock excavation pricing in our bid proposal that we submitted today for the Pond Grover Loop Road connection road.

We submitted a price for $7500 for 50 yd.$^3$ of rock excavation. Our intention, was that our price for 1 cubic yard of rock excavation was to be $150 and that our total price for 50 yd.$^3$ of rock excavation equaled $7,500. We realize that was the incorrect number to put in the unit price box and apologize for that error.

We just wanted to notify you of our true intentions for the rock excavation price in your consideration of our bid proposal and we understand if it results in our disqualification. However, we definitely hope the City of Wildwood will still be able to consider Gershenson Construction for this project in light of this error and look forward to possibly working with you again.

Thanks!

Mike Gershenson
Project manager
Gershenson Construction Company

RETURN WITH BID

ARTICLE 10

BID FORM PROPOSAL

BID TIME 10:00 am

BID DATE 12/8/15

TO: THE CITY OF WILDWOOD

The bidder declares that he has had an opportunity to examine the site of the work and he has examined the contract documents therefore, and that he has prepared his proposal upon the basis thereof, Edward Gershenson, having carefully examined the site and having read and understood all the Contract Documents, adding Addenda 1 through 1, for the

**WILDWOOD COMMUNITY PARK – PHASE 2 (POND GROVER LOOP ROAD EXTENSION)**

and being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents or the following itemized bid.

(Signature) _____

(Print Name) Edward N. Gershenson
President

(Company Name) Gershenson Construction Co., Inc.

(Address) 2 Truitt Dr.
Eureka, MO 63025

(Telephone Number) 636.938.9595

(Fax Number) 636.938.9501

RETURN WITH BID

# ITEMIZED BID FORM – GENERAL CONTRACT

## BASE BID

## CITY OF WILDWOOD, MISSOURI

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | EARTHWORK | L SUM | 1 | 51,800.00 | 51,800.00 |
| 2 | TREE / BRUSH CLEARING * | L SUM | 1 | 9,900.00 | 9,900.00 |
| 3 | SEEDING | L SUM | 1 | 4,800.00 | 4,800.00 |
| 4 | SOD | L SUM | 1 | 13,000.00 | 13,000.00 |
| 5 | INLET AND PIPE PROTECTION | L SUM | 1 | 250.00 | 250.00 |
| 6 | END SECTIONS, 15"; COST TO RESET PIPE | L SUM | 1 | 2,300.00 | 2,300.00 |
| 7 | PIPE CULVERTS, 18" | L SUM | 1 | 950.00 | 950.00 |
| 8 | END SECTIONS, 18" | L SUM | 1 | 2,250.00 | 2,250.00 |
| 9 | PIPE CULVERTS, 24" | L SUM | 1 | 5,625.00 | 5,625.00 |
| 10 | END SECTIONS, 24" | L SUM | 1 | 1,850.00 | 1,850.00 |
| 11 | PIPE CULVERTS, 30"; COST TO RESET PIPE | L SUM | 1 | 1,500.00 | 1,500.00 |
| 12 | END SECTIONS, 30" | L SUM | 1 | 2,100.00 | 2,100.00 |
| 13 | 12" RCP STORM SEWER | L SUM | 1 | 3,000.00 | 3,000.00 |
| 14 | STRUCTURES | L SUM | 1 | 8,800.00 | 8,800.00 |
| 15 | PROCESSING LIME MODIFIED SOIL, 12" | L SUM | 1 | 35,700.00 | 35,700.00 |
| 16 | AGGREGATE BASE COURSE, 6" | L SUM | 1 | 41,000.00 | 41,000.00 |
| 17 | HMA PAVEMENT, 6"-THICK ROAD | L SUM | 1 | 124,000.00 | 124,000.00 |
| 18 | MILL & OVERLAY | L SUM | 1 | 8,000.00 | 8,000.00 |
| 19 | 6' HMA WIDENING | L SUM | 1 | 1,600.00 | 1,600.00 |
| 20 | PARKING BLOCKS | L SUM | 1 | 1,200.00 | 1,200.00 |
| 21 | PVMT MARKING & SIGNAGE | L SUM | 1 | 2,160.00 | 2,160.00 |
| 22 | MSD - 5 ROCK BLANKET | L SUM | 1 | 2,300.00 | 2,300.00 |
| 23 | MSD - 7 WEATHERED LIMESTONE REVETMENT | L SUM | 1 | 1,600.00 | 1,600.00 |
| 24 | EROSION CONTROL | L SUM | 1 | 10,500.00 | 10,500.00 |
| 25 | GATE ADJUSTMENT | L SUM | 1 | 2,300.00 | 2,300.00 |
| 26 | REMOVE STOP SIGNS | L SUM | 1 | 450.00 | 450.00 |
| 27 | REMOVE STRUCTURE AND PIPE | L SUM | 1 | 550.00 | 550.00 |
| 28 | TREE PROTECTION LAYOUT | L SUM | 1 | 550.00 | 550.00 |
| 29 | MOBILIZATION | L SUM | 1 | 24,500.00 | 24,500.00 |
| 30 | GENERAL CONDITIONS AND MISCELLANEOUS CONSTRUCTION ITEMS | L SUM | 1 | 14,000.00 | 14,000.00 |
| | | | | TOTAL BASE BID | 378,535.00 |

EG

*Per Missouri American Water, the TREE/ BRUSH CLEARING of the water main easement will be the responsibility of the general contractor. The limits are shown on the removal and erosion control sheet.

By Edward N. Gershenson
President
Title

Gershenson Construction Co.
Contractor

RETURN WITH BID

ITEMIZED BID FORM – GENERAL CONTRACT

ALTERNATE BID – MULTI-USE PATH

CITY OF WILDWOOD, MISSOURI

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| Alt 1 | PROCESSING LIME MODIFIED SOIL, 12" | L SUM | 1 | 4,000.00 | 4,000.00 |
| Alt 2 | AGGREGATE BASE COURSE, 6" | L SUM | 1 | 8,600.00 | 8,600.00 |
| Alt 3 | HMA PAVEMENT, 3"-THICK TRAIL | L SUM | 1 | 11,500.00 | 11,500.00 |
| Alt 4 | CONCRETE CURB RAMPS | L SUM | 1 | 1,600.00 | 1,600.00 |
| Alt 5 | SHARE THE ROAD SIGN | L SUM | 1 | 1,300.00 | 1,300.00 |
| | | | | TOTAL ALTERNATE BID | 27,000.00 |

By Edward N. Gershenson
President
Title

Gershenson Construction Co.
Contractor

UNIT COST

CITY OF WILDWOOD, MISSOURI

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE |
|---|---|---|---|---|
| 1 | ROCK EXCAVATION | CU YD | 50 | 7,500.00 |
| | | | | |

Note:
A quantity for ROCK EXCAVATION is included in order to establish a unit cost for work which may be required to construct this section. The actual quantity shall be determined by the engineer in the field.

Determination of the low bidder will consider the BASE BID, ALTERNATE BID, and UNIT COST.

ROCK EXCAVATION shall be according to Saint Louis County Standard Specifications for Road and Bridge Construction Section 203.

By Edward N. Gershenson
President
Title

Gershenson Construction Co.
Contractor

RETURN WITH BID

SUBCONTRACTOR UTILIZATION FORM

This report must accompany and be part of the sealed bid proposal.

1. Name of Bidder: Gershenson Construction Co., Inc.

2. Address Bidder: 2 Truitt Dr. Eureka, MO 63025 636.938.9595

City State Zip Phone

3. The above-named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

| Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing | Nature of Participation | $ Value of Subcontractor |
|---|---|---|
| Sollenrick Grading | Earthwork | $ 38,000.00 |
| D+S Fence | Fencing | $ 5,000.00 |
| Schaefer Meyer Seed+Sod | Landscaping | $ 20,000.00 |
| Budrovich Excavating | Lime Soil | $ 30,000.00 |

EG

A. Total of Above $ 93,000.00

B. Total Bid Amount $ 378,535.00

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) 24 %

The General Contractor shall perform 51% of the contract with his own company.

Edward N. Gershenson
President

Name-Authorized Officer of Bidder

Signature-Office Bidder

12/8/15

Date

RETURN WITH BID

The City of Wildwood, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

NON-COLLUSION AFFIDAVIT

STATE OF Missouri,

COUNTY OF St. Louis,

Edward Gershenson being first duly sworn, deposes and says that he is Pres. *(sole owner, partner, president, secretary, etc.) of Gershenson Construction the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED: Edward N. Gershenson

President

(Title)

Subscribed and sworn to before me this 8th day of December, 2015.

Seal of Notary

Notary Public

PENNY JO STEWART
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sept. 7, 2018
Commission # 14530163

INSTRUCTIONS FOR EXECUTING CONTRACT

RETURN WITH BID

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the City shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, certify that I am the secretary of the corporation named as Contractor herein above, that who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the Bidder with whom the City contemplates entering into a Contract) by some officer or agent of the City duly authorized to give such notice.

BILL #2099 ORDINANCE #2099

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A CONTRACT ON BEHALF OF IT WITH OATES ASSOCIATES FOR THE DEVELOPMENT OF ENGINEERED DRAWINGS/PLANS, AND ACCOMPANYING BID SPECIFICATIONS, FOR THE EXTENSION OF THE PARK'S INTERNAL ROADWAY, TO THE WESTERN TERMINUS OF POND-GROVER LOOP ROAD, IN ASSOCIATION WITH THE COMMUNITY PARK PROJECT – PHASE 1A, CONSISTENT WITH THE ATTACHED CONTRACT AND EXHIBITS, WHICH ARE BEING RECOMMENDED BY THE PLANNING/ECONOMIC DEVELOPMENT/PARKS COMMITTEE OF CITY COUNCIL.** (Wards - All)

**WHEREAS,** in 2006, the City Council appointed a Citizens Committee for Park Progress (CCPP) to review and define the future of park and recreation efforts in the City of Wildwood; and

**WHEREAS,** this process involved a lengthy public engagement effort that included a professionally designed and administered random survey of three thousand (3,000) Wildwood households; and

**WHEREAS,** the output of this effort was statistically significant data that led the Committee to develop an Action Plan for Parks and Recreation that contains four (4) goals this group believed were essential for the City Council to implement over the next five (5) to ten (10) year period of time; and

**WHEREAS,** one (1) of the recommendations in this Action Plan for Parks and Recreation was for the City to purchase property that could accommodate a community park, in a central location of it and near Town Center; and

**WHEREAS,** in 2009, the City of Wildwood purchased a sixty-six (66) acre parcel of ground located near the intersection of State Routes 109 and 100 for the purposes of a future community park site; and

**WHEREAS,** in 2010, the City hired Oates Associates to manage a public engagement effort and complete a conceptual design of the site that was in keeping with the needs of the community and input of residents and future users of this planned facility; and

**WHEREAS,** the City's consultant, along with assistance from a citizen advisory panel, undertook this effort for approximately one (1) year, which resulted in the development of a Concept Plan that was ultimately adopted by both the Planning and Zoning Commission and City Council; and

**WHEREAS,** the City Council, as part of the City's Capital Improvements Budget, set aside three hundred thousand dollars ($300,000.00) for the design and engineering plans/specifications for Phase One of the community park (based upon this Concept Plan), which initiated a Request for Qualifications (RFQ) for this project, and Oates Associates was selected to complete these plans and specifications due to its background and expertise in this regard; and

**WHEREAS,** thereafter, two (2) bid efforts were held on the community park project, resulting is the selection of Gershenson Construction for the general contracting work in association with Phase One of it; and

**WHEREAS,** with the Phase One project work scheduled for completion in early summer 2015, the Department of Planning and Parks noted an opportunity to complete the access roadway between State Route 100 on the south end and Pond-Grove Loop Road on the east end, sooner

than later, given other factors that appear to favor such, which include the completion of the western extension of Pond-Grover Loop Road to the park's eastern boundary, the stockpiling of fill on the site for the roadway bed's construction, and the availability of funding in the 2015 Capital Improvements Program budget for this project; and

**WHEREAS,** the Planning/Economic Development/Parks Committee discussed this proposal and agreed that Oates Associates had the best level of experience with this property and proposed design and offered a needed service for a reasonable cost - $43,800.00; and

**WHEREAS,** this action, on the part of the Planning/Economic Development/Parks Committee, was taken on February 24, 2015, while authorizing its presentation to City Council for its consideration and action.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AS FOLLOWS:**

**Section One.** The Mayor of the City of Wildwood, Missouri is hereby authorized to execute on behalf of the City of Wildwood, Missouri a contract with Oates Associates for the development of engineered drawings/plans, and associated bid specifications, in conjunction with the community park project- Phase 1A, such being consistent with the Scope of Work and other information that has been provided by the consultant and presented to the City and included herein.

**Section Two.** The total expenses and liability of the City may incur under this contract shall not exceed maximum sum of forty-three thousand eight hundred dollars ($43,800.00), as set forth in Attachment B of the accompanying contract.

**Section Three.** This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this ____ day of _____, 2015, by the Council of the City of Wildwood, Missouri, after having been read by title, or in full two (2) times, prior to its passage.

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | The Honorable Timothy Woerther, Mayor |

ATTEST:

| | |
|---|---|
| _____ | _____ |
| City Clerk | Lynne Greene Beldner<br>Deputy City Administrator/City Clerk |

City of Wildwood
**CONSULTANT / SERVICES AGREEMENT**

DEPARTMENT: **Department of Planning and Parks** DATE: **March 24, 2015**

THIS AGREEMENT, made and effective this **24th day of March 2015** by and between the **City of Wildwood, Missouri**, a municipal corporation hereinafter referred to as "City", and **Oates Associates, Inc.,** hereinafter referred to as "Consultant", with a business address of: **720 Olive Boulevard, Suite 1660, St. Louis, Missouri 63101.**

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

## I. SCOPE OF SERVICES

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:

**To develop acceptable engineered drawings/plans, along with associated bid specifications, for the eventual construction of the extension of the park access roadway, from the Bonhomme Creek Bridge to the western terminus of the Pond-Grover Loop Road, to be known as Phase 1A of the community park project, as detailed and set forth in Attachment B of this Agreement.**

The above services (hereinafter referred to as the "Work") shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as Attachment A, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant.

## II. COMPENSATION

**A. Basic Compensation.** The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

A sum not to exceed **Forty-Three Thousand Eight Hundred Dollars ($43,800.00);**

Or

As set forth on an Attachment B attached hereto and incorporated herein.

**B. Additional Compensation.** Any cost not specifically allowed the Consultant pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first be authorized by a written Change Order approved by the City and Consultant. If City directs or authorizes additional services not included in this Agreement to be performed, the City and Consultant shall first agree by written Change Order as to how the Consultant is to be paid. Any services provided in addition to the Work shall not entitle Consultant to additional compensation unless approved in advance and by written Change Order executed by the City and the Consultant.

## III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

## IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before **March 24, 2015 (Tuesday)** shall be completed on or before **July 24, 2015 (Friday)**, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

| | |
|---|---|
| _____ | _____ |
| Consultant | City of Wildwood |
| By _____ | By _____ |
| Title _____ | Title _____ |
| | ATTEST: |
| | _____ |
| | DATE: _____ |

ATTACHMENT A – Consultant/Services Agreement General Conditions
ATTACHMENT B – Consultant Proposal
ATTACHMENT C – Progress Payment Schedule (Optional)
ATTACHMENT D – Consultant Liability Insurance Requirements

Attachment A

City of Wildwood
**CONSULTANT/SERVICES AGREEMENT**
**GENERAL CONDITIONS**

1. **Independent Consultant.** The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.

2. **Assignment; Subcontracts.** This Agreement shall not be assigned to any other parties by the Consultant without the express written consent of the City. In addition, the Consultant shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in Attachment B.

3. **Proposals for the Work.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto, are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the proposal of the Consultant, the requirements of the executed Consultant/Services Agreement shall control unless a change thereto is specifically stated in this Agreement.

4. **Changes to Work and/or Compensation.** No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Consultant. The Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Consultant in advance of the Work being performed. Consultant, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Consultant upon written notification from the City if the City and Consultant are not able to agree as to matters of scope and compensation for changes to the Work.

5. **Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from consultant's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Consultant's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.

6. **Insurance.** Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Attachment D. The policies of insurance shall be in such form and shall be issued by such company or companies as

may be reasonably satisfactory to the City. The City and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Attachment D, but in no event less than the City's sovereign immunity limits as established by RSMo. §537.610, as adjusted from time to time. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Nothing in this Agreement, or the provision of insurance, shall be deemed a waiver of sovereign immunity by the City.

7. **Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly . The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

8. **Accounting.** During the period of this Agreement, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

9. **Reimbursable Expenses.** Expenses of the Consultant that are directly attributable to the performance of the Agreement that are in addition to the Basic Compensation, such as reproduction charges, travel expenses, long distance phone calls, mileage, and sub-contractors, are to be set forth in a schedule of reimbursable fees and rates as part of the Agreement. Consultant personnel labor rate expenses for time while traveling in performance of the Agreement do not qualify as reimbursable expenses.

10. **Personnel.** The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

11. **Other Consultants.** The City reserves the right to employ other consultants in connection with the Work.

12. **Project Records and Work Product.** The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and any deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of or relating to this Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the work product.

13. **Site Operations.** Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

14. **Termination.** The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Work performed and accepted. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

15. **Compliance with Laws.** The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, worker eligibility, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement.

16. **Nondisclosure.** The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

17. **Representations.** Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

18. **Amendments.** This Agreement may be amended only by written agreement signed by the parties.

19. **Governing Law.** The interpretation of and performance under this Agreement shall be governed by the laws of the state of Missouri, without regard to choice of law principles.

20. **Severability.** If any provisions of this Agreement shall be found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and be construed to effectuate the intent of the parties.

21. **Notice.** Any notice or written communication required or permitted hereunder shall be sent to the parties via United States mail, certified return receipt requested, or via facsimile, to the respective addresses and numbers on file. Any notice so given shall be deemed effective on the date shown on the receipt thereof.

22. **Good Faith.** The parties shall act in good faith in the performance of their obligations hereunder.

23. **Prevailing Party.** If either party to this Agreement defaults in the performance of its obligation(s) hereunder, the prevailing party in any action to enforce its rights and remedies shall be entitled to obtain its costs and reasonable attorney's fees from the non-prevailing party.

24. **Non-Waiver.** The failure of either party to enforce any of its rights hereunder shall not act as a waiver of that or any other right possessed by such party under this Agreement.

25. **Authorization to Enter into Agreement.** Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

26. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered by facsimile or electronic mail transmission. This Agreement shall be considered to have been executed by a party, if there exists a photocopy, facsimile copy, electronic copy, or a photocopy of a facsimile or electronic copy of an original hereof or of a counterpart hereof which has been signed by such party. Any photocopy, facsimile copy, electronic copy or photocopy of a facsimile copy of this Agreement or any counterpart hereof shall be admissible into evidence in any proceeding as though the same was an original.

27. **Other Special Provisions.** The special provisions set forth on Attachments C and D are incorporated herein by reference, and made a part hereof.

ATTACHMENT B

**OATES** ASSOCIATES
Engineering + Architecture

ILLINOIS
Eastport Business Center 1
100 Lanter Court, Suite 1
Collinsville, IL 62234
*tel* 618.345.2200
*fax* 618.345.7233

MISSOURI
Laclede Gas Building
720 Olive, Suite 1660
St. Louis, MO 63101
*tel* 314.588.8381
*fax* 314.588.9605

www.oatesassociates.com

January 26, 2015

Joe Vujnich
City of Wildwood
Director of Planning and Parks
183 Plaza Drive
Wildwood, MO 63040

Re: Phase 2 - Community Park
Park Access Road/ Pond Grove Loop Road Extension

Dear Mr. Vujnich:

We propose to render construction services in connection with Phase 2 of the Community Park, which involves extending the Park Access Road to Pond Grove Loop Road (hereinafter called the "Project").

Our Basic Services will consist of providing a topographic survey, preliminary design, construction documents, part-time construction administration, and permit applications, all as set forth in the attached "Exhibit A: Scope of Work and Estimated Schedule". Oates Associates will manage and perform all the work in this proposal, including coordination with the contractors and the City.

You agree to pay us for our Basic Services and any authorized Additional Services at the hourly rates set forth on Exhibit B. Billings for Basic Services are estimated at $43,800.

If Additional Services are requested to address an unforeseen condition or to address a City initiated design change, we will provide the service for an additional fee and bill for the time on an hourly basis using the rates shown in Exhibit B. We will not provide any Additional Services that increases the contract amount without prior approval from the City.

If this proposal and Scope of Work satisfactorily sets forth your understanding of our agreement, we'll incorporate it into the City's "Consultant/ Services Agreement" using this letter as an attachment. This proposal will be open for acceptance until February 27, 2015, unless changed by us in writing.

Sincerely,
**OATES ASSOCIATES, INC.**

Tom Cissell

Tom Cissell, PE, LEED AP
Project Manager

Accepted this_____ day of _____, 2015.

By: _____

Title: _____

# EXHIBIT A

## Scope of Work and Estimated Schedule

Task 1: Field Survey - 1,800' long road (about 2-weeks starting in February).

Task 1.1: Call in utility locates and review the utility marks in the field
Task 1.2: Set horizontal and vertical control points
Task 1.3: Tie in existing topography/ utilities
Task 1.4: Process survey data in the office
Task 1.5: Field review the survey drawing and edit accordingly

Task 2: Construction Documents (about 6-weeks starting in mid-February and ending near the end of March)

Task 2.1: Kick-off/ coordination meeting with client to confirm goals and expectations
Task 2.2: Set roadway alignments – horizontal and vertical
Task 2.3: Perform storm water drainage computations including:
- Design two cross-road pipe culverts
- Design roadside ditches
- Perform water quality computations and design a bioretention feature

Task 2.4: Prepare permit applications for a MDNR Land Disturbance Permit
Task 2.5: Perform a pavement design to determine the roadway pavement structure
Task 2.6: Develop construction documents including:
- An existing conditions and demo plan
- Roadway plan and profile sheets.
- Cross sections
- Details
- Storm Water Pollution Prevention Plan

Task 2.7: Develop construction cost estimates
Task 2.8: Submit the pre-final plans to the City for review and approval.

Task 3: Construction Administration (about 4-weeks starting in March)

Task 3.1: Coordinate with and respond to contractor questions related to the roadway work.
Task 3.2: Perform two site visits/ week to review progress, document construction operations, help ensure the project is being built according to the plans, and coordinate construction.

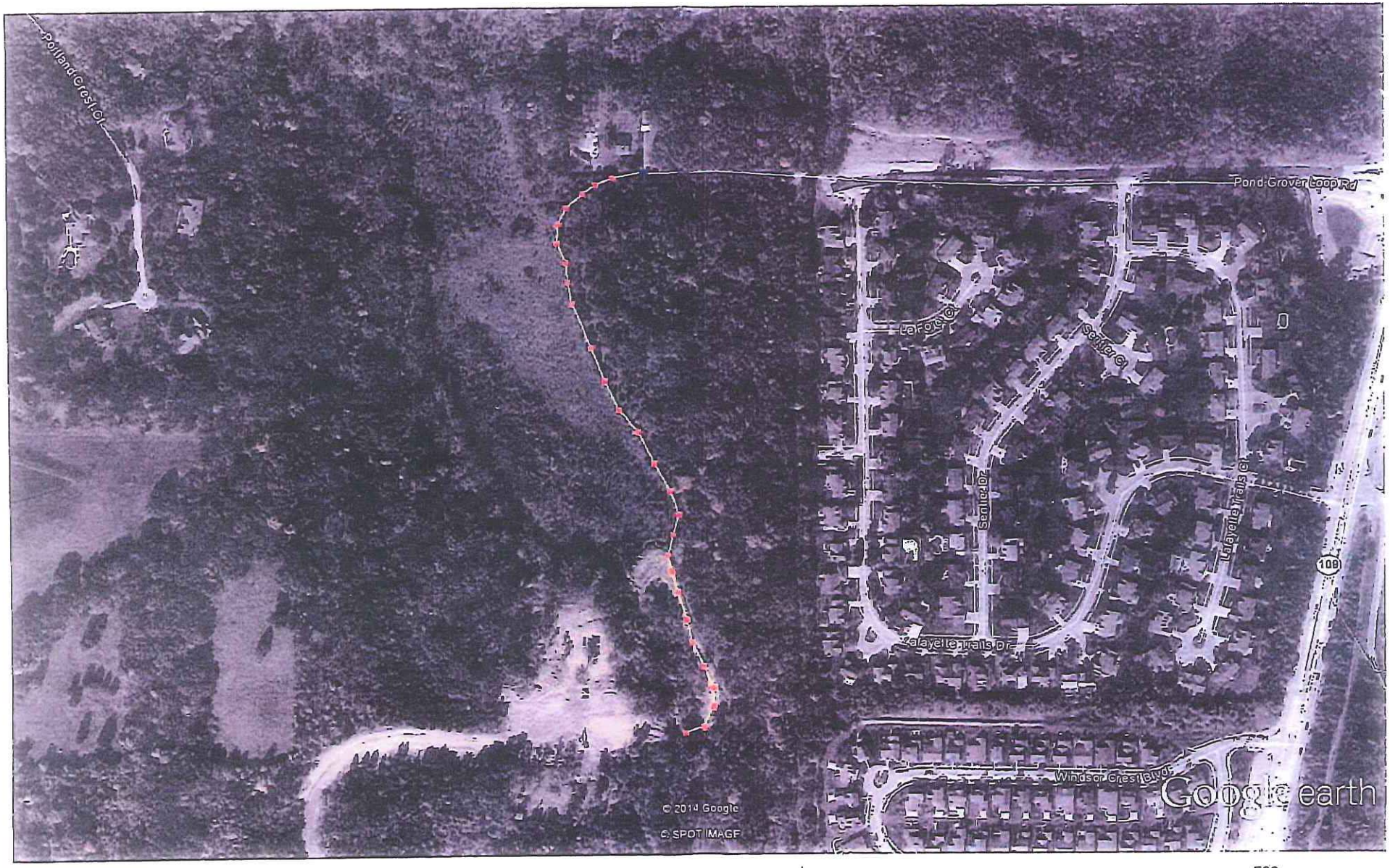
We propose to perform the following activities as part of the site visits:

- Perform quality assurance material testing on concrete, rock, and asphalt.
- Review the site for construction activity erosion and conduct storm water erosion control inspections.
- Document construction activities in daily field reports.
- If required, we will document design changes in the plans and specifications. At the end of the project, we will submit as-built drawings and specifications to the City.

# EXHIBIT B
## HOURLY RATE SCHEDULE

| | |
|---|---|
| Principal Engineer | 200.00 |
| Senior Professional II | 170.00 |
| Senior Professional I | 150.00 |
| Professional IV | 140.00 |
| Professional III | 130.00 |
| Professional II | 115.00 |
| Professional I | 100.00 |
| Junior Professional | 85.00 |
| Technician III | 115.00 |
| Technician II | 95.00 |
| Technician I | 75.00 |
| Technician Intern | 50.00 |

The above hourly rates are effective as of July 1, 2014 and are subject to adjustment annually.

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**Attachment C**

(Optional)

**Consultant/Services Agreement**

**Progress Payment Schedule**

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Consultant: **Oates Associates, Inc.** Date: **March 24, 2015**

Project: **Design and Engineered Drawings/Plans, along with Bid Specifications, for Phase 1A of the Community Park Property**

Basic Compensation: **$43,800.00**

| Phase of Work (Describe) | % of Total | Progress Payment |
|---|---|---|
| Task One – Field Survey | 33 | $14,454.00 |
| Task Two – Construction Documents | 33 | $14,454.00 |
| Task Three – Construction Administration | 34 | $14,892.00 |

**Total Basic Compensation: $43,800.00**

## Attachment D

### Consultant Liability Insurance Requirements

The Consultant shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy(ies) shall be endorsed to cover the contractual liability of the Consultant under the General Conditions.

The Consultant and its Sub-consultants shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of $1,000,000*.

(b) Comprehensive General Liability and Bodily Injury

| | |
|---|---|
| Including Death: | $500,000 each person* |
| | $3,000,000 each occurrence* |
| Property Damage: | $3,000,000 each occurrence* |
| | $3,000,000 aggregate* |

(c) Comprehensive Automobile Liability, Bodily Injury

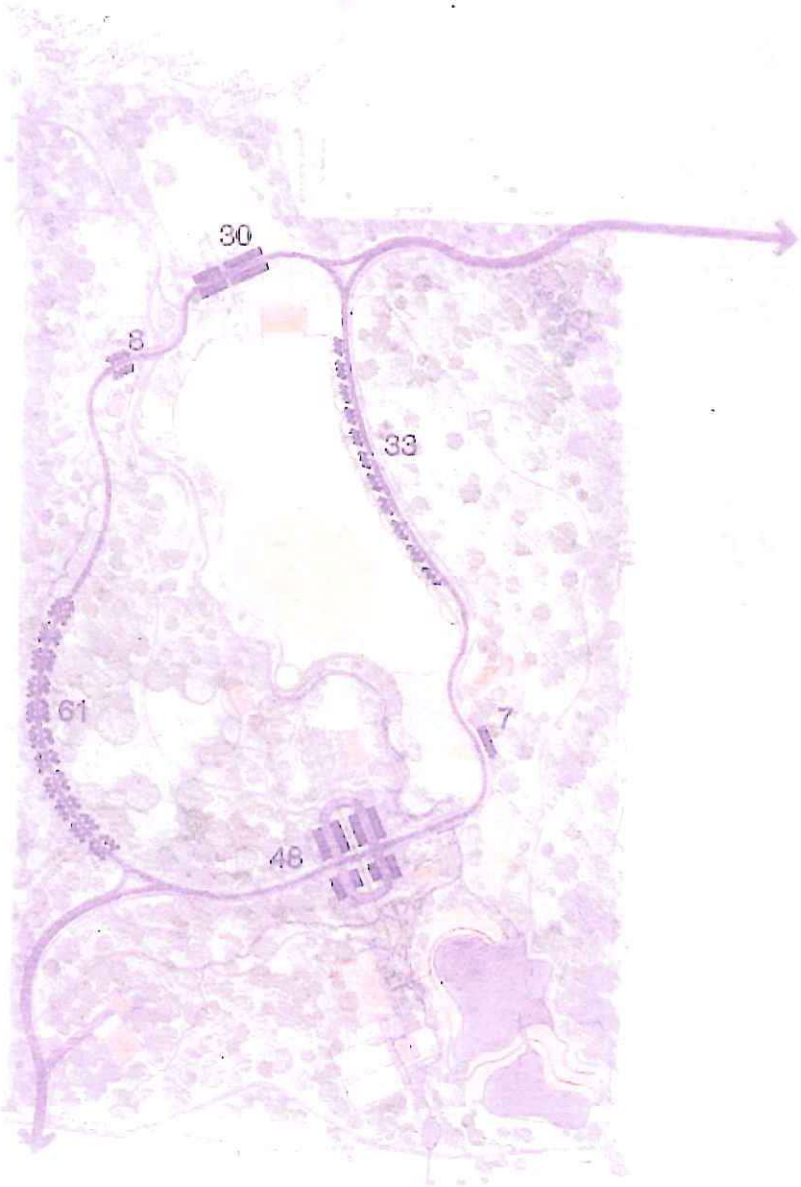
| | |
|---|---|
| Including Death: | $500,000 each person* |
| | $3,000,000 each occurrence* |
| Property Damage: | $3,000,000 each accident* |

(d) Professional Liability

| | |
|---|---|
| Including Death: | $500,000 each person* |
| | $3,000,000 each occurrence* |
| Property Damage: | $3,000,000 each occurrence* |
| | $3,000,000 aggregate* |

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Consultant commencing the Work on this project. The certificates must state "The City of Wildwood is an additional insured."

* but not less than the sovereign immunity limits established by RSMo. 537.610 et seq.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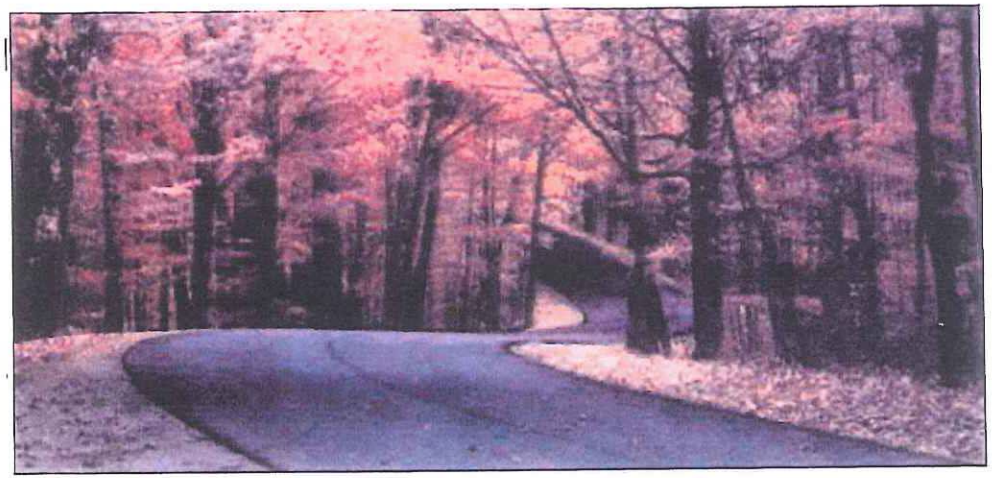


WILDWOOD

September 22, 2015

The Honorable City Council
City of Wildwood, Missouri
16860 Main Street
Wildwood, Missouri 63040

Re: Community Park – Guard Rail Project at Entry From State Route 100 and Phase IA Plans for Connector Road and Trail

Council Members:

The community park, as was noted in the last update to City Council on September 14, 2015, is now open and a number of additional considerations have been identified, with its partial use underway. These considerations relate to a guardrail project at the entry from State Route 100 and Phase IA plans for the connector road and trail. To this end, the Department sought the Committee's direction on these identified items at this aforementioned meeting. A summary of each of these items is provided below, which includes background materials and the action the Planning/Economic Development/Parks Committee took in their regard. A summary of these items is as follows:

Guard Rail Project at Entry From State Route 100 – With the opening of the park and the completion of the access roadway and paralleling trail, the Committee members have been made aware by the Department of Planning and Parks of the proximity of these two (2) improvements to each other at the State Route 100/State Route 109 access point and concerns about safety. Along a distance from the entry into the park, a thin strip of grass separates the roadway and trail, which offers no protections to users of the pedestrian facility from vehicles entering the park site. This situation is somewhat reminiscent of the Wildwood Greenway Corridor sections along State Route 100 for many years.

Accordingly, the Committee was asked to support the installation of a guardrail along a section of this roadway and trail. To assist in this discussion, a bid was requested from D&S Fencing for this work. Although the bid was for the installation of a four hundred fifty (450) foot section of wood backed guardrail at this location to provide the protection users should have when on the trail, the Committee (and the Department) believed a lesser amount could be considered, approximately three hundred (300) feet. By reducing the length of the guardrail section, the original bid of $32,000.00 for the four hundred fifty (450) foot strip, which equates to approximately sixty dollars ($60.00) a linear foot, can be lessened. Therefore, at a reduced length of three hundred (300) feet,

the cost would be eighteen thousand dollars ($18,000.00), with the potential of another five thousand dollars ($5,000.00) added to it to accommodate a soft dig of the holes for the posts, given a nearby water line (if determined necessary). The project would then have a maximum cost of twenty-three thousand dollars ($23,000.00), if the soft dig were necessary due to the proximity of the water line.

The Committee would note the wood-backed guardrail is very attractive and safe and will complement other similar improvements in the park, i.e. the bridge crossing Bonhomme Creek. However, the amount is significant, but the Committee agreed to allocate money from another line item in the Capital Improvement Program for 2015 for this project to meet this cost. The City has currently funded Kohn Park Repairs to an amount of one hundred twenty-five thousand dollars ($125,000.00), which will not be used this year. Given this situation, the Committee believes it is appropriate to transfer this cost for the guardrail segment from this project line item. This action will leave approximately ninety-seven thousand dollars ($97,000.00) in that project line item for future use (the Committee is already supporting the re-allocation of five thousand dollars ($5,000.00) from this same account for landscaping at Bluff View Park).

Accordingly, the Committee is recommending the project be supported by the City Council and the necessary funding be transferred from Account Number 40-480-34 Kohn Park Repairs to Account Number 40-480-25 Community Park – Phase I Construction to be used for the above-described guard rail project. The accounting for this transfer of these funds will occur at the end of this fiscal year, when year-end budget adjustments are presented to the City Council. The vote on this matter by the Committee was 7 to 0, with the members noting again the improved safety offered by this project to trail users in the park.

Phase IA Plans for Connector Road and Trail – During the spring of 2015, the Committee presented its recommendation to City Council on a proposal to complete the park's internal roadway from the bridge, at Bonhomme Creek, to the newly-constructed western extension of the Pond-Grover Loop Road. This project was prioritized by City Council, given its benefits and safety considerations. With the action of the City Council on the required contract with Oates Associates, the City began the design/engineering of this roadway, which is now nearing completion.

With the construction plans nearing completion, the Department of Planning and Parks presented them to Committee for its input and comments at its September 22, 2015 meeting. Highlights of the design and engineering of this roadway were identified at that time and are as follows:

1. The roadway will be approximately 3,200 feet in total length.
2. The roadway will be twenty (20) to twenty-seven (27) feet in width and have two (2), six (6) foot wide drainage swales on either side of it.
3. The drainage swale on the eastern side of the roadway will provide separation for the proposed ten (10) foot wide, multiple-use trail that will connect to the existing facility in Phase One of the park and the new Pond-Grover Loop Road.
4. The roadway will provide a limited number of parking spaces (12), at the Great Meadow Area of the park.

5. The roadway will have a section of grade at ten (10) percent between Stations 24 and 27.
6. The connection of this roadway at Pond-Grover Loop Road will be affected by a water line of the Missouri American Water Company.

The engineer has also provided a cost estimate for this project, which is $636,000.00, which includes the cost of a waterline relocation. The actual cost of the roadway and trail, minus the waterline relocation and contingencies, is just less than five hundred thousand dollars ($500,000.00). It is the intent of the Committee to further address this project, as part of the upcoming discussion on its Capital Improvements Program for 2016, while also authorizing the Department of Planning and Parks to submit a grant application to the St. Louis County Park Grant Commission for this project[1], if such is supported by City Council.

The development of this roadway is necessary to provide an alternative to the current access point onto State Route 100, which has high volumes and speeds of traffic. Additionally, the trail connection will allow more surrounding residents to access the area, without the benefit of a vehicle, and support the expenditure of funds for the western extension of the Pond-Grover Loop Road that was recently completed. Therefore, the Committee voted 7 to 0 to support the proposed design and engineering plans for this internal park roadway, with a trail component. Again, the Committee would note its desire to complete this roadway connection, which will make access to the park much safer and convenient for many of its users.

If any of the City Council Members have questions or comments regarding this information, please feel free to contact the Department of Planning at (636) 458-0440. A presentation is planned on all of these items at tonight's meeting. Thank you for your consideration of this information and requested support of the same.

Respectively submitted,
CITY OF WILDWOOD

Jim Baugus, Chair*
Planning/Economic Development/Parks Committee

Cc: The Honorable Timothy Woerther, Mayor
Administration/Public Works Committee Members
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Kathy Arnett, Senior Planner I
Liz Weiss, Senior Planner II
Gary Crews, Superintendent of Parks and Recreation

* The Department of Planning and Parks developed this report, in conjunction with the Planning/Economic Development/Parks Committee. Content reflects the Committee's consideration of this subject, and not necessarily an individual's position or opinion.

[1] The grant application will also include a perimeter trail system and work in the Great Meadow Area.

| PROJECT LENGTH | 1880 feet |
|---|---|
| | 0.36 miles |

ESTIMATE OF PROBABLE CONSTRUCTION COST
COMMUNITY PARK ROAD
CREEK CROSSING TO POND GROVER LOOP
STA 14+77 TO STA 26+50 27' WIDE; STA 26+50 TO STA 32+56 20' WIDE WITH 1' WIDE SHOULDERS

| ITEM | QUANTITY | UNIT COST | UNIT | TOTAL | ASSUMPTIONS |
|---|---|---|---|---|---|
| BASE BID: ROADWAY | | | | | |
| EARTHWORK | 7,470 | $10 | CU YD | $74,700 | Pulled from x-sect end area calcs and backed-checked from CAD |
| TREE / BRUSH CLEARING | 2.7 | $10,000 | ACRE | $27,000 | Pulled from CAD. Omitted roadway from sta 14+77 - sta 20+00 |
| SEEDING | 1.4 | $5,000 | ACRE | $7,000 | Pulled from CAD areas. Includes erosion blanket areas. |
| SOD | 0.5 | $10,000 | ACRE | $5,000 | Pulled from CAD areas |
| INLET AND PIPE PROTECTION | 10.0 | $100 | EACH | $1,000 | 4 culverts plus 3 structures minus one dwnstream |
| END SECTIONS, 15"; COST TO RESET PIPE | 1 | $2,500 | LS | $2,500 | Two end sections at 1 culvert |
| PIPE CULVERTS, 18" | 35 | $50 | LF | $1,750 | 1 culvert @ 35 LF |
| END SECTIONS, 18" | 2 | $1,000 | EACH | $2,000 | Two end sections at existing culvert |
| PIPE CULVERTS, 24" | 85 | $60 | LF | $5,100 | 1 culvert @ 85 LF |
| END SECTIONS, 24" | 2 | $1,000 | EACH | $2,000 | Two end sections at 1 culvert |
| PIPE CULVERTS, 30"; COST TO RESET PIPE | 1 | $1,500 | L SUM | $1,500 | Addition of 6 LF to existing pipe culvert |
| END SECTIONS, 30" | 2 | $1,000 | EACH | $2,000 | Two end sections at existing culvert |
| 12" RCP STORM SEWER | 62 | $50 | LF | $3,100 | Adding pipe for swale at termini of project. |
| STRUCTURES | 4 | $3,000 | EACH | $12,000 | Swale drainage @ winsor crest subdivision |
| PROCESSING LIME MODIFIED SOIL, 12" | 5,600 | $7 | SY | $39,200 | 1173 LF 27' & 606 LF 20'-wide roadway section with 1'-wide shoulders includes parkin |
| AGGREGATE BASE COURSE, 6" | 5,600 | $10 | SY | $56,000 | 1173 LF 27' & 606 LF 20'-wide roadway section with 1'-wide shoulders includes parkin |
| HMA PAVEMENT, 6"-THICK ROAD | 1,740 | $90 | TON | $156,600 | 6"-thick asphalt includes parking pads |
| MILL & OVERLAY | 180 | $30 | SY | $5,400 | Beginning of project. Area pulled from CAD |
| 6' HMA WIDENING | 90 | $50 | SY | $4,500 | Beginning of project. Area pulled from CAD |
| PARKING BLOCKS | 12 | $200 | EACH | $2,400 | 12 parking blocks total |
| PVMT MARKING & SIGNAGE | 1 | $1,500 | L SUM | $1,500 | Assume 3 signs |
| MSD - 5 ROCK BLANKET | 56 | $75 | SY | $4,200 | Pulled from Cad areas |
| MSD - 7 WEATHERED LIMESTONE REVETMENT | 20 | $100 | SY | $2,000 | Pulled from Cad. 7 pads @ 25 sq ft each |
| EROSION CONTROL | 1 | $15,000 | L SUM | $15,000 | 0.5 acres of erosion blanket and 2150 LF silt fence |
| GATE ADJUSTMENT | 1 | $2,000 | L SUM | $2,000 | At beginning of project. |
| REMOVE STOP SIGNS | 1 | $200 | L SUM | $200 | At end of project |
| REMOVE STRUCUTRE AND PIPE | 1 | $500 | L SUM | $500 | At end of project |
| TREE PROTECTION LAYOUT | 1 | $10,000 | L SUM | $10,000 | |
| MOBILIZATION | | | L SUM | $22,850 | 5% of the contract value |
| | | | SUBTOTAL | $469,000 | |
| | | | | | |
| | | | | | |
| ALT BID G-1: ROADWAY WITH TRAIL | | | | | |
| PROCESSING CEMENT MODIFIED SOIL, 12" | 750 | $6 | SY | $4,500 | 606 LF 10'-wide section with 0.5'-wide shoulders |
| AGGREGATE BASE COURSE, 6" | 750 | $10 | SY | $7,500 | 606 LF 10'-wide section with 0.5'-wide shoulders |
| HMA PAVEMENT, 3"-THICK TRAIL | 120 | $90 | TON | $10,800 | 3"-thick asphalt |
| CONCRETE CURB RAMP WITH DETECTABLE | 1 | $2,000 | L SUM | $2,000 | |
| SHARE THE ROAD SIGN | 1 | $1,000 | EACH | $1,000 | 2 signs, one bicycle and one shared the road |
| | | | SUBTOTAL | $25,800 | |
| | | | | | |
| CONSTRUCTION COST (2015) | | | | $495,000 | Rounded |
| Construction Contingency | | | | $25,000 | About 5% of construction for miscellaneous items. |
| TOTAL CONSTRUCTION COST | | | | $520,000 | |
| Construction Testing | | | | $26,000 | Construction Documentation (5%) |
| PROJECT COST | | | | $546,000 | |
| | | | | | |
| UTILITIES | | | | | |
| WATER LINE RELOCATION | 1 | | L SUM | $90,000 | 24" main. Approximately 125' long |
| TOTAL PROJECT COST | | | | $636,000 | |

| F.A.P. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| | | ST. LOUIS | 19 | 1 |

# WILDWOOD COMMUNITY PARK - PHASE 2

## (POND GROVER LOOP ROAD EXTENSION)

## WILDWOOD, MO
## ST. LOUIS COUNTY

### LEGEND

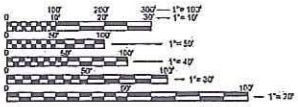
| EX | NEW | | EX | NEW | |
|---|---|---|---|---|---|
| | | SIGN (TRAFFIC) | | | ELECTRIC BOX |
| | | SIGN (ADVERTISEMENT) | | | MAILBOX |
| | | TELEPHONE / POWER POLE | | | CLEANOUT |
| | | LIGHT POLE | | | AREA INLET |
| | | ANCHOR POLE | | | CATCH BASIN |
| | | GUY WIRE | | | CURB INLET |
| | | FIRE HYDRANT | | | MANHOLE |
| | | GAS VALVE | | | TRAFFIC SIGNAL BOX |
| | | WATER VALVE | | | TRAFFIC SIGNAL |
| | | ELECTRIC METER | | | HANDHOLE |
| | | GAS METER | | | CONTROL POINT |
| | | TELEPHONE BOX | | | BENCHMARK |

### LINETYPES

| EX | | NEW |
|---|---|---|
| W | WATER LINE | W |
| G | GAS LINE | G |
| T | TELEPHONE LINE | T |
| OE | OVERHEAD ELECTRIC LINE | OE |
| E | ELECTRIC LINE | E |
| FO | FIBER OPTIC LINE | FO |
| | STORM SEWER | |
| | SANITARY SEWER (GRAVITY) | |
| FM | SANITARY SEWER (FORCE MAIN) | FM |
| K | FENCE LINE | K |
| | TREE LINE | |
| | LIMITS OF CONST | |

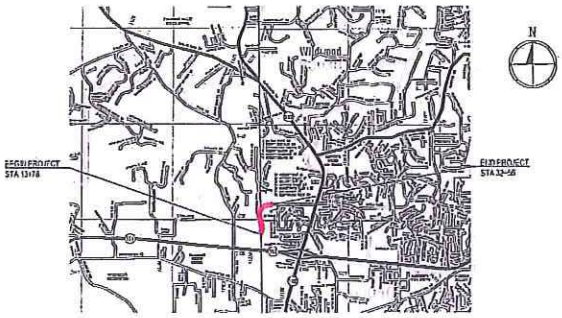
### SCALE IN FEET

| | |
|---|---|
| PLAN | 1" = 20' |
| PROFILE HORIZ | 1" = 20' |
| PROFILE VERT | 1" = 5' |
| CROSS SECTION HORIZ | 1" = 10' |
| CROSS SECTION VERT | 1" = 5' |




FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

MISSOURI ONE CALL SYSTEM
1-800-344-7483 (DIG-RITE)
OR 811




LOCATION MAP
SCALE: 1" = 2,000'

LENGTH OF PROJECT = 1,650 FEET (0.356 MILES)

### INDEX OF SHEETS


| SHEET NO. | ITEM |
|---|---|
| 1 | COVER SHEET |
| 2 | GENERAL NOTES, ABBREVIATIONS & COMMITMENTS |
| 3 | TYPICAL SECTIONS |
| 4 | REMOVAL AND EROSION CONTROL SHEET |
| 5 - 8 | PLAN & PROFILE SHEETS |
| 9 - 12 | CONSTRUCTION DETAILS |
| 13 - 19 | CROSS SECTIONS |


AGENCY RESPONSIBLE FOR LETTING

APPROVED _____ _____
City of Wildwood, Director of Planning and Parks Date

The City of WILDWOOD MISSOURI
PLANNING TOMORROW TODAY


CITY OF WILDWOOD
183 PLAZA DRIVE
WILDWOOD, MO 63040
Phone: 636.458.0143
Email: [illegible]



DATE: _____
THOMAS LEE CISSELL
MO P.E. NO. 2002016025
EXPIRES 12/31/2016

GATES ASSOCIATES
Engineering & Architecture

COLLINSVILLE
100 Lander Court, Suite 1
Collinsville, IL 62234
tel 618.345.3200

BELLEVILLE
20 E. Main Street
Belleville, IL 62220
tel 618.416.4500

ST. LOUIS
720 Olive, Suite 700
St. Louis, MO 63101
tel 314.589.9031

www.gatesassociates.com


MISSOURI DESIGN FIRM LICENSE NO.: 001166
EXPIRES: 04/30/2017

1/241

# GENERAL NOTES

## UTILITIES

1. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEIR LOCATIONS MUST BE CONSIDERED TO BE APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS NOT PRESENTLY KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. MISSOURI LAW REQUIRES A MINIMUM 48-HOUR NOTICE TO ALL UTILITY COMPANIES BEFORE DIGGING. FIELD LOCATIONS OF UNDERGROUND FACILITIES MAY BE OBTAINED BY CALLING THE ONE-CALL SYSTEM IN MISSOURI AT 1-800-344-7483 AND PROVIDING 48 HOURS ADVANCE NOTICE. NON-LOCALE MEMBERS MUST BE NOTIFIED INDIVIDUALLY. AGENCIES KNOWN TO HAVE FACILITIES WITHIN THE PROJECT LIMITS ARE LISTED BELOW.

2. ANY FACILITIES OR APPURTENANCES WHICH ARE THE PROPERTY OF ANY PUBLIC UTILITY LOCATED WITHIN THE LIMITS OF CONSTRUCTION SHALL BE RELOCATED OR ADJUSTED BY THEIR RESPECTIVE OWNERS. THE CONTRACTOR SHALL NOTIFY AND COOPERATE WITH THE OWNERS OF ANY SUCH FACILITY IN THEIR REMOVAL AND REARRANGEMENT OPERATIONS IN ORDER THAT THESE OPERATIONS AND THE CONSTRUCTION OF THIS PROJECT MAY PROGRESS IN A REASONABLE MANNER. ALL ROADSIDE OBJECTS (UTILITY POLES, FIRE HYDRANTS, SIGNS, ETC.) SHALL BE RELOCATED TO PROVIDE A MINIMUM OF 1.5 FEET CLEARANCE, MEASURED FROM THE FACE OF CURB TO THE NEAR EDGE OF THE OBJECT.

3. THE FOLLOWING UTILITY COMPANIES MAY HAVE FACILITIES LOCATED WITHIN THE LIMITS OF CONSTRUCTION WHICH MAY REQUIRE ADJUSTMENT, RELOCATION OR REMOVAL. ALL ARE MEMBERS OF MISSOURI ONE CALL, UNLESS NOTED OTHERWISE.

METROPOLITAN ST. LOUIS SEWER DISTRICT
2349 MARKET STREET
ST. LOUIS, MO. 63103
314-768-6200

MISSOURI-AMERICAN WATER COMPANY
727 CRAIG ROAD
ST. LOUIS, MO. 63141
314-996-2388

LACLEDE GAS COMPANY
5400 GRAVOIS ROAD
ST. LOUIS, MO. 63116
314-622-2237

CHARTER COMMUNICATIONS
#115 CHARTER COMMONS
WINCHESTER, MO. 63017
636-220-2174

AT&T
420 NORTH THIRD STREET
ST. CHARLES, MO. 63301
636-946-1313

AMEREN UE
12101 DORSETT ROAD
MARYLAND HEIGHTS, MO. 63043
P.O. BOX 66149, MC 057
314-554-3604

THIS UTILITY INFORMATION REPRESENTS THE BEST INFORMATION AVAILABLE TO THE LOCAL AGENCY AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE BIDDER. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR HAS TAKEN THE FOREGOING INTO CONSIDERATION IN PREPARING HIS/HER BID, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ANY DELAYS OR INCONVENIENCE CAUSED BY SAME.

## GENERAL CONSTRUCTION

4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO ORDERING MATERIALS AND COMMENCING CONSTRUCTION.

5. IN CASE OF CONFLICT BETWEEN THE CONSTRUCTION PLANS AND THE RIGHT OF WAY PLANS, THE RIGHT OF WAY PLANS SHALL TAKE PRECEDENCE IN MATTERS CONCERNING RIGHT OF WAY AND EASEMENTS. THE CONSTRUCTION PLANS SHALL TAKE PRECEDENCE IN MATTERS CONCERNING CONSTRUCTION ITEMS.

6. THE CONTRACTOR SHALL STAGE ALL WORK IN SUCH A WAY AS TO MAINTAIN INGRESS AND EGRESS TO ALL ABUTTING PROPERTIES AT ALL TIMES DURING CONSTRUCTION.

7. THE CONTRACTOR SHALL CONFINE ALL OPERATIONS TO THE CONSTRUCTION LIMITS LINE SHOWN ON THE PLANS. ANY AREA DISTURBED BEYOND THESE LIMITS SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.

8. THE CONTRACTOR SHALL FERTILIZE, SEED AND MULCH OR SOD AS SHOWN ON PLANS ALL EARTH SURFACES DISTURBED BY CONSTRUCTION. FERTILIZER, SEEDING AND MULCH OR SOD WITHIN THE CONSTRUCTION LIMITS WILL BE PAID FOR AS PROVIDED IN THE CONTRACT. FERTILIZER, SEEDING AND MULCH OUTSIDE THESE LIMITS WILL NOT BE MEASURED FOR PAYMENT.

9. WHERE TREE REMOVAL CONFLICTS WITH EXISTING UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CUT THE TREE OFF AT THE GROUND LINE AND GRIND THE STUMP AS DIRECTED BY THE ENGINEER. THE COST OF THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT LUMP SUM PRICE.

10. ALL EXISTING ROADWAY FEATURES INCLUDING, BUT NOT LIMITED TO, PAVEMENT, CURB, SIDEWALK, DRIVEWAY PAVEMENT, CULVERTS, HEADWALLS, RIPRAP, FENCING, RETAINING WALLS, WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE REMOVED BY THE CONTRACTOR UNLESS NOTED OTHERWISE ON THE PLANS. ALL FEATURES WHICH ARE TO BE REMOVED AND FOR WHICH THERE IS NO SPECIFIC CALLOUT, WILL NOT BE MEASURED SEPARATELY FOR PAYMENT AND THE COST OF THIS REMOVAL WORK SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT LUMP SUM PRICE FOR THE VARIOUS REMOVAL ITEMS INCLUDED IN THE CONTRACT.

11. ALL TRAFFIC SIGNS WHICH INTERFERE WITH CONSTRUCTION OPERATIONS SHALL BE REMOVED AND ERECTED AT TEMPORARY LOCATIONS AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. AS SOON AS CONSTRUCTION OPERATIONS WILL ALLOW, ALL SIGNS SHALL BE PERMANENTLY RELOCATED AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST.

12. ANY UNSUITABLE MATERIAL ENCOUNTERED DURING CONSTRUCTION SHALL BE REMOVED BY THE GENERAL CONTRACTOR AND REPLACED WITH SUITABLE MATERIAL AS APPROVED BY THE ENGINEER. THE COST TO REMOVE AND REPLACE UNSUITABLE MATERIAL WILL BE CONSIDERED AN UNFORSEEN CONDITION AND WILL BE PAID FOR AS AN AGREED PRICE OR ON A TIME AND MATERIAL BASIS.

13. FULL DEPTH SAW CUTTING ON ALL EDGES FOR REMOVAL ITEMS SHALL BE INCLUDED IN THE COST FOR REMOVAL OF IMPROVEMENTS.

14. PROVIDE THE NECESSARY SIGNS AND BARRICADES WHILE WORKING THROUGHOUT THE CONSTRUCTION PERIOD INCLUDING PLACING BARRICADES AT THE PROJECT ENTRANCE TO PREVENT PUBLIC ENTRY. ALL MATERIAL PILES, EQUIPMENT, OPEN EXCAVATIONS OR THEIR OBSTRUCTIONS OR HAZARDS TO MOTORISTS OR PEDESTRIANS SHALL BE ENCLOSED BY FENCES OR PROTECTED BY BARRICADES.

## PAVING

15. THE CONTRACTOR SHALL NOTE THE LOCATION OF ALL MANHOLE AND VALVE COVER FRAMES AND LIDS LOCATED WITHIN RESURFACING LIMITS. APPROPRIATE CARE SHALL BE TAKEN TO PROTECT THESE ITEMS DURING MILLING OPERATIONS.

## DRAINAGE

16. CULVERT INVERTS SHOWN ON THE PLANS HAVE BEEN CALCULATED TO THE END OF THE FLARED END. THE STORM SEWER SLOPES SHOWN ON THE PLANS ARE THE PERCENT GRADE FROM CENTER TO CENTER OF STRUCTURE. THE LENGTH OF STORM SEWERS SHOWN ON THE PLANS IS THE DISTANCE FROM CENTER TO CENTER OF STRUCTURE.

17. ALL DRAINAGE STRUCTURES CONSTRUCTED, ADJUSTED OR RECONSTRUCTED UNDER THE CONTRACT, SHALL BE CLEANED OF ANY ACCUMULATION OF SILT, DEBRIS OR FOREIGN MATTER AT THE END OF EACH WORKING DAY AND AT THE TIME OF FINAL INSPECTION. THE COST OF THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT FOR THE VARIOUS DRAINAGE STRUCTURE ITEMS INCLUDED.

## PAVEMENT MARKING

18. THE PAVEMENT MARKING LOCATIONS SHOWN IN THE PLANS ARE APPROXIMATE. PROPOSED CHEVRONS AND SOLID CENTERLINE STRIPING SHALL BE ADJUSTED AS DIRECTED BY THE ENGINEER, IF NECESSARY, TO MATCH FIELD CONDITIONS.

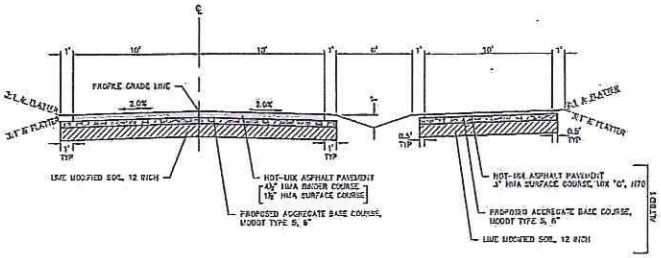
## APPROXIMATE SYMBOLS & ABBREVIATIONS

19. THE FOLLOWING SYMBOLS AND ABBREVIATIONS ARE USED THROUGHOUT THE PLANS:

| | |
|---|---|
| AD | ALGEBRAIC DIFFERENCE IN GRADE |
| BVCE | BEGINNING OF VERTICAL CURVE ELEVATION |
| BVCS | BEGINNING OF VERTICAL CURVE STATION |
| BO | BY OTHERS (USED IN CONJUNCTION WITH TBA & TBR) |
| CONSTR | CONSTRUCTION |
| CP | CONTROL POINT |
| ESMT | EASEMENT |
| ELEV | ELEVATION |
| EVCE | END OF VERTICAL CURVE ELEVATION |
| EVCS | END OF VERTICAL CURVE STATION |
| FES | FLARED END SECTION |
| K | LENGTH OF VERTICAL CURVE PER PERCENT GRADE DIFFERENCE |
| ME | MATCH EXISTING |
| REF | NOW OR FORMERLY |
| PVI | POINT OF VERTICAL INTERSECTION |
| PVC | POLYVINYL CHLORIDE PIPE |
| TCE | TEMPORARY CONSTRUCTION EASEMENT |
| TUP | TEMPORARY USE PERMIT |
| TBA | TO BE ADJUSTED |
| TBRL | TO BE RELOCATED |
| TYP | TYPICAL |
| W | WIDTH |

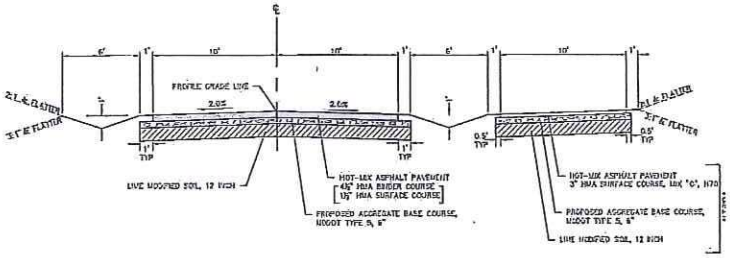
## COMMITMENTS

NONE AT THIS TIME



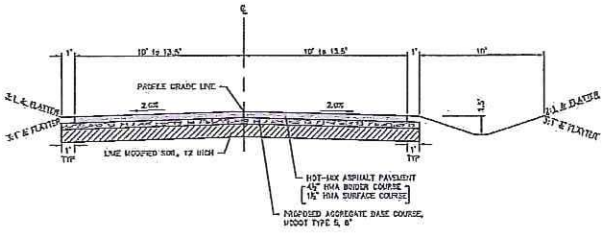

PROPOSED POND GROVER LOOP ROAD

STA. 28+50 TO STA. 30+50
NO SCALE




PROPOSED POND GROVER LOOP ROAD

STA. 30+50 TO STA. 32+56
NO SCALE




PROPOSED POND GROVER LOOP ROAD

STA. 14+77 TO STA. 26+50
NO SCALE

## CURVE TABLE

| POND GROVER LOOP ROAD | | | | | | | |
|---|---|---|---|---|---|---|---|
| CURVE # | P.I. STA. | Δ | T | R | L | P.C. STA. | P.T. STA. |
| FOUR 1 | 15+89.81 | 111°47'55" | 142.68' | 87' | 169.29' | 14+77.93 | 16+47.22 |
| FOUR 2 | 21+38.44 | 16°27'52" | 26.58' | 100' | 51.03' | 20+71.86 | 22+42.89 |
| FOUR 3 | 23+88.52 | 63°34'53" | 228.81' | 210' | 467.02' | 21+59.69 | 27+26.71 |
| FOUR 4 | 31+18.21 | 15°43'27" | 141.07' | 510' | 279.53' | 29+78.13 | 32+57.67 |

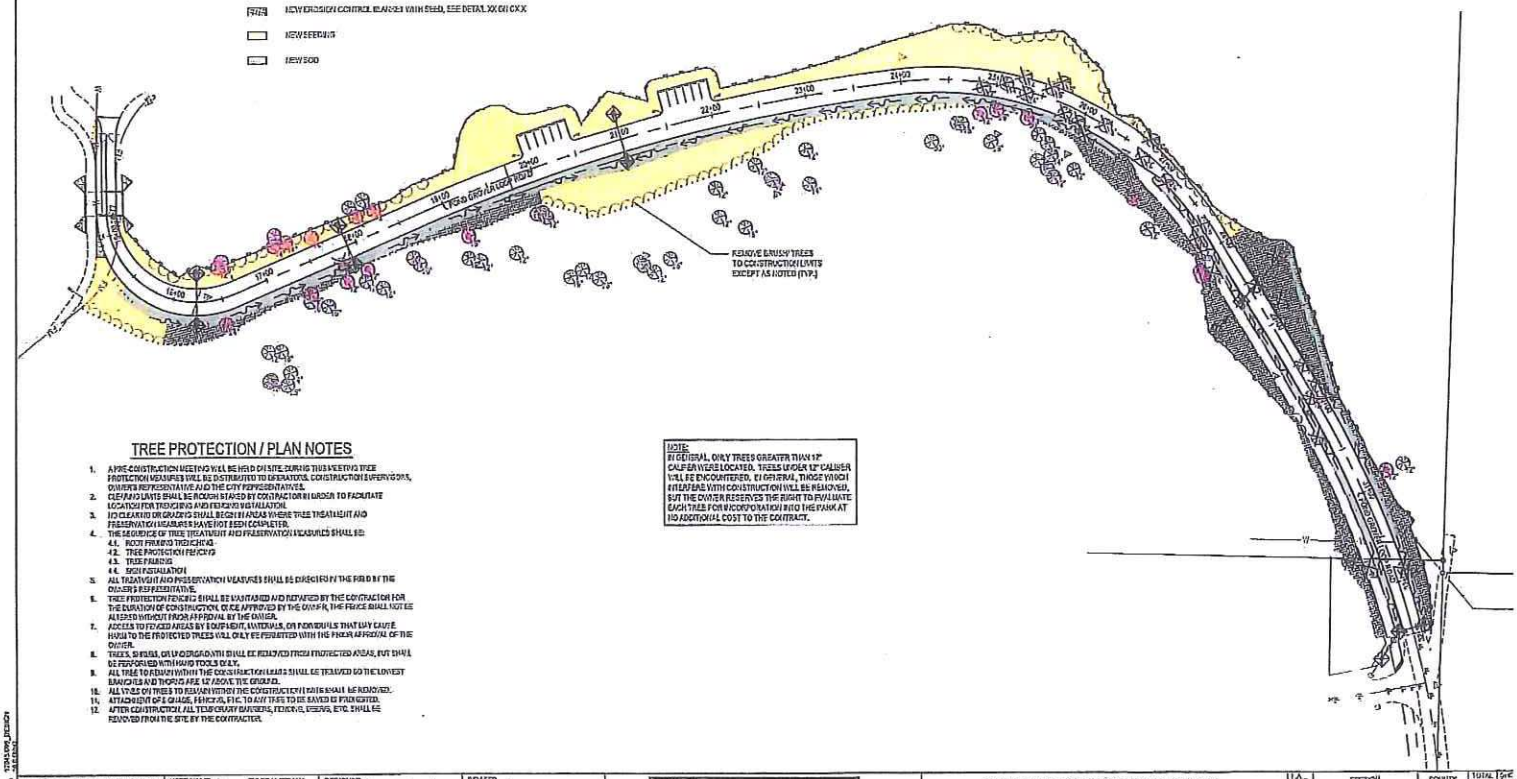
| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| DATES ASSOCIATES Engineering + Architecture www.datesassociates.com | USER NAME = | TYLER HOFFMAN | DESIGNED - | — | REVISED - | The City of Ballwin MISSOURI PLANNING TODAY FOR TOMORROW TODAY | WILDWOOD COMMUNITY PARK - PHASE 2 TYPICAL SECTIONS | | | F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS |
| | | | DRAWN - | — | REVISED - | | | | | — | — | ST. LOUIS | 19 |
| | PLOT SCALE = | 1" = 1' | CHECKED - | — | REVISED - | | | | | | | | |
| MODIFIED DESIGN FILE NUMBER: 001119 | PLOT DATE = | 2018-03-16 | DATE - | — | REVISED - | | SCALE: | SHEET NO. 1 OF 1 SHEETS | STA. TO STA. | | (mm/yr) | | |

FILE NAME: TYPICALS.DWG

## REMOVAL AND EROSION CONTROL LEGEND

- EXISTING TREE, TO BE PROTECTED
- EXISTING TREE, TO BE REMOVED
- PROPOSED TREE / BRUSH LINE
- NEW PERIMETER EROSION BARRIER, SEE DETAIL XX ON CXX
- NEW TREE PROTECTION, SEE DETAIL XX ON CXX
- NEW EROSION CONTROL BLANKET WITH SEED, SEE DETAIL XX ON CXX
- NEW SEEDING
- NEW SOD

SCALE: 1" = 50'




## TREE PROTECTION / PLAN NOTES

1. A PRE-CONSTRUCTION MEETING WILL BE HELD ON SITE DURING THE MEETING TREE PROTECTION MEASURES WILL BE DISTRIBUTED TO OPERATORS, CONSTRUCTION SUPERVISORS, OWNER'S REPRESENTATIVE AND THE CITY REPRESENTATIVES.
2. CLEARING LIMITS SHALL BE ROUGH STAKED BY CONTRACTOR IN ORDER TO FACILITATE LOCATION FOR TRENCHING AND FENCING INSTALLATION.
3. NO CLEARING OR GRADING SHALL BEGIN IN AREAS WHERE TREE TREATMENT AND PRESERVATION MEASURES HAVE NOT BEEN COMPLETED.
4. THE SEQUENCE OF TREE TREATMENT AND PRESERVATION MEASURES SHALL BE:
   4.1. ROOT PRUNING TRENCHING
   4.2. TREE PROTECTION FENCING
   4.3. TREE PRUNING
   4.4. SIGN INSTALLATION
5. ALL TREATMENT AND PRESERVATION MEASURES SHALL BE DIRECTED BY THE FIELD BY THE OWNER'S REPRESENTATIVE.
6. TREE PROTECTION FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR FOR THE DURATION OF CONSTRUCTION, OR AS APPROVED BY THE OWNER. THE FENCE SHALL NOT BE ALTERED WITHOUT PRIOR APPROVAL BY THE OWNER.
7. ACCESS TO FENCED AREAS BY EQUIPMENT, MATERIALS, OR PERSONNEL THAT MAY CAUSE HARM TO THE PROTECTED TREES WILL ONLY BE PERMITTED WITH THE PRIOR APPROVAL OF THE OWNER.
8. TREES, SHRUBS, OR UNDERGROWTH SHALL BE REMOVED FROM PROTECTED AREAS, BUT SHALL BE PERFORMED WITH HAND TOOLS ONLY.
9. ALL TRIM TO REMAIN WITHIN THE CONSTRUCTION LIMITS SHALL BE TRIMMED TO THE LOWEST BRANCHES AND THORNS ARE 12' ABOVE THE GROUND.
10. ALL WORK ON TREES TO REMAIN WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED.
11. ATTACHMENT OF A GUAGE, FENCING, ETC. TO ANY TREE TO BE SAVED IS PROHIBITED.
12. AFTER CONSTRUCTION, ALL TEMPORARY BARRIERS, FENCING, DEBRIS, ETC. SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR.

NOTE:
IN GENERAL, ONLY TREES GREATER THAN 12" CALIPER WERE LOCATED. TREES UNDER 12" CALIPER WILL BE ENCOUNTERED, IN GENERAL, THOSE WHICH INTERFERE WITH CONSTRUCTION WILL BE REMOVED, BUT THE OWNER RESERVES THE RIGHT TO EVALUATE EACH TREE FOR INCORPORATION INTO THE PARK AT NO ADDITIONAL COST TO THE CONTRACT.

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| DATES ASSOCIATES Engineering • Architecture www.datesassociates.com | USER NAME = TYLER HUFFMAN | DESIGNED = — | REVISED - | The City of WILDWOOD missouri PLANNING TOMORROW TODAY | WILDWOOD COMMUNITY PARK - PHASE 2 REMOVAL AND EROSION CONTROL SHEET | F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
| | | DRAWN = — | REVISED - | | | — | — | ST. LOUIS | 18 | 4 |
| | PLOT SCALE = 1" = 1' | CHECKED = — | REVISED - | | | | | | | |
| ASSOCIATED DESIGN TYPE ELEMENT NO: 101148 | PLOT DATE = — | DATE = 2019 08 31 | REVISED - | | SCALE: SHEET NO. 1 OF 1 SHEETS STA. _____ TO STA. _____ | | (RETURN) | | | |

## PLAN SHEET LEGEND

- NEW HMA ROADWAY
- MILL AND OVERLAY
- CONSTRUCTION LIMITS

MATCHLINE STA. 14+77

WATER VALVE, TO BE ADJUSTED

EX EDGE PATH, (D/D)

WHITE CHEVRON PAINT MARKINGS, SEE DETAIL

TRANSITION 30' WIDE PAVEMENT TO 27' WIDE ELEVATION STA 16+77 TO STA 19+77.23

CURVE POLIT 1

EX CULVERT, (D/D)

GRADE AREA TO SATISFACTION OF THE OWNER TO MATCH FIELD CONDITIONS

NEW SPEED LIMIT SIGN (R2-1) 18"x24", STA 15+10, SEE DETAIL

SPEC 1 SHT 15

NEW 4" DOUBLE YELLOW PAINT PAVEMENT MARKING

NEW FLARED END SECTION WITH 5'x2' MED - 5 ROCK BLANKET +23.7, 72.8' RT, ON 624.44

SEE CROSS SECTIONS, GRADE SWALE TO DRAIN TO CULVERTS

NEW FLARED END SECTION WITH 5'x5' MED - 5 ROCK BLANKET +90, 26.8 RT, ON 624.00

NEW FLARED END SECTION WITH 5'x2' MED - 5 ROCK BLANKET +23.7, 22.8' RT, ON 624.44

SAVE LANDSCAPING ROCKS RESET IN SIMILAR PATTERN

ECOM PROJECT STA. 13+78.00

EX EDGE PATH, (D/D)

MILL EXISTING 15' WIDE PARK ROADWAY (ZERO 10.3') DEEP TO REMOVE THE SUPER ELEVATION SLOPE. WIDEN TO THE SOUTH SIDE OF THE ROADWAY. CROWN THE ROAD IN THE CENTER TO HAVE (2) 12' WIDE LANES SLOPED AT 2% IN BOTH DIRECTIONS.

EXTEND GATE TO OUTSIDE OF NEW PAVEMENT, SEE GATE DETAILS

NEW FLARED END SECTION WITH 5'x5' MED - 5 ROCK BLANKET -50, 21.55 LT, ON 623.84

REMOVE AND RESET EXISTING 30" 33 LF RCP @ 0.50% WITH 6 LF OF 30" RCP ADDED TO END (D)

REMOVE AND RESET EXISTING 18" 33 LF RCP @ 1.00%

CONSTR. LIMITS

MATCHLINE STA. 19+75

N

0 20' 40'

GRAPHIC SCALE 1"=20'

PLAN

PROFILE

715 710 705 700 695 690 685 680 675

GRADE BEGIN STA = 14+77.00

GRADE END STA = 19+75.00

ECOM PROJECT STA 14+77 MATCH DX

EX CROWN LINE

PROPOSED GRADE LINE

PROPOSED CULVERT

PROPOSED CURVE

CP #302 - REBAR STA. 19+17, 21.50' RT ELEV. 624.32' N: 1835916.407 E: 7789113.455

PI STA = 19+00.00 PARAB = 4.00 (L) AD = -4.0% K = 50.149 CURVE

SPECIAL DITCH

13+00 14+00 15+00 16+00 17+00 18+00 19+00

DATES ASSOCIATES
Engineering + Architecture
www.datesassociates.com
MISSOURI CERTIFICATE OF AUTHORITY NO. 000168

| | | | |
|---|---|---|---|
| USER NAME = TYLER HERMAN | DESIGNED = — | REVISED = | |
| | DRAWN = — | REVISED = | |
| PLOT SCALE = 1" = 1' | CHECKED = — | REVISED = | |
| PLOT DATE = 2018-06-19 | DATE = 2018-06-26 | REVISED = | |

The City of WILDWOOD MISSOURI
PLANNING TOMORROW TODAY

WILDWOOD COMMUNITY PARK - PHASE 2
PLAN & PROFILE SHEETS

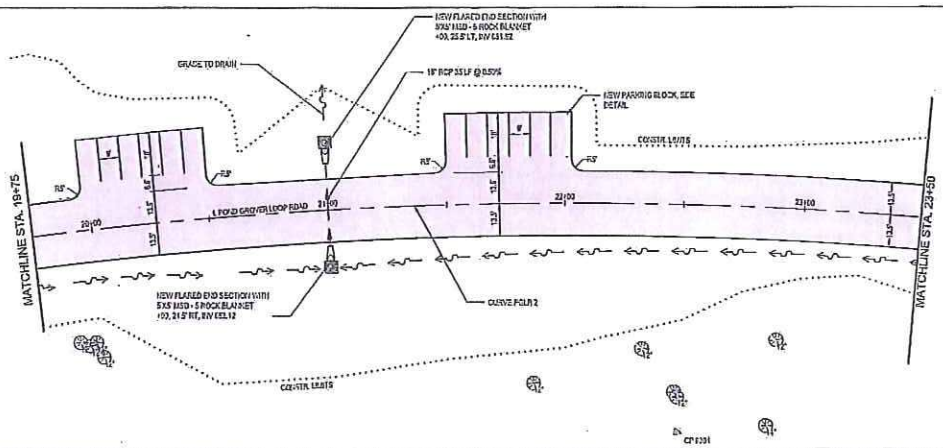
SCALE: | SHEET NO. 1 OF 4 SHEETS | STA 14+77 TO STA. 19+75

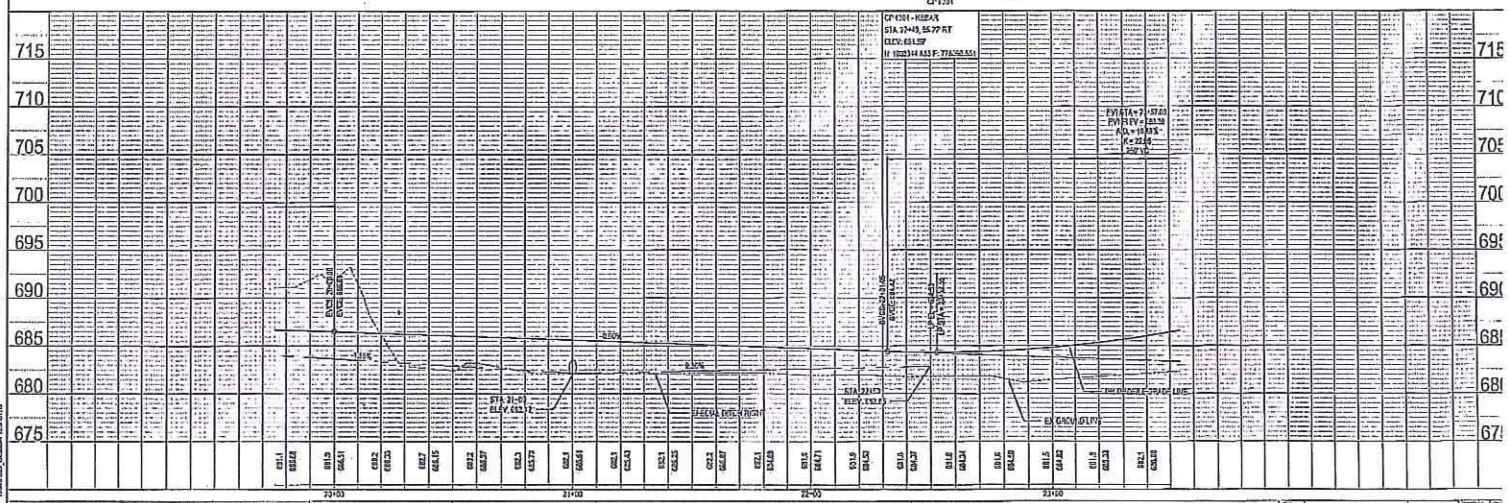
| F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS |
|---|---|---|---|
| — | — | ST. LOUIS | 19 |

DESIGN#

## PLAN SHEET LEGEND

- NEW HMA ROADWAY
- CONSTRUCTION LIMITS






PLAN

| DATE | DESCRIPTION | BY |
|---|---|---|
| | | |

PROFILE

| DATE | DESCRIPTION | BY |
|---|---|---|
| | | |

FILE NAME = STRAN 650_DESIGN 10.5.0.DWG

DATES ASSOCIATES
Engineering • Architecture
www.datesassociates.com
MISSOURI DESIGN FIRM LICENSE NO: 001108

| | | | |
|---|---|---|---|
| USER NAME = TYLER HUNTER | DESIGNED - | REVISED - | |
| | DRAWN - | REVISED - | |
| PLOT SCALE = 1" = 1' | CHECKED - | REVISED - | |
| PLOT DATE = 2016-05-18 | DATE - 2016-07-23 | REVISED - | |

WILDWOOD MISSOURI
PLANNING TOMORROW, TODAY

WILDWOOD COMMUNITY PARK - PHASE 2
PLAN & PROFILE SHEETS

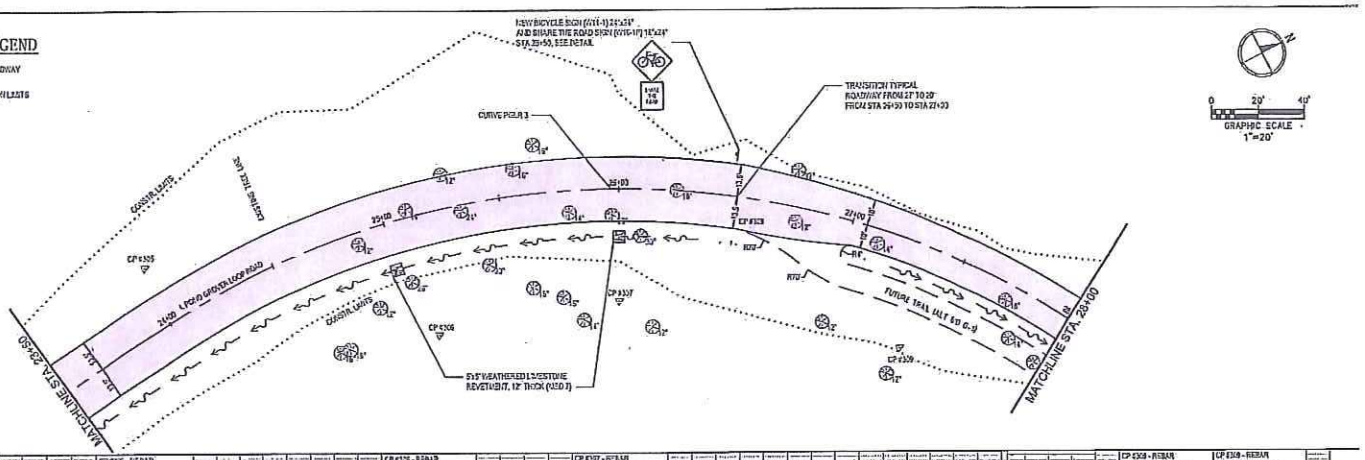
SCALE: | SHEETING 20 OF 4 SHEETS | STA. 19+75 TO STA. 23+50

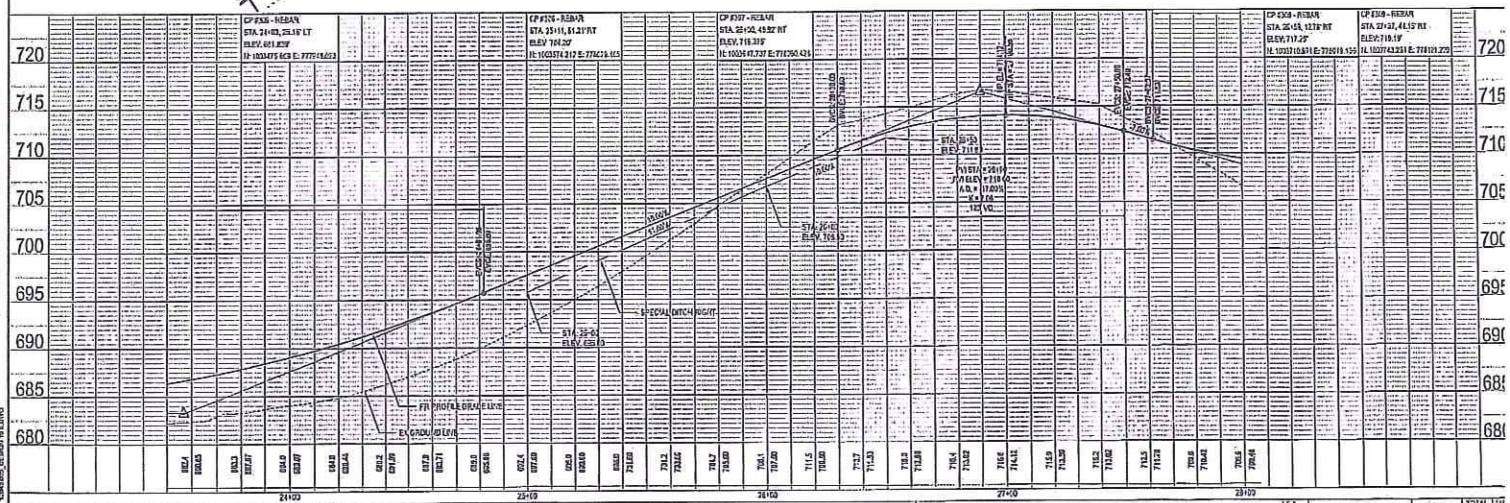
| F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS |
|---|---|---|---|
| | | ST. LOUIS | 13 |

Hatched

## PLAN SHEET LEGEND

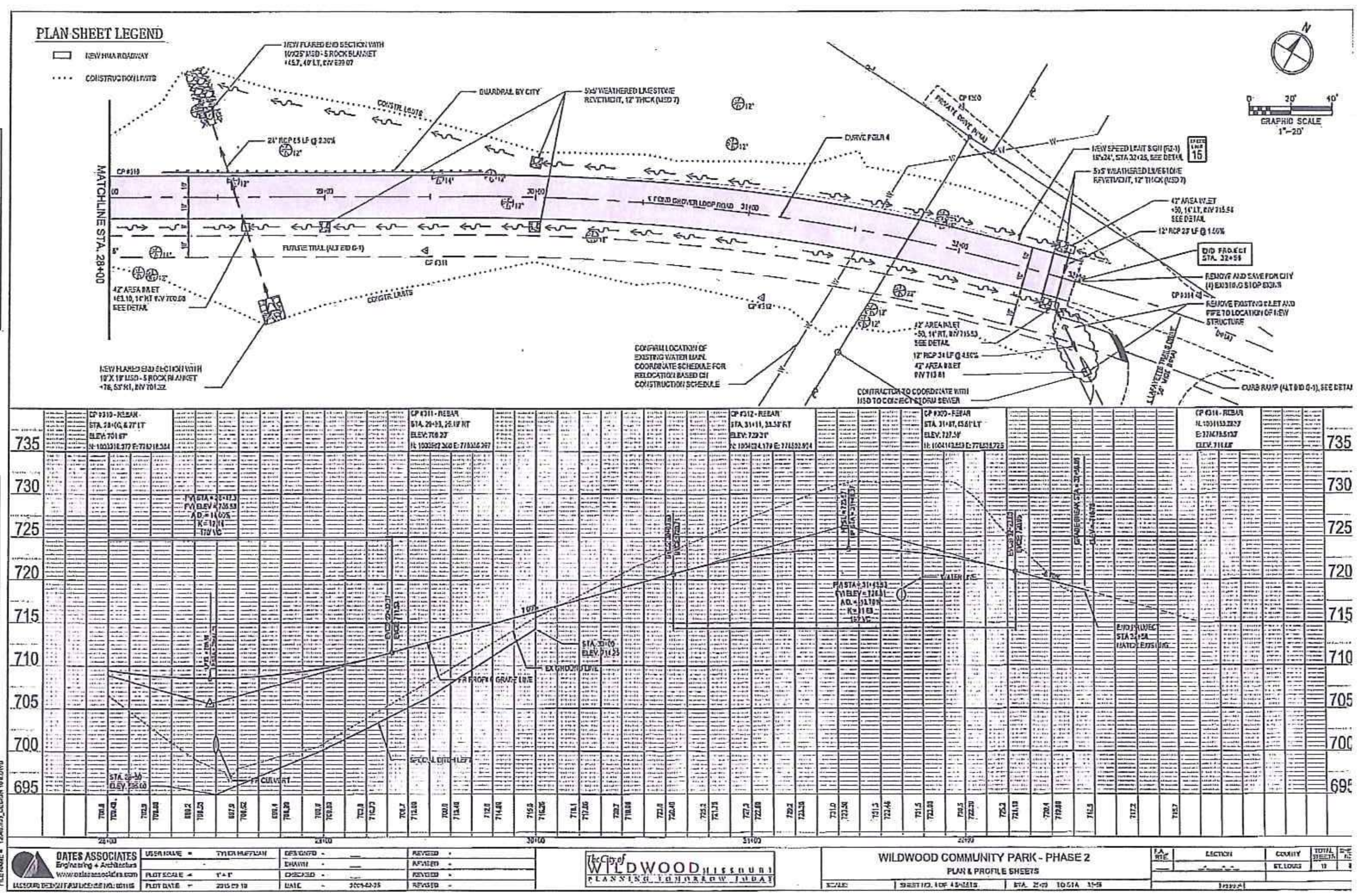
- NEW HMA ROADWAY
- CONSTRUCTION LIMITS



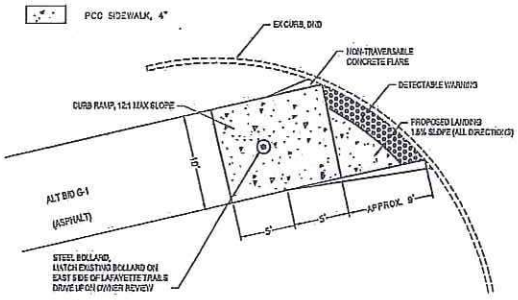




| | | | | | |
|---|---|---|---|---|---|
| OATES ASSOCIATES Engineering • Architecture www.oatesassociates.com MISSOURI CERTIFICATE OF AUTHORITY NO. 000168 | USER NAME = TYLER HUFFMAN | DESIGNED - | REVISED - | The City of WILDWOOD MISSOURI PLANNING TOMORROW TODAY | WILDWOOD COMMUNITY PARK - PHASE 2 PLAN & PROFILE SHEETS |
| | | DRAWN - | REVISED - | | |
| | PLOT SCALE = 1" = 1' | CHECKED - | REVISED - | | SCALE / SHEET NO. 3 OF 4 SHEETS / STA. 23+00 TO STA. 28+00 |
| | PLOT DATE = 2015-09-10 | DATE - 2015-02-06 | REVISED - | | |

| F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| | | ST. LOUIS | 19 | |

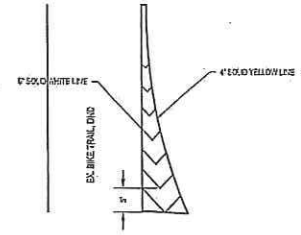


PLAN SHEET LEGEND
NEW HMA ROADWAY
CONSTRUCTION LIMITS
MATCHLINE STA. 28+00
GUARDRAIL BY CITY
GRAPHIC SCALE
OATES ASSOCIATES
Engineering + Architecture
WILDWOOD COMMUNITY PARK - PHASE 2
PLAN & PROFILE SHEETS

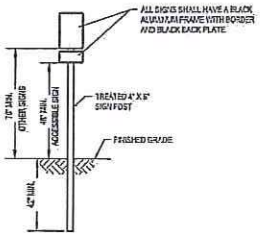



CURB RAMP DETAIL (ALT BID G-1)
(NOT TO SCALE)

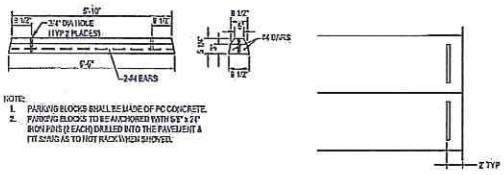
LAFAYETTE TRAILS DRIVE




WHITE CHEVRON MARKINGS DETAIL
(NOT TO SCALE)

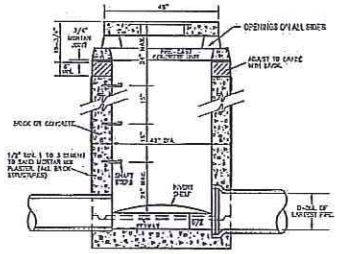



SIGN DETAIL
(NOT TO SCALE)




NOTE:
1. PARKING BLOCKS SHALL BE MADE OF PC CONCRETE.
2. PARKING BLOCKS TO BE ANCHORED WITH 5/8" x 24" IRON PINS (2 EACH) DRILLED INTO THE PAVEMENT A FIT SNUG AS TO NOT RACK WHEN SHOVED.

PARKING BLOCK DETAIL
(NOT TO SCALE)




FOR PRIVATE USE ONLY

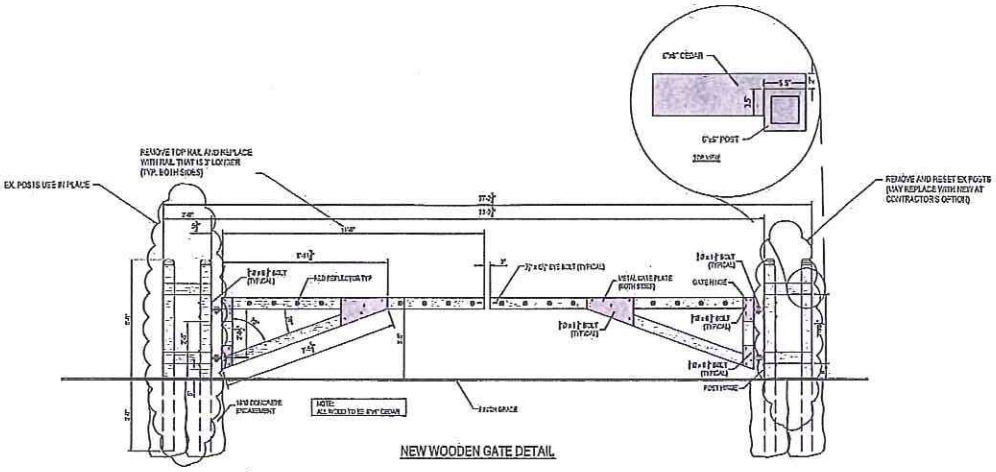
AREA INLET DETAIL
(NOT TO SCALE)

| | | | | | |
|---|---|---|---|---|---|
| OATES ASSOCIATES Engineering + Architecture www.oatesassociates.com | USER NAME = TYLER HOFFMAN | DESIGNED - | REVISED - | The City of Wildwood, Missouri Planning Tomorrow Today | WILDWOOD COMMUNITY PARK - PHASE 2 CONSTRUCTION DETAILS |
| | | DRAWN - | REVISED - | | |
| | PLOT SCALE = 1" = 1' | CHECKED - | REVISED - | | |
| MISSOURI DESIGN FIRM LICENSE NO. 001119 | PLOT DATE = 2015-05-19 | DATE - 2015-05-03 | REVISED - | | SCALE: SHEET NO. 1 OF 4 SHEETS DTA _____ TO DTA _____ |

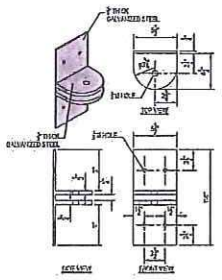
| F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| | - | ST. LOUIS | 19 | 5 |

RETAIN

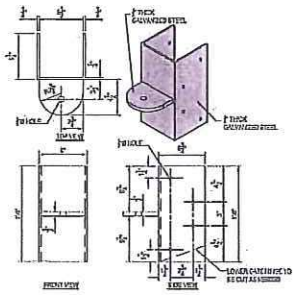
FILE NAME = 1348.DGN_SHEAS.DWG



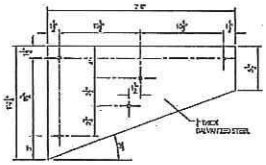

NEW WOODEN GATE DETAIL




POST HINGE DETAIL



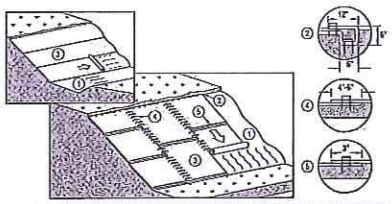

GATE HINGE DETAIL




METAL GATE PLATE DETAIL

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| DATES ASSOCIATES Engineering + Architecture www.eastwoodandhess.com MISSOURI DESIGN FIRM LICENSE NO. 000108 | USER NAME = TYLER HUFFMAN | DESIGNED - | REVISED - | The City of ST. LOUIS MISSOURI PLANNING TOMORROW TODAY | WILDWOOD COMMUNITY PARK - PHASE 2 CONSTRUCTION DETAILS | F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS / SHEET NO. |
| | | DRAWN - | REVISED - | | | | | ST. LOUIS | 19 / 4 |
| | PLOT SCALE = 1" = 1' | CHECKED - | REVISED - | | | | | | |
| | PLOT DATE = 2015-08-10 | DATE - 2015-08-03 | REVISED - | | SCALE: SHEET NO. 2 OF 4 SHEETS STA. ____ TO STA. ____ | | | | |

FILE NAME = 12345678_DETAILS.DWG



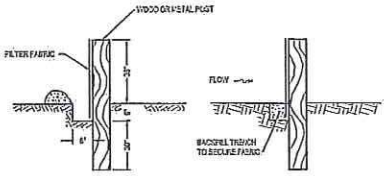

1. PREPARE FINISHED GRADE BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED ACCORDING TO THE SPECIFICATIONS.
2. ANCHOR THE BLANKET IN A 6" DEEP BY 6" WIDE TRENCH AT THE TOP OF THE SLOPE WITH A ROW OF LANDSCAPE STAPLES AT 12" SPACING IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. SEED THE SOIL AND FOLD THE REMAINING 12" LONG BLANKET REMAINT BACK OVER SEED AND TOP SOIL. ANCHOR THE BLANKET OVER COMPACTED TOP SOIL WITH A ROW OF LANDSCAPE STAPLES SPACED AT 12" SPACING ACROSS THE BLANKET AT THE TOP OF THE SLOPE.
3. ROLL THE BLANKETS DOWN (OPTION A) OR HORIZONTALLY (OPTION B) ACROSS THE SLOPE. UNROLL BLANKETS WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. SECURELY FASTEN BLANKETS TO SOIL BY PLACING LANDSCAPE STAPLES PER MANUFACTURER'S RECOMMENDATION.
4. STAPLE THE EDGES OF PARALLEL BLANKETS WITH A MINIMUM 6" OVERLAP OR PER MANUFACTURER'S RECOMMENDATIONS.
5. SPLICE BLANKETS END OVER END WITH A 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA AT 12" SPACING THE ACROSS ENTIRE BLANKET WIDTH OR PER MANUFACTURER'S SPECIFICATIONS.
6. TERMINAL ENDS SHALL BE ANCHORED WITH A ROW OF LANDSCAPE STAPLES SPACED 12" APART IN A 6" DEEP BY 6" WIDE TRENCH. BACKFILL, COMPACT, AND SEED THE TRENCH WITH TOPSOIL AFTER STAPLING.

NOTES:

1. PLACE STAPLES/STAKES PER MANUFACTURER'S RECOMMENDATION FOR THE APPROPRIATE SLOPE BEING APPLIED.
2. IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.
3. FOLLOW SPECIFICATIONS FOR PRODUCT SELECTION.

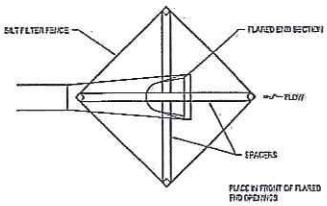
## EROSION CONTROL BLANKETS FOR SLOPES

(NOT TO SCALE)




## SILT FILTER FENCE AS A PERIMETER EROSION BARRIER

(NOT TO SCALE)




## PIPE PROTECTION

(NOT TO SCALE)

FILE NAME = STRSCPE_DETAILS.DWG

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| DATES ASSOCIATES Engineering • Architecture www.datesassociates.com MISSOURI DESIGN FIRM LICENSE NO. 000116 | USER NAME = TYLER HUFFMAN | DESIGNED - | REVISED - | The City of Ladue MISSOURI PLANNING TOMORROW TODAY | WILDWOOD COMMUNITY PARK - PHASE 2 CONSTRUCTION DETAILS | F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
| | PLOT SCALE = 1" = 1' | DRAWN - | REVISED - | | | | | ST. LOUIS | 18 | 1 |
| | | CHECKED - | REVISED - | | | | | | | |
| | PLOT DATE = 2015-09-18 | DATE = 2015-09-03 | REVISED - | | SCALE: SHEET NO. 3 OF 4 SHEETS STA. ____ TO STA. ____ | | (1100.00) | | | |

PROJECT NAME:

WILDWOOD COMMUNITY PARK - PHASE 2
SECTION 12, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN
2153 MEANDER WAY
WILDWOOD, MISSOURI, 63040

OWNER NAME & ADDRESS:

CITY OF WILDWOOD
123 PLAZA DRIVE
WILDWOOD, MISSOURI 63040

DESCRIPTION:

SOIL DISTURBING ACTIVITIES WILL INCLUDE: DEMOLITION, CLEARING AND GRUBBING, TREE REMOVAL, MASS GRADING, FINE GRADING.

WATERSHED SOIL CLASSIFICATION HYDROLOGIC SOIL GROUP "C", "D" AND "CD".

EROSION CONTROL MEASURES SHALL INCLUDE: INSTALLING PERIMETER SILT FENCE, SODDING, EROSION CONTROL BLANKET, TREE PROTECTION, TEMPORARY AND PERMANENT VEGETATION.

SITE AREA:

THE SITE IS APPROXIMATELY 3 ACRES.

THE SEQUENCE OF MAJOR ACTIVITIES SHALL BE AS FOLLOWS:

1. PERFORM REMOVALS
2. INSTALL PERIMETER SILT FENCE
3. CLEAR AND GRUB
4. MASS GRADE
5. STABILIZE DEMANDED AREA AND STOCKPILES WITH TEMPORARY SEEDING WITHIN 14 DAYS OF THE LAST GRADING ACTIVITY IN THAT AREA.
6. INSTALL PIPE CULVERTS.
7. INSTALL TREE PROTECTION ON NEW OUTLETS.
8. COMPLETE FINE GRADING AND INSTALL PERMANENT SODDING AND SEEDING.
9. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND ALL VEGETATION IS ESTABLISHED, REMOVE ALL EROSION CONTROL MEASURES, AND RE-SODDING ANY AREAS DISTURBED BY THEIR REMOVAL.

NAME OF RECEIVING WATERS:

NO STORM WATER IS BEING REDIRECTED FROM ITS PREVIOUS RECEIVING WATER.

OFFSITE VEHICLE TRACKING:

PAVED STREETS ADJACENT TO THE SITE SHALL BE CLEANED DAILY OR MORE FREQUENTLY AS NECESSARY. CLEANING SHALL INCLUDE REMOVING EXCESSIVE AMOUNTS OF SOIL AND POWER SWEEPING AS NEEDED TO REMOVE ANY EXCESS MUD, DIRT OR ROCK PULLED FROM THE SITE.

TIMING OF EROSION MEASURES:

AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITIES PERIMETER SILT FENCE SHALL BE CONSTRUCTED AT THE COMMENCEMENT OF THE SEQUENCE OF GRADING OPERATIONS AS PRACTICAL. AREAS WHERE CONSTRUCTION ACTIVITY WILL TEMPORARILY CEASE FOR MORE THAN 21 DAYS SHALL BE STABILIZED WITH TEMPORARY SEEDING AND MULCH WITHIN 14 DAYS OF THE LAST DISTURBANCE.

TEMPORARY SEEDING SHALL CONSIST OF RYE OR WHEAT APPLIED AT A RATE OF 120 POUNDS PER ACRE. 270 POUNDS OF FERTILIZER OF 13-13-13 FERTILIZER SHALL BE APPLIED TO EACH ACRE. AFTER SEEDING, STRAW MULCH SHALL BE APPLIED AT A RATE OF 4000 POUNDS PER ACRE AND ANCHORED BY CRIMPING.

ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA, THAT AREA SHALL BE STABILIZED WITH PERMANENT SODDING. PERMANENT SODDING SHALL BE IN ACCORDANCE WITH PART B, SECTION F OF THE STANDARD SPECIFICATIONS.

THE CONTRACTOR SHALL INSPECT AND REMOVE ANY LOOSE MATERIAL THAT IS DEPOSITED IN THE FLOW LINES OF GUTTERS, DRAINAGE STRUCTURES, DITCHES, ETC. TO ENSURE THAT THE NATURAL FLOW LINE OF WATER IS NOT OBSTRUCTED. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.

AT THE CONCLUSION OF EACH DAY, THE CONTRACTOR SHALL ENSURE POSITIVE SITE DRAINAGE TO AN AREA PROTECTED BY EROSION CONTROLS. SITE DRAINAGE MAY BE ACHIEVED BY SHEET FLOW, STORM SEWERS, DITCHES OR PUMPING.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS:

THE STORM WATER POLLUTION PREVENTION PLAN REFLECTS THE METROPOLITAN ST. LOUIS SEWER DISTRICT (MSD) AND TOWN AND COUNTRY MUNICIPAL CODE REQUIREMENTS FOR STORM WATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL. TO ENSURE COMPLIANCE, THIS PLAN WAS PREPARED IN ACCORDANCE WITH MSD AND THE REQUIREMENTS OF THE NPDES PERMIT PROGRAM.

MAINTENANCE/INSPECTION PROCEDURES:

THE GENERAL CONTRACTOR SHALL SELECT UP TO THREE INDIVIDUALS WHO SHALL BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORT.

PERSONNEL SELECTED FOR INSPECTION RESPONSIBILITIES SHALL RECEIVE TRAINING FROM THE SITE SUPERINTENDENT. THEY SHALL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ON SITE IN GOOD WORKING ORDER.

THE FOLLOWING INSPECTION AND MAINTENANCE PRACTICES SHALL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS:

ALL CONTROL MEASURES SHALL BE INSPECTED AT LEAST ONCE EACH WEEK AND FOLLOWING ANY RAINFALL EVENT OF 0.5 INCHES OR GREATER. DURING PERIODS OF EXTENDED RAINFALL, ALL MEASURES SHALL BE INSPECTED DAILY.

ALL MEASURES SHALL BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT SHALL BE INITIATED WITHIN 24 HOURS OF REPORT.

BUILT UP SEDIMENT SHALL BE REMOVED FROM SILT FENCES AND STRAW BALE DIKES WHEN IT HAS REACHED ONE-THIRD THE DESIGN HEIGHT OF THE FENCE OR BALE.

TEMPORARY AND PERMANENT SEEDING SHALL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND UNHEALTHY GROWTH.

A MAINTENANCE INSPECTION REPORT SHALL BE MADE AFTER EACH INSPECTION. ALL INSPECTION REPORTS SHALL BE KEPT IN THE CONSTRUCTION OFFICE ON-SITE. IF THE PROVIDED FORM IS INSUFFICIENT, ADDITIONAL FORMS SHALL BE USED AS NECESSARY UNTIL THE PROJECT IS COMPLETED. A REPORT SHALL BE COMPLETED FOR EACH OF THE REQUIRED INSPECTION INTERVALS.

NON-STORM WATER DISCHARGES

IT IS ANTICIPATED THAT SOME NON STORM WATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD.

ANTICIPATED NON STORM DISCHARGES EXPECTED INCLUDE: PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED), AND UNCONTAMINATED GROUNDWATER (FROM DEWATERING EXCAVATION).

PRODUCT SPECIFIC PRACTICES

THE FOLLOWING PRODUCT SPECIFIC PRACTICES SHALL BE FOLLOWED ON SITE:

PETROLEUM PRODUCTS:

ALL ON-SITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS SHALL BE STORED IN TIGHTLY SEALED CONTAINERS, WHICH ARE CLEARLY LABELED. ANY PETROLEUM SUBSTANCES USED ON-SITE SHALL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

FERTILIZERS:

FERTILIZERS USED SHALL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER SHALL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE SHALL BE IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

## INSPECTION AND MAINTENANCE REPORT FORM

| DATE / TIME | INSPECTORS NAME | WEATHER CONDITIONS | RAINFALL LAST 24 HRS. | IS SEDIMENT TRACKED ON TO ROAD | DEPTH OF SILT ON SILT FENCES | DEPTH OF SILT AGAINST DITCH CHECKS | CONDITION OF BASIN SIDE SLOPES | DEPTH OF SILT AGAINST ROCK DAM | ACTION REQUIRED | CONTRACTOR | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | CONTRACTOR'S NAME | CONTRACTOR'S SIGNATURE | DATE OF ACTION |
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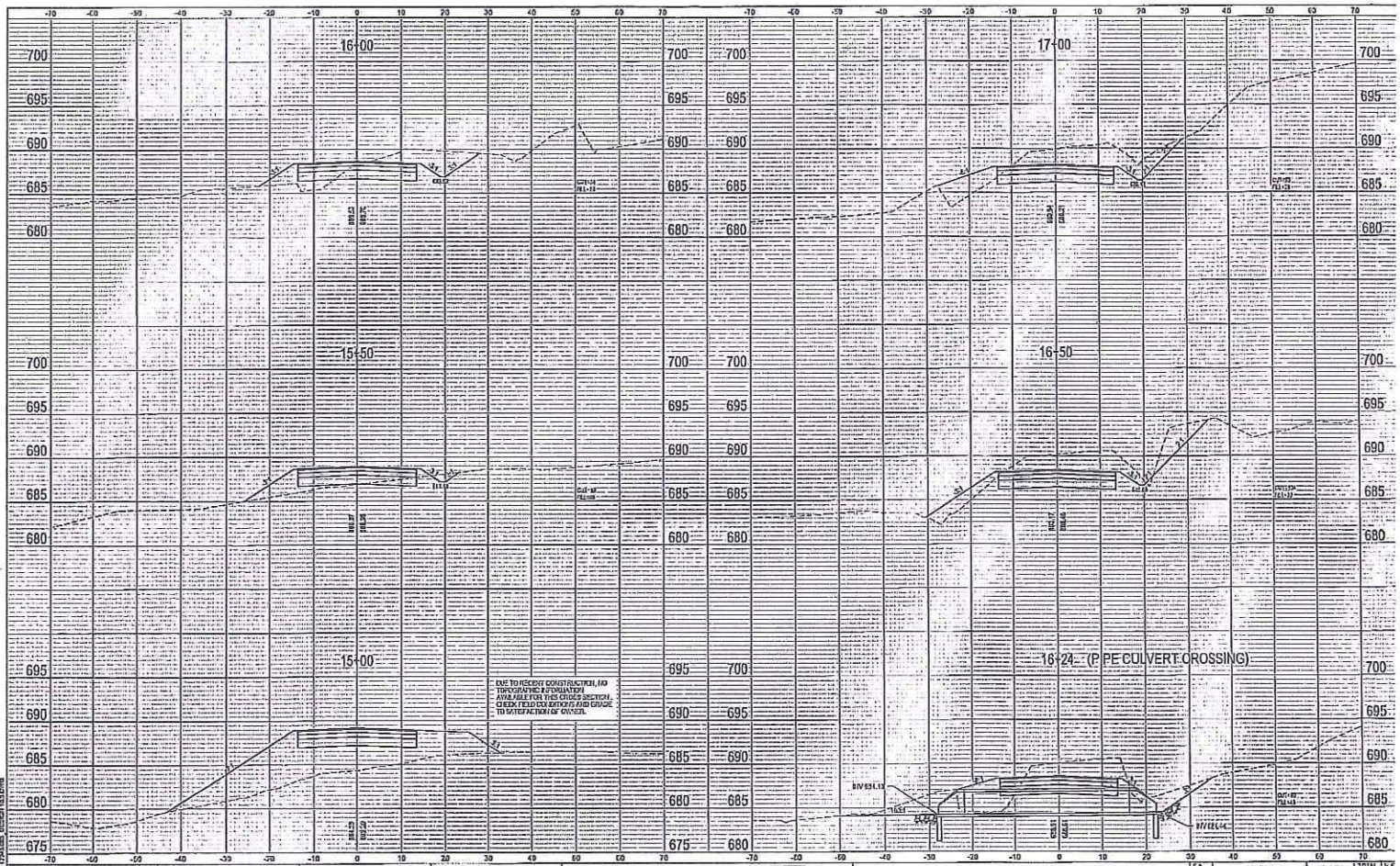
## CONTRACTOR CERTIFICATION STATEMENT

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION. I HAVE READ AND UNDERSTAND ALL OF THE INFORMATION AND RESOURCES STATED IN THE STORM WATER POLLUTION PREVENTION PLAN FOR THE ABOVE MENTIONED PROJECT. I HAVE PROVIDED ALL DOCUMENTATION REQUIRED TO BE IN COMPLIANCE WITH THE ERIS AND STORM WATER POLLUTION PREVENTION PLAN AND WILL PROVIDE TIMELY UPDATES TO THESE DOCUMENTS AS NECESSARY.

| | | |
|---|---|---|
| PRINT NAME | SIGNATURE | STREET ADDRESS |
| TITLE | DATE | CITY/STATE/ZIP |
| HOME OF FIRM | TELEPHONE | |




DATES ASSOCIATES
Engineering + Architecture
www.datesassociates.com

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|---|---|---|---|
| HORIZ. SCALE = 1"=10' HORIZ. | DESIGNED - TLC | REVISED - | |
| | DRAWN - TCH | REVISED - | |
| PLOT SCALE = 6"=1' | CHECKED - TLC | REVISED - | |
| PLOT DATE = — | DATE - 2015-07-06 | REVISED - | |

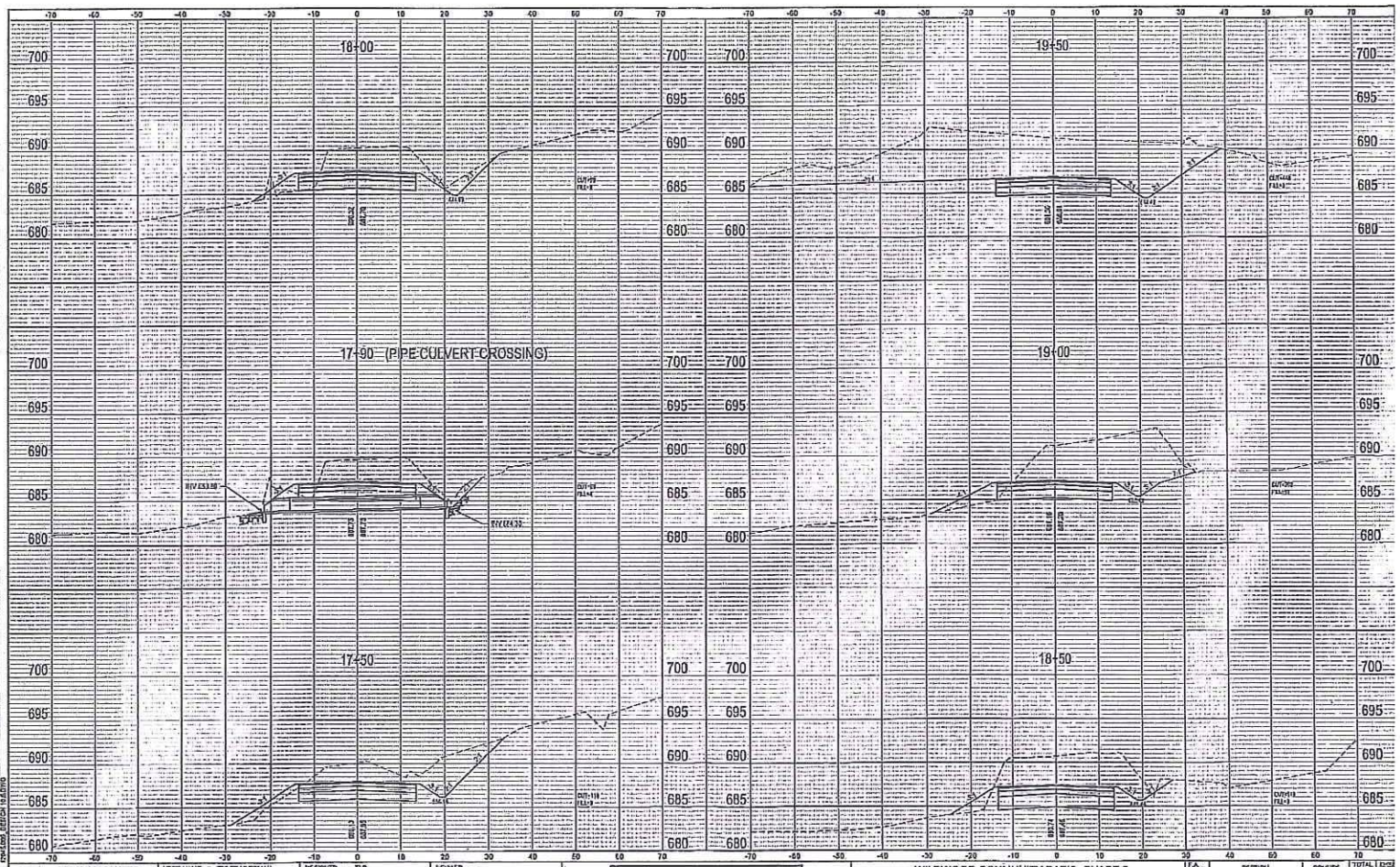
The City of WILDWOOD MISSOURI
PLANNING TOMORROW TODAY

WILDWOOD COMMUNITY PARK - PHASE 2
CROSS SECTIONS

SCALE: | SHEET NO. 1 OF 7 SHEETS | STA. 11+17 TO STA. 17+00

| F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS |
|---|---|---|---|
| | | ST. LOUIS | 19 |

MISSOURI




DATES ASSOCIATES
Engineering • Architecture
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| | | | |
|---|---|---|---|
| USER NAME = TYLER HUFFMAN | DESIGNED - TLC | REVISED - | |
| | DRAWN - TCH | REVISED - | |
| PLOT SCALE = 5" = 1' | CHECKED - TLC | REVISED - | |
| PLOT DATE = — | DATE - 2015-07-06 | REVISED - | |

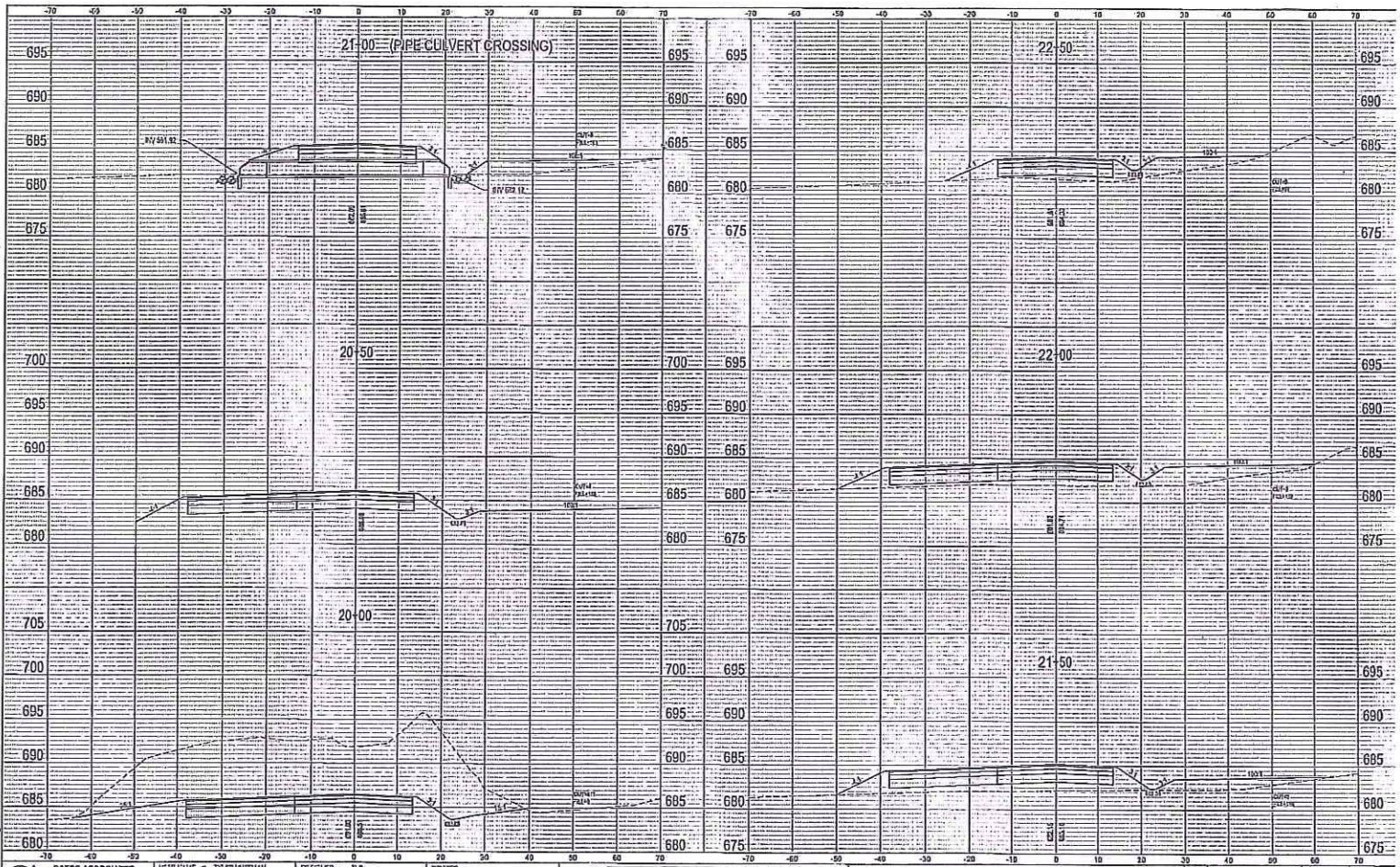
The City of MISSOURI
PLANNING TOMORROW TODAY

WILDWOOD COMMUNITY PARK - PHASE 2
CROSS SECTIONS

SCALE: | SHEET NO. 2 OF 7 SHEETS | STA. 17+50 TO STA. 19+50

| F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS | DIST. NO. |
|---|---|---|---|---|
| | | ST. LOUIS | 11 | 11 |

SURVEY




DATES ASSOCIATES
Engineering + Architecture
www.datesassociates.com

USER ISSUE = TYLER HUFFMAN
PLOT SCALE = 0" = 1'
PLOT DATE = ---

DESIGNED - TLC
DRAWN - TCH
CHECKED - TLC
DATE - 2015-07-08

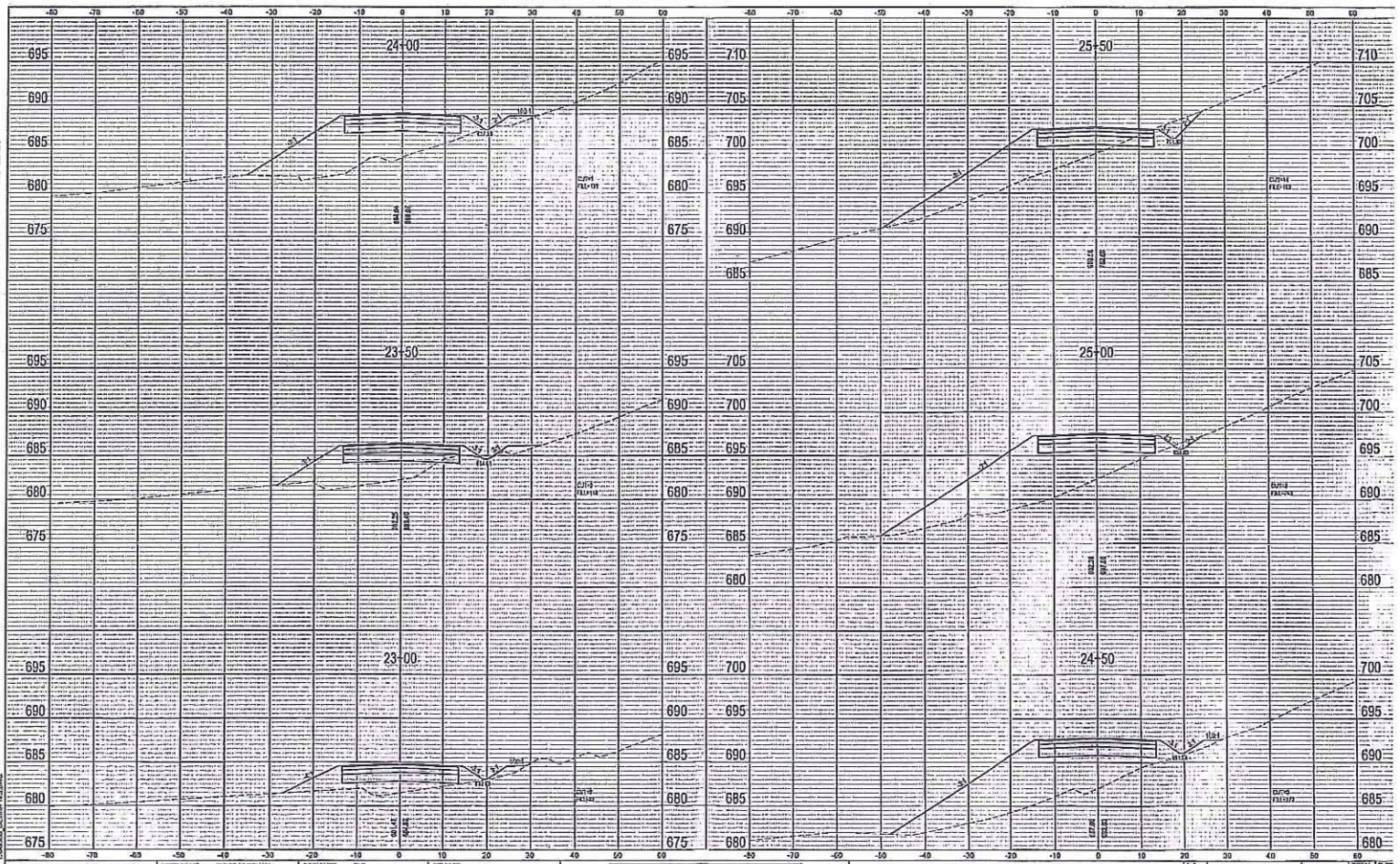
REVISED -
REVISED -
REVISED -
REVISED -

The City of Wildwood Missouri
PLANNING TOMORROW TODAY

WILDWOOD COMMUNITY PARK - PHASE 2
CROSS SECTIONS

SHEET NO. 3 OF 7 SHEETS
STA. 21+00 TO STA. 21+79

| F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| | | ST. LOUIS | 19 | 13 |




DATES ASSOCIATES
Engineering + Architecture
www.datesassociates.com

| | | | |
|---|---|---|---|
| USER NAME = TYLER HUFFMAN | DESIGNED - TLD | REVISED - | |
| | DRAWN - TCH | REVISED - | |
| PLOT SCALE = 6" = 1' | CHECKED - TLD | REVISED - | |
| PLOT DATE = — | DATE - 2016 07 06 | REVISED - | |

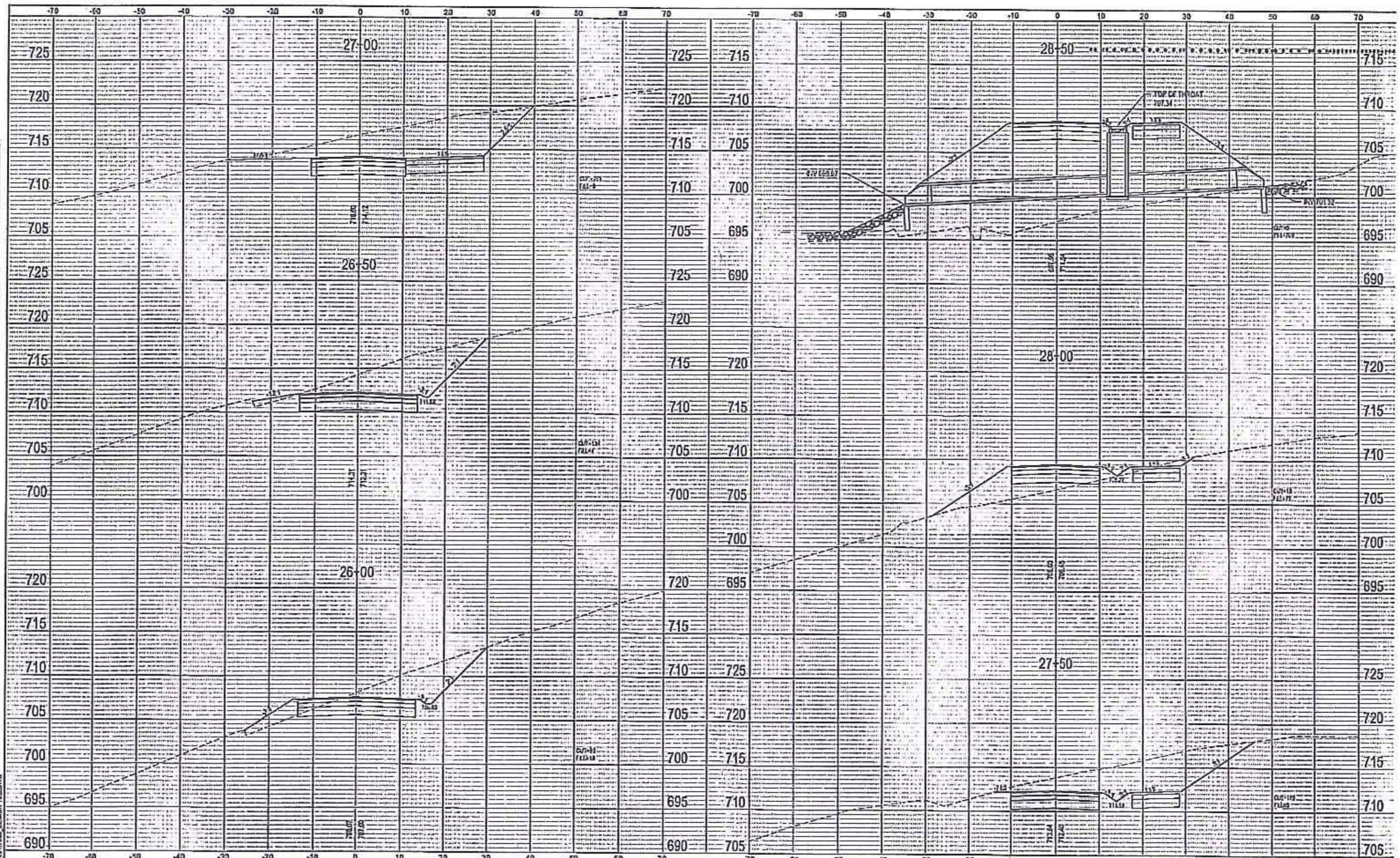
The City of MISSOURI
PLANNING TOMORROW TODAY

WILDWOOD COMMUNITY PARK - PHASE 2
CROSS SECTIONS

SCALE: SHEET NO. 4 OF 7 SHEETS STA. 21+31 TO STA. 21+39

| SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|
| | ST. LOUIS | 13 | 12 |

STATUS



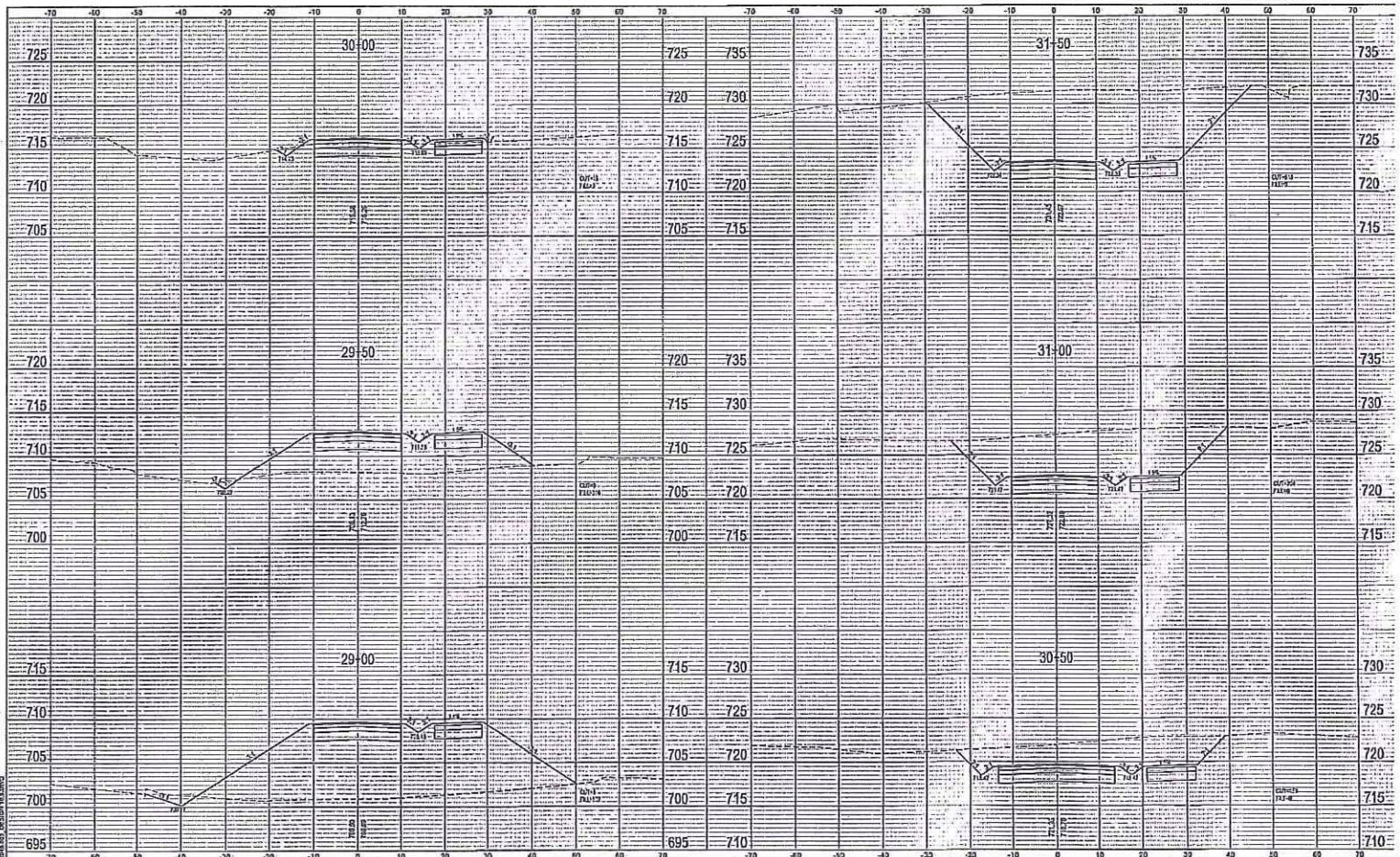

| | | | |
|---|---|---|---|
| OATES ASSOCIATES Engineering • Architecture www.oatesassociates.com | USER NAME = TYLER HUFFMAN | DESIGNED - TLC | REVISED - |
| | | DRAWN - TCH | REVISED - |
| | PLOT SCALE = 1" = 1' | CHECKED - TLC | REVISED - |
| MISSOURI DESIGN FIRM LICENSE NO. [illegible] | PLOT DATE = — | DATE - 2015-07-08 | REVISED - |

The City of Wildwood MISSOURI
PLANNING TOMORROW TODAY

WILDWOOD COMMUNITY PARK - PHASE 2
CROSS SECTIONS

| SCALE: | SHEET NO. 5 OF 7 SHEETS | STA. 21+00 TO STA. [illegible] |
|---|---|---|

| F.A. RTE | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|---|---|---|---|---|
| | | ST. LOUIS | 11 | 17 |




DATES ASSOCIATES
Engineering + Architecture
www.datesassociates.com

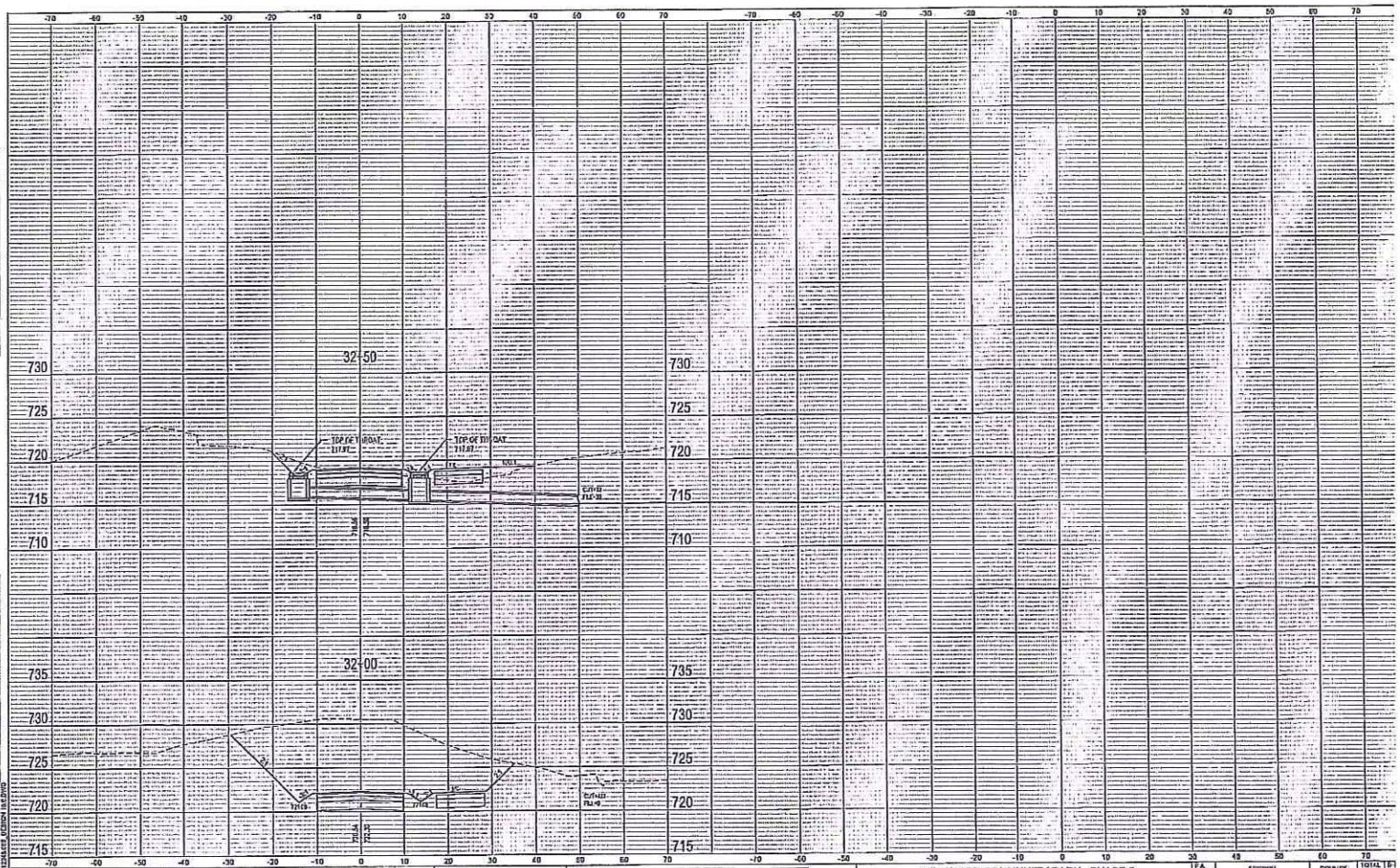
| | | | |
|---|---|---|---|
| USER NAME = TYLER FIRFMAN | DESIGNED = TLC | REVISED = | |
| | DRAWN = TCH | REVISED = | |
| PLOT SCALE = 5" = 1' | CHECKED = TLC | REVISED = | |
| PLOT DATE = — | DATE = 2016-07-08 | REVISED = | |

The City of MISSOURI
PLANNING TOMORROW TODAY

WILDWOOD COMMUNITY PARK - PHASE 2
CROSS SECTIONS

SCALE: | SHEET NO. 1 OF 7 SHEETS | STA. 31+00 TO STA. 31+13

| F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS |
|---|---|---|---|
| | | ST. LOUIS | 18 |




DATES ASSOCIATES
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|---|---|---|---|
| USER NAME = TYLER HUFFMAN | DESIGNED - TLG | REVISED - | |
| | DRAWN - TCR | REVISED - | |
| PLOT SCALE = 6"=1' | CHECKED - TLG | REVISED - | |
| PLOT DATE = — | DATE - 2016-07-08 | REVISED - | |

The City of Wildwood MISSOURI
PLANNING TOMORROW TODAY

WILDWOOD COMMUNITY PARK - PHASE 2
CROSS SECTIONS

SCALE: SHEET NO. 7 OF 7 SHEETS STA. 32+25 TO STA. 32+25

| F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS |
|---|---|---|---|
| | | ST. LOUIS | 11 |

WILDWOOD

January 26, 2016

The Honorable City Council
City of Wildwood, Missouri
16860 Main Street
Wildwood, Missouri 63040

Re: **Connector Trail Proposal – Bluff View Park to Rock Hollow – Bidding Results**

Council Members:

The Committee, in conjunction with the Department of Planning and Parks, began almost five (5) years ago having conversations with the Missouri Department of Natural Resources (MDNR) and St. Louis County about creating a connector trail between then Packwood Park (now Bluff View Park) and Rock Hollow. These conversations were very preliminary, given neither Bluff View Park or the Rock Hollow Trail had been completed. However, all of the participating parties believed that, if these park projects were successful and the associated facilities opened, a connector trail would be essential for certain users, which are currently prohibited on the Al Foster Memorial Trail, i.e. equestrian users.

With the development of these two (2) facilities completed and trail segments open and in use, the connector between these two (2) large public land holdings of the City, County, and State is crucial. Accordingly, under the Committee's leadership the Department of Planning and Parks initiated a process to develop a conceptual design for this trail and, once the other partners agreed upon such, it began the preparation of final design and engineered drawings for the bidding purposes associated with it. This effort started in 2014 and carried over to 2015, when the Missouri Department of Natural Resources (MDNR) and St. Louis County endorsed the plan. In this process to obtain this endorsement, certain changes were made to ensure that equestrian users have clear direction on the location of the trail and its use for horses.

Attached to this letter are the design and engineering drawings for this project. The project entails constructing a 2,050 foot long trail, with a crushed aggregate-type surface, that will be approximately four (4) feet in width, on State-owned property, and link to the two (2) aforementioned land holdings of the City, County, and State. The trail will cross the single-gauge railroad (Wabash, Frisco, and Pacific) line in two (2) locations. Signage is planned at these locations. To accommodate the construction of the trail, ten (10) culvert pipes are to be installed to address water runoff and other considerations. Four (4) short sections of required retaining wall are needed as well.

At the November 2015 meeting of the Committee, these bid plans were reviewed by the members for consideration and action. These plans reflected the input and actions of all of the parties noted above and were supported by the Committee members. With this support, the plans were then presented to City Council, which also endorsed them. These plan sheets provide the basis for the contracting community to undertake the project.

On Tuesday, December 3, 2015, a bid opening was held at City Hall for the connector trail project. The City received a substantial amount of interest in this project and a total of three (3) bids were received for general contracting and related services. The plans and bid specifications contained a base proposal for consideration and inclusion in the project. A summary of the general contractor submittals is as follows:

| **Bidder** | **Base Bid ($)** |
|---|---|
| **Krupp Construction** | 168,937.00 |
| **Ideal Landscaping** | 183,868.00 |
| **RV Wagner** | 280,500.00 |

It is important to note that approximately $200,000.00 was anticipated for this project in the 2016 Capital Improvements Budget, as part of the overall trail construction line item contained in it. In considering the results of this bidding process, the Committee is recommending for the City Council's consideration the following bid:

| **Bidder** | **Base Bid ($)** |
|---|---|
| **Krupp Construction** | 168,937.00 |

The recommendation was approved by a unanimous vote of 6 to 0 by the Committee.

This matter is being presented at tonight's Work Session to the City Council for its review of the bids and, if acceptable, to provide a recommendation in this regard. If the City Council concurs with the Committee's recommendation, it would request the authorization for the Department of Planning and Parks to prepare the necessary legislation to engage Krupp Construction for this project, as defined in the attached bid documents and plans.

If any of the City Council Members have questions or comments about the bidding process and/or plan sheets, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation of this information is planned on this item at tonight's meeting. Thank you for your consideration of this information and providing direction on the same.

Respectfully submitted,
CITY OF WILDWOOD

Jim Baugus, Chair*
Planning/Economic Development/Parks Committee

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Kathy Arnett, Assistant Director of Planning and Parks
Gary Crews, Superintendent of Parks and Recreation
Krupp Construction – Recommended Contractor

* The Department of Planning and Parks developed this report, in conjunction with the Planning/Economic Development/Parks Committee. Content reflects the Committee's consideration of this subject, and not necessarily an individual's position or opinion.

Project: BLUFF VIEW TRAIL - WILDWOOD, MO 10:30 A.M. Date: 12/3/15

| Bidder: | Bid Bond | Base Bid | | | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|
| IDEAL LANDSCAPE | ✓ | 183,868 | | | | | | 183,868 |
| RV WAGNER | ✓ | 280 500 | | | | | | 280,500 |
| KRUPP CONSTRUCTION | ✓ | 168 937 | | | | | | 168 937 |

Community Room - City Hall

*ARTICLE 10*

*BID FORM PROPOSAL*

PROJECT: BLUFF VIEW TRAIL SITE IMPROVEMENTS
WILDWOOD, MISSOURI
terraspec Project No. 14-012

OWNER: CITY OF WILDWOOD
16860 MAIN STREET
WILDWOOD, MISSOURI 63040

BIDDER: L.F. Krupp Construction
dba Krupp Construction
415 Old State Rd
Ellisville, MO 63021

TO: CITY OF WILDWOOD, MISSOURI

1. The undersigned (herein called the "Bidder") in compliance with your Invitation for Bids for the construction of the above-referenced project, having examined the drawings and specifications with related documents as prepared by ***terraspec***, and having examined the site of the proposed work, being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

2. BASE PROPOSAL: Bidder agrees to furnish all labor, materials, equipment and service required to construct and install all work shown on the drawings and called for in the specifications, except those items designated as add alternates. The bidder will complete this work as shown on the drawings and called for in the specifications, in accordance with said documents therewith for the sum indicated below.

**BASE PROPOSAL TOTAL** 168,937.00

One Hundred ~~Forty~~ Sixty-Eight Thousand Nine Hundred Thirty seven & no/100 DOLLARS ($ ~~168,937.00~~ mgk)

3. ALTERNATES: The bidder will add the following work items as called for in the drawings and specifications in accordance with said documents therewith for the following itemized sums. The CITY reserves the right to select or reject any or all, or any combination of alternates.

THERE ARE NO ALTERNATES ON THIS PROJECT

4. UNIT PRICES: Should the undersigned be required to perform work other than that shown on the submitted proposal, he will be paid an additional sum or shall credit the Owner, as the case may be, on the basis of the unit Prices quoted below. Such prices shall be the sum total installed compensation payable for all required work, including materials, installation, overhead and profit, and be valid for the duration of the contract. Any direction for changes will be given to the contractor in writing by the Owner.

| ITEM DESCRIPTION | PRICE PER UNIT |
|---|---|
| Over excavation and removal of unsuitable soil and replacement with suitable fill material. | $ 75.00 /CY. |
| Over excavation, replacement and compaction (to specified density) of existing soil in areas beneath pavements and structures. | $ 45.00 /CY. |
| Rock Excavation and Disposal | $ 150.00 /CY. |
| Crushed Aggregate Pavement per Detail | $ 42.00 /SY. |
| Boulder Retaining Wall per Detail | $ 50.00 / FACE SF. |
| 12" Dia. Corrugated, Plastic Culvert per Plan Notes | $ 35.00 /LF. |
| Plastic Flared End Section for Culvert | $ 400.00 /EA. |
| Rock Blanket per Detail | $ 145.00 /CY. |
| Seeded Lawns. | $ .50 /SF. |
| Railroad Crossing per Detail | $ 600.00 /EA. |
| Railroad/Pedestrian Crossing Sign per Detail | $ 300.00 /EA. |

5. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

6. The undersigned agrees that he will complete said work by **June 30, 2016** or allow the Owner as **liquidated damages, the sum of Five Hundred Dollars ($500.00)** for each calendar day thereafter, that the Contract remains uncompleted. Computation of Contract time shall commence on the seventh (7th) day following the date of mailing by regular mail of the Notice to Proceed, and every calendar day following thereafter, except as provided herein, shall be counted as a working day.

7. The undersigned hereby represents that he has carefully examined the Bid Documents, and will execute the Contract and its items, covenants, and conditions all in strict conformance to these requirements.

8. All materials and equipment furnished by this Contract, and all construction involved in this Contract shall be, and the same is guaranteed by the Contractor, free from defects owing to faulty materials or workmanship for a period of one (1) year after the date of completion of the above work covered by this Contract, and any part, equipment, material, or work which proves defective by reason of faulty material or workmanship, within said period of one year shall be replaced by the Contractor free of cost to the Owner.

9. It is understood that the City reserves the right to reject any or all bids, to waive informalities in bidding, and to accept the bid most advantageous to the City.

10. All materials and equipment furnished by the undersigned shall be fully warranted as provided by the manufacturer(s). Any equipment which proves to be defective by reason of faulty parts, materials, or workmanship within the specified time period shall be replaced by the undersigned firm free of cost to the City.

11. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

12. Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within five (5) days and deliver the required Surety Bond or Bonds.

13. The bid security attached in the sum of 5% ($7,446.85) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the owner caused thereby.

14. The undersigned hereby agrees to commence work under Contract a maximum of fourteen (14) days of receiving written "Notice to Proceed" from the Owner and to fully complete the total project in accordance with the time schedule set forth in the CITY - Contractor Agreement. The undersigned

further agrees to pay liquidated damages in accordance with the requirements of the Contract.

15. Bidder acknowledges receipt of the following Addenda:

Addendum No. N/A Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Respectfully submitted,

Mark Reizer
President

Name and Signature of Bidder

If an **INDIVIDUAL**

_____
Name of Individual

_____
Firm Name, if any

_____
Residence Address

_____
Address for Communications

If a **CORPORATION**

L.F. Krupp Construction
Name of Corporation

Mark Reizer
President
Name and Title of Officer

415 Old Stake Rd
Ellisville, MO 63021
Address for Communications

1 Incorporated under the laws of the State of Name of Corporation?

2. Licensed to do business in Missouri?

Yes ✓ No _____
(Check One)

If a **PARTNERSHIP**

_____
Name of Partnership

_____
Partner

_____
Address for Communications

State names and residence addresses of <u>all</u> partners

_____
_____
_____

*SUBCONTRACTOR UTILIZATION FORM*

This report must accompany and be part of the sealed bid proposal.

1. Name of Bidder: Krupp Construction

2. Address Bidder: 415 Old State Rd Ellisville
City State Zip / Phone mo
636-3918844

3. The above-named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

| Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing | Nature of Participation | $ Value of Subcontractor |
|---|---|---|
| | | |
| | | |
| N/A | | |
| | | |

A. Total of Above 0

B. Total Bid Amount 168,937.00

**Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100)** 0

The General Contractor shall perform 51% of the contract with his own company work force.

Mark Reizer
Name-Authorized Officer of Bidder

Signature-Office Bidder

12-3-2015
Date

The City of Wildwood, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

*NON-COLLUSION AFFIDAVIT*

STATE OF Missouri,

COUNTY OF St. Louis,

Randy Brandt, being first duly sworn, deposes and says that he is Estimator *(sole owner, partner, president, secretary, etc.) of Krupp Construction, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

Randall Brandt

Subscribed and sworn to before me this 3 day of December, 2015.
Seal of Notary

Notary Public

SHARON M. DAVISON
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: July 21, 2016
Commission Number: 12380587

# *Bid Bond*

**CONTRACTOR:**
*(Name, legal status and address)*
**L.F. Krupp Construction, Inc. dba Krupp Construction**
**415 Old State Road**
**Ballwin, MO 63021**

**SURETY:**
*(Name, legal status and principal place of business)*
**Travelers Casualty and Suréty Company of America**
**One Tower Square**
**Hartford, CT 06183-6014**
**(860) 277-0111**

**OWNER:**
*(Name, legal status and address)*
**City of Wildwood**
**183 Plaza Drive**
**Wildwood, MO 63040**
**BOND AMOUNT: Five Percent of the Total Amount Bid (5%)**

This document has important legal consequences. Consultation with an attorney is encouraged with respect its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT: Bluff View Trail Site Improvements**
*(Name, location or address, and Project number, if any)*

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of December, 2015

Shari Adams
*(Witness)*

**L.F. Krupp Construction, Inc. dba Krupp Construction**
*(Principal)* *(Seal)*

*(Title)* Mark Reizer, President

Carolyn Sutton
*(Witness)*

**Travelers Casualty and Surety Company of America**
*(Surety)* *(Seal)*

Barbara J. Lemm
*(Title)* **Barbara J. Lemm, Attorney-in-Fact**

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER.

TRAVELERS

# POWER OF ATTORNEY

**Farmington Casualty Company**
**Fidelity and Guaranty Insurance Company**
**Fidelity and Guaranty Insurance Underwriters, Inc.**
**St. Paul Fire and Marine Insurance Company**
**St. Paul Guardian Insurance Company**

**St. Paul Mercury Insurance Company**
**Travelers Casualty and Surety Company**
**Travelers Casualty and Surety Company of America**
**United States Fidelity and Guaranty Company**

**Attorney-In Fact No.** 229546

**Certificate No.** 006404902

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dennis D. Flatness, Dennis W. Lutz, Taffra S. Holman, Susan M. Stefanski, and Barbara J. Lemm

of the City of St. Louis, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of June, 2015.

**Farmington Casualty Company**
**Fidelity and Guaranty Insurance Company**
**Fidelity and Guaranty Insurance Underwriters, Inc.**
**St. Paul Fire and Marine Insurance Company**
**St. Paul Guardian Insurance Company**

**St. Paul Mercury Insurance Company**
**Travelers Casualty and Surety Company**
**Travelers Casualty and Surety Company of America**
**United States Fidelity and Guaranty Company**

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 15th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof,** I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of December, 20 15.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

H



*ARTICLE 10*

*BID FORM PROPOSAL*

PROJECT: BLUFF VIEW TRAIL SITE IMPROVEMENTS
WILDWOOD, MISSOURI
terraspec Project No. 14-012

OWNER: CITY OF WILDWOOD
16860 MAIN STREET
WILDWOOD, MISSOURI 63040

BIDDER: Ideal Landscape Construction, Inc.
6264 Lemay Ferry Road
St. Louis, MO 63129

TO: CITY OF WILDWOOD, MISSOURI

1. The undersigned (herein called the "Bidder") in compliance with your Invitation for Bids for the construction of the above-referenced project, having examined the drawings and specifications with related documents as prepared by ***terraspec***, and having examined the site of the proposed work, being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

2. BASE PROPOSAL: Bidder agrees to furnish all labor, materials, equipment and service required to construct and install all work shown on the drawings and called for in the specifications, except those items designated as add alternates. The bidder will complete this work as shown on the drawings and called for in the specifications, in accordance with said documents therewith for the sum indicated below.

**BASE PROPOSAL TOTAL**

One hundred eighty three thousand eight hundred sixty eight DOLLARS ($ 183,868.00 )

3. ALTERNATES: The bidder will add the following work items as called for in the drawings and specifications in accordance with said documents therewith for the following itemized sums. The CITY reserves the right to select or reject any or all, or any combination of alternates.

THERE ARE NO ALTERNATES ON THIS PROJECT

4. UNIT PRICES: Should the undersigned be required to perform work other than that shown on the submitted proposal, he will be paid an additional sum or shall credit the Owner, as the case may be, on the basis of the unit Prices quoted below. Such prices shall be the sum total installed compensation payable for all required work, including materials, installation, overhead and profit, and be valid for the duration of the contract. Any direction for changes will be given to the contractor in writing by the Owner.

| ITEM DESCRIPTION | PRICE PER UNIT |
|---|---|
| Over excavation and removal of unsuitable soil and replacement with suitable fill material. | $ 75.00 /CY. |
| Over excavation, replacement and compaction (to specified density) of existing soil in areas beneath pavements and structures. | $ 50.00 /CY. |
| Rock Excavation and Disposal | $ 350.00 /CY. |
| Crushed Aggregate Pavement per Detail | $ 30.00 /SY. |
| Boulder Retaining Wall per Detail | $ 60.00 / FACE SF. |
| 12" Dia. Corrugated, Plastic Culvert per Plan Notes | $ 30.00 /LF. |
| Plastic Flared End Section for Culvert | $ 500.00 /EA. |
| Rock Blanket per Detail | $ 75.00 /CY. |
| Seeded Lawns. | $ 0.40 /SF. |
| Railroad Crossing per Detail | $ 500.00 /EA. |
| Railroad/Pedestrian Crossing Sign per Detail | $ 1,000.00 /EA. |

5. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

6. The undersigned agrees that he will complete said work by **June 30, 2016** or allow the Owner as **liquidated damages, the sum of Five Hundred Dollars ($500.00)** for each calendar day thereafter, that the Contract remains uncompleted. Computation of Contract time shall commence on the seventh (7th) day following the date of mailing by regular mail of the Notice to Proceed, and every calendar day following thereafter, except as provided herein, shall be counted as a working day.

7. The undersigned hereby represents that he has carefully examined the Bid Documents, and will execute the Contract and its items, covenants, and conditions all in strict conformance to these requirements.

8. All materials and equipment furnished by this Contract, and all construction involved in this Contract shall be, and the same is guaranteed by the Contractor, free from defects owing to faulty materials or workmanship for a period of one (1) year after the date of completion of the above work covered by this Contract, and any part, equipment, material, or work which proves defective by reason of faulty material or workmanship, within said period of one year shall be replaced by the Contractor free of cost to the Owner.

9. It is understood that the City reserves the right to reject any or all bids, to waive informalities in bidding, and to accept the bid most advantageous to the City.

10. All materials and equipment furnished by the undersigned shall be fully warranted as provided by the manufacturer(s). Any equipment which proves to be defective by reason of faulty parts, materials, or workmanship within the specified time period shall be replaced by the undersigned firm free of cost to the City.

11. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

12. Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within five (5) days and deliver the required Surety Bond or Bonds.

13. The bid security attached in the sum of 5% ($ 9,193.40) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the owner caused thereby.

14. The undersigned hereby agrees to commence work under Contract a maximum of fourteen (14) days of receiving written "Notice to Proceed" from the Owner and to fully complete the total project in accordance with the time schedule set forth in the CITY - Contractor Agreement. The undersigned

further agrees to pay liquidated damages in accordance with the requirements of the Contract.

15. Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Respectfully submitted,

-David Buckel

Ideal Landscape Construction, Inc.

Name and Signature of Bidder

If an **INDIVIDUAL**

_____
Name of Individual

_____
Firm Name, if any

_____
Residence Address

_____
Address for Communications

If a **CORPORATION**

Ideal Landscape Construction, Inc.
Name of Corporation

David Buckel
President
Name and Title of Officer

6264 Lemay Ferry Road
St. Louis, MO 63129
Address for Communications

1 Incorporated under the laws of the State of Name of Corporation?
Yes

2. Licensed to do business in Missouri?

Yes X No _____
(Check One)

If a **PARTNERSHIP**

_____
Name of Partnership

_____
Partner

_____
Address for Communications

State names and residence addresses of <u>all</u> partners

_____
_____
_____

## *SUBCONTRACTOR UTILIZATION FORM*

This report must accompany and be part of the sealed bid proposal.

1. Name of Bidder: Ideal Landscape Construction, Inc.

2. Address Bidder: St. Louis (City) MO (State) 63129 (Zip) (314)892-9500 (Phone)

3. The above-named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

| Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing | Nature of Participation | $ Value of Subcontractor |
|---|---|---|
| Metron Surveying | Surveying | 4,900.00 |
| Kremer Design | Shop Drawings | 1,000.00 |
| | | |
| | | |

| | |
|---|---|
| A. Total of Above | $5,900.00 |
| B. Total Bid Amount | $183,868.00 |
| **Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100)** | 4% |

The General Contractor shall perform 51% of the contract with his own company work force.

David Buckel
Name-Authorized Officer of Bidder

Signature-Office Bidder

11/19/15
Date

The City of Wildwood, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

*NON-COLLUSION AFFIDAVIT*

STATE OF Missouri,

COUNTY OF St. Louis,

David Buckel, being first duly sworn, deposes and says that he is President *(sole owner, partner, president, secretary, etc.) of Ideal Landscape Construction, Inc., the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

Subscribed and sworn to before me this 25th day of November, 20 15.
Seal of Notary

Rebecca Dawn White
Notary Public

REBECCA DAWN WHITE
MY COMMISSION EXPIRES 3/05/2016
NOTARY PUBLIC NOTARY SEAL COMMISSION #12310860
JEFFERSON COUNTY
STATE OF MISSOURI

# STATE OF MISSOURI

SEAL OF THE SECRETARY OF STATE
MISSOURI

## Matt Blunt
## Secretary of State

CERTIFICATE OF AMENDMENT

WHEREAS,

*Ideal Landscape Construction, Inc.*
*00505939*

Formerly,

*DAVE'S LANDSCAPE CONSTRUCTION SERVICES, INC.*

a corporation organized under The General and Business Corporation Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The General Business Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 30th day of October, 2003.

THE GREAT SEAL OF THE STATE OF MISSOURI
MDCCCXX

Matt Blunt
Secretary of State

SOS #30 (1-01)

E-Verify Employment Eligibility Verification



## Company Information

| | | |
|---|---|---|
| **Company Name:** | Ideal Landscape Group | View / E |
| **Company ID Number:** | 270837 | |

| **Physical Location:** | | **Mailing Address:** |
|---|---|---|
| **Address 1:** | 6264 Lemay Ferry Road | **Address 1:** |
| **Address 2:** | | **Address 2:** |
| **City:** | Saint Louis | **City:** |
| **State:** | MO | **State:** |
| **Zip Code:** | 63129 | **Zip Code:** |
| **County:** | SAINT LOUIS | |

| | |
|---|---|
| **Employer Identification Number:** | 10614956 |
| **Total Number of Employees:** | 20 to 99 |
| **Corporate / Parent Company:** | Ideal Landscape Management |

## Organization Designation:

| | |
|---|---|
| **Employer Category:** | None of these categories apply |

| | | |
|---|---|---|
| **NAICS Code:** | 238 - SPECIALTY TRADE CONTRACTORS | View / E |
| **Total Hiring Sites:** | 1 | View / E |
| **Total Points of Contact:** | 3 | View / E |

E-Verify Employment Eligibility Verification

Exit

# E-Verify Enrollment: You're Finished

## Congratulations!

Your company has been enrolled in E-Verify. **Now just sit back and wait – the people you signed up as users will receive their user names and passwords by e-mail.**

Most people receive our confirmation e-mail within a few minutes. You should check your e-mail inbox as well as your spam or junk mail folders because sometimes our e-mails are mistakenly marked as spam.

If the e-mail is not received within 48 hours, please call our Customer Support line at 1-888-464-4218 for assistance. Do not enroll your company again in E-Verify. If you attempt to reenroll, your enrollment may be delayed.

**Before you go, click on the "View Memorandum of Understanding" button and print a copy of the Memorandum of Understanding you electronically signed.** Be sure to share it with your human resources manager, legal counsel and other appropriate staff.

Thanks for signing up. Your participation is vital in ensuring a legal United States workforce. If you ever have any questions, we're here to help – just give us a call at 1-888-464-4218 or e-mail us at E-Verify@dhs.gov.

View Memorandum of Understanding

U.S. Department of Homeland Security | U.S. Citizenship and Immigration Services

Download Viewers

E-Verify

Company ID Number: 270837

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.**

**Employer Ideal Landscape Group**

| | |
|---|---|
| **Leanna Buckel** | |
| Name (Please Type or Print) | Title |
| *Electronically Signed* | 10/30/2009 |
| Signature | Date |

**Department of Homeland Security – Verification Division**

| | |
|---|---|
| **USCIS Verification Division** | |
| Name (Please Type or Print) | Title |
| *Electronically Signed* | 10/30/2009 |
| Signature | Date |

# Document A310 TM – 2010

**Conforms with The American Institute of Architects AIA Document 310**

## *Bid Bond*

**CONTRACTOR:**
*(Name, legal status and address)*
Ideal Landscape Construction, Inc.
6264 Lemay Ferry Rd.
Oakville, MO 63129

**SURETY:**
*(Name, legal status and principal place of business)*
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

**Mailing Address for Notices**
The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**
*(Name, legal status and address)*
City of Wildwood
Department of Planning and Parks
16860 Main Street
Wildwood, MO 63040

**BOND AMOUNT:** $5% of Bid Amount (Five percent of amount bid.)

**PROJECT:**
*(Name, location or address, and Project number, if any)*
Bluff View Trail Site Improvements
PE-23059

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3 day of December 2015

Rebecca White
*(Witness)*

Ideal Landscape Construction, Inc.
*(Principal)* *(Seal)*

*(Title)* David Buckel, President

Jim Klump
*(Witness)*

The Ohio Casualty Insurance Company
*(Surety)* *(Seal)*

Kathleen A. Petchulat
*(Title)* Kathleen A. Petchulat, Attorney-in-fact

State of Missouri }
County of St. Louis} ss:

On 12-3-16, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Kathleen A. Petchulat**

known to me to be Attorney-in-Fact of **The Ohio Casualty Insurance Company** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he/she duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREF, I have hereunto set my and affixed my official seal, the day and year stated in this certificate above.

Notary Public

PATRICIA J. GASTILE
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: September 22, 2018
Commission Number: 14469438

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**
**This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

Certificate No. 6945762

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

# POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher G. Leahy; Jessica C. Klemp; Kathleen A. Petchulat; Stephen E. Ricci

all of the city of CREVE COEUR, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of April, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of April, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII** – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 3 day of December, 2015.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LMS_12873_122013

*ARTICLE 10*

*BID FORM PROPOSAL*

PROJECT: BLUFF VIEW TRAIL SITE IMPROVEMENTS
WILDWOOD, MISSOURI
terraspec Project No. 14-012

OWNER: CITY OF WILDWOOD
16860 MAIN STREET
WILDWOOD, MISSOURI 63040

BIDDER: RV Wagner, Inc.
4712 Green Park Rd.
St. Louis, MO 63123

TO: CITY OF WILDWOOD, MISSOURI

1. The undersigned (herein called the "Bidder") in compliance with your Invitation for Bids for the construction of the above-referenced project, having examined the drawings and specifications with related documents as prepared by *terraspec*, and having examined the site of the proposed work, being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

2. BASE PROPOSAL: Bidder agrees to furnish all labor, materials, equipment and service required to construct and install all work shown on the drawings and called for in the specifications, except those items designated as add alternates. The bidder will complete this work as shown on the drawings and called for in the specifications, in accordance with said documents therewith for the sum indicated below.

**BASE PROPOSAL TOTAL**

Two-hundred eighty-thousand, five-hundred and 00/100 DOLLARS ($ 280,500.00 )

3. ALTERNATES: The bidder will add the following work items as called for in the drawings and specifications in accordance with said documents therewith for the following itemized sums. The CITY reserves the right to select or reject any or all, or any combination of alternates.

THERE ARE NO ALTERNATES ON THIS PROJECT

further agrees to pay liquidated damages in accordance with the requirements of the Contract.

15. Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Respectfully submitted,

_____

SCOTT INSERRA PRESIDENT

Name and Signature of Bidder

If an **INDIVIDUAL**

_____
Name of Individual

_____
Firm Name, if any

_____
Residence Address

_____
Address for Communications

If a **CORPORATION**

RV Wagner, Inc.
Name of Corporation

Scott Inserra
President
Name and Title of Officer

4712 Green Park Rd.
St. Louis, MO 63123
Address for Communications

1 Incorporated under the laws of the State of Name of Corporation? MO

2. Licensed to do business in Missouri?

Yes X No _____
(Check One)

If a **PARTNERSHIP**

_____
Name of Partnership

_____
Partner

_____
Address for Communications

State names and residence addresses of all partners

_____
_____
_____

*SUBCONTRACTOR UTILIZATION FORM*

This report must accompany and be part of the sealed bid proposal.

1. Name of Bidder: RV Wagner, Inc

2. Address Bidder: St. Louis (City) MO (State) 63123 (Zip) (314)892-1600 (Phone)

3. The above-named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

| Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing | Nature of Participation | $ Value of Subcontractor |
|---|---|---|
| Rosch Company | Sub | $55,000.00 |
| | | |
| | | |
| | | |

A. Total of Above 55,000.00

B. Total Bid Amount 280,500.00

**Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100)** 19.6%

The General Contractor shall perform 51% of the contract with his own company work force.

SCOTT INSERRA
Name-Authorized Officer of Bidder

Signature-Office Bidder

Date 12/3/15

The City of Wildwood, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

*NON-COLLUSION AFFIDAVIT*

STATE OF MO,

COUNTY OF St. Louis,

Scott Inserra, being first duly sworn, deposes and says that he is President *(sole owner, partner, president, secretary, etc.) of RW Wagner, Inc., the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

Subscribed and sworn to before me this 3 day of December, 20 15.

Seal of Notary

Notary Public

BLAKE BOGGS
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: September 16, 2019
Commission Number: 15638326

Liberty Mutual. SURETY

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## *Bid Bond*

**CONTRACTOR:**

R.V. Wagner, Inc.
4712 Green Park Road
St. Louis, MO 63123

**OWNER:**

City of Wildwood
16860 Main St
Wildwood, MO 63040

**SURETY:**

*(Name, legal status and principal place of business)*
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

**Mailing Address for Notices**
Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5% of the Amount Bid

**PROJECT:**

**City of Wildwood, Bluff View Trail Site Improvements**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of December, 2015

Amanda Ruhl
*(Witness)*

R.V. Wagner, Inc.
*(Principal)* *(Seal)*

Barry J. Stanley
*(Title)*

Kelley DeCosty
*(Witness)*

Liberty Mutual Insurance Company
*(Surety)*

Janice L. Jakubielski
Janice L. Jakubielski Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

State of Missouri

County of St. Charles

On this 3rd day of December, 2015 before me, LaVerne S. Brittan, a Notary Public in and for the said County of St. Charles, State of Missouri, residing therein, duly commissioned and sworn, personally appeared Janice L. Jakubielski, known to me to be the Attorney-in-Fact of Liberty Mutual Insurance Company, the corporation that executed the written instrument.

LaVerne S. Brittan

Notary Public in and for the County of St. Charles, State of Missouri. My Commission Expires on November 8, 2018

LaVerne S. Brittan
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: November 8, 2018
Commission #14432286

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**
**This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

Certificate No. 6822017

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The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

# POWER OF ATTORNEY

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all of the city of SAINT PETERS, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of December, 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of December, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of December, 2015.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

WILDWOOD

November 17, 2015

The Honorable City Council
City of Wildwood, Missouri
16860 Main Street
Wildwood, Missouri 63040

Re: **Connector Trail Proposal – Bluff View Park to the Rock Hollow Valley**

Council Members:

Beginning almost five (5) years ago, the Department started having conversations with the Missouri Department of Natural Resources (MDNR) and St. Louis County about creating a connector trail between then Packwood Park (now Bluff View Park) and the Rock Hollow Valley. These conversations were very preliminary, given neither Bluffview Park or the Rock Hollow Trail had been completed. However, all of the participating parties believed that, if these park projects were successful and the associated facilities opened, a connector trail would be essential for certain users, which are currently prohibited on the Al Foster Memorial Trail, i.e. equestrian users.

With the development of these two (2) facilities completed and trail segments open and in use, the connector between these two (2) large public land holdings of the City, County, and State is necessary. Accordingly, the Department initiated a process to develop a concept for this trail and, once the other partners agreed upon that design, it began the preparation of design and engineered drawings for the bidding purposes associated with it. This effort started in 2014 and carried over to 2015, when the Missouri Department of Natural Resources (MDNR) and St. Louis County endorsed the concept. In this process to obtain this endorsement, certain changes were made to ensure that equestrian users have clear direction on the location of the trail and its use for horses.

Attached to this report are the design and engineering drawings for this project. The project entails constructing a 2,050 foot long trail, with a crushed aggregate-type surface, that will be approximately four (4) feet in width, on State-owned property, and link to the two (2) aforementioned land holdings of the City, County, and State. The trail will cross the single-gauge railroad line in three (3) locations. Signage is planned at these locations. To accommodate the construction of the trail, ten (10) culvert pipes are to be installed to address water runoff and other considerations. Also, four (4) short sections of required retaining wall are planned as well.

At the November meeting, the Department presented these plan sheets to the Committe Members for consideration and action. These plans reflect the input and actions of all of the parties noted above and were at the level of detail for construction purposes. These plan sheets provide the basis for the contracting community to undertake the project. This bidding process, with the Committee's favorable recommendation, which was granted on November 17, 2015, and now action by City Council, could be completed before the end of the year.

As a point of reference, this project is funded for 2016. Again, given the popularity of the trail system along the Meramec River, this connector trail will be extensively used and, again, what the community and users have identified as a needed addition. Accordingly, the Committee is respectfully requesting the City Council recommend approval of the plan, so the bidding process can proceed to its completion.

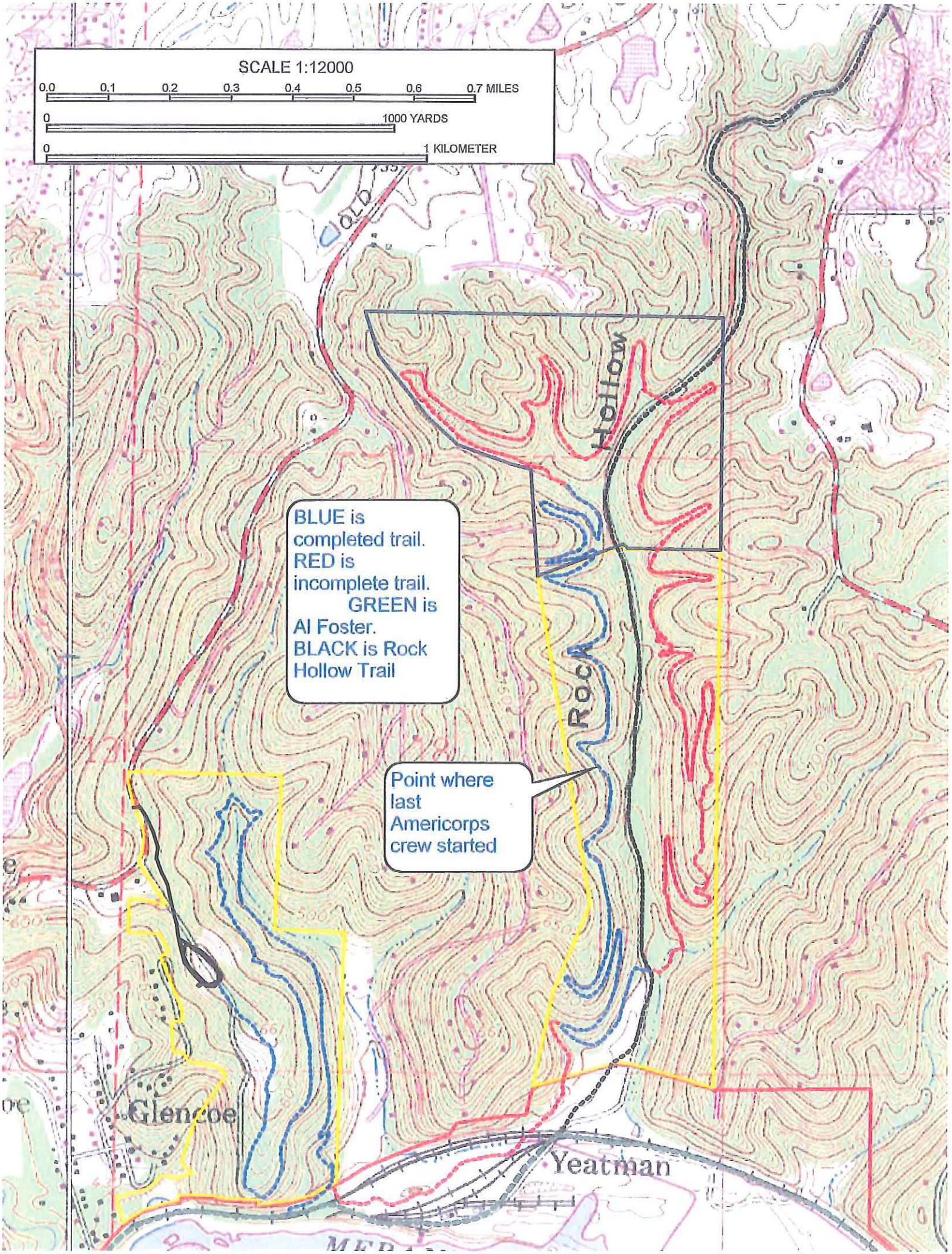
If any of the City Council Members have questions or comments about the plan sheets or the requested action, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation of this information is planned on this item at tonight's meeting. Thank you for your consideration of this information and providing direction on the same.

Respectfully submitted,
CITY OF WILDWOOD

Jim Baugus, Chair*
Planning/Economic Development/Parks Committee

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Kathy Arnett, Assistant Director of Planning and Parks
Gary Crews, Superintendent of Parks and Recreation

* The Department of Planning and Parks developed this report, in conjunction with the Planning/Economic Development/Parks Committee. Content reflects the Committee's consideration of this subject, and not necessarily an individual's position or opinion.


SCALE 1:12000
0.0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 MILES
0 1000 YARDS
0 1 KILOMETER
OLD
Hollow
Rock
BLUE is completed trail. RED is incomplete trail. GREEN is Al Foster. BLACK is Rock Hollow Trail
Point where last Americorps crew started
Glencoe
Yeatman

# BLUFF VIEW TRAIL EXTENSION

WILDWOOD, MISSOURI

## Preliminary Trail Alignment

SCALE: 1"=200

terraspec
LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
5930 GRIFFIN ROAD
ST. LOUIS, MO 63128
(314)849-8211 FAX(314)843-4798

11/18/14 1 of 1

# Bluff View Trail

City of Wildwood, Missouri

## GENERAL NOTES:

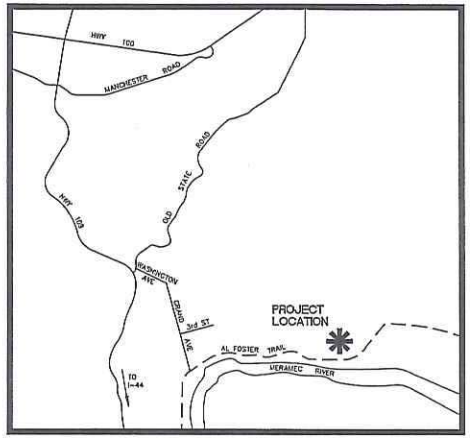
1. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF THE LOCATION OF UNDERGROUND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION OF IMPROVEMENTS.
2. TOPOGRAPHIC INFORMATION PROVIDED BY DOERING ENGINEERING, INC.
3. PROPOSED CONTOURS ARE SHOWN TO FINISHED GRADES. CONTRACTOR SHALL GRADE PAVEMENT AND BUILDING PAD AREAS TO FINISH GRADES INDICATED, UNLESS OTHERWISE INDICATED.
4. PROPOSED GRADES SHALL BE WITHIN 0.1 FEET, MORE OR LESS, OF THOSE SHOWN ON THE GRADING PLAN.
5. CONTRACTOR TO CALCULATE CUT/FILL QUANTITIES AND NOTIFY ENGINEER PRIOR TO CONSTRUCTION IF BALANCE CONDITION CAN NOT BE MET.
6. NO GRADING SHALL OCCUR ON THE SITE UNTIL A GRADING PERMIT IS SECURED WITH THE CITY OF WILDWOOD DEPARTMENT OF PUBLIC WORKS. SILTATION CONTROL DEVICES SHALL BE INSTALLED AND FUNCTIONING BEFORE A GRADING PERMIT WILL BE ISSUED.
7. AREAS DISTURBED BY CONSTRUCTION, INCLUDING PAVEMENT AND BUILDING AREAS, SHALL BE SEEDED AND STRAWED WITHIN 30 DAYS FROM THE COMPLETION OF GRADING OPERATIONS.
8. STORM SEWER CONSTRUCTION AND MATERIALS USED SHALL CONFORM TO 2000 METROPOLITAN ST. LOUIS SEWER DISTRICT "STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWER AND DRAINAGE FACILITIES", AND THE CITY OF WILDWOOD STANDARDS UNLESS OTHERWISE NOTED HEREIN.
9. EXISTING ABOVE & BELOW GROUND UTILITIES TO BE PROTECTED AND USED IN PLACE, UNLESS OTHERWISE SPECIFIED (SEE DEMOLITION PLAN).
10. MANHOLES AND INLET TOPS BUILT WITHOUT FURNISHED ELEVATIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
11. STORM SEWERS SHALL BE CORRUGATED HIGH DENSITY POLYETHYLENE PIPE WITH GASKETED BELL & SPIGOT JOINTS ADVANCED DRAINAGE SYSTEMS, INC. (ADS) HI-12 (OR APPROVED EQUAL), UNLESS OTHERWISE SPECIFIED.
12. LOCATION AND ELEVATION OF EXISTING INLETS, MANHOLES AND PIPES TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
13. ALL CONSTRUCTION ACTIVITY SHALL BE RESTRICTED TO AREA WITHIN THE CONFINES OF THE EXISTING PERIMETER FENCE UNLESS OTHERWISE NOTED OR DIRECTED.

## SITE GRADING NOTES:

1. NOTIFY THE CITY OF WILDWOOD DEPARTMENT OF PUBLIC WORKS 48 HOURS PRIOR TO THE COMMENCEMENT OF GRADING AND/OR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
2. PARKING ON NON-SURFACED AREAS IS PROHIBITED IN ORDER TO ELIMINATE THE CONDITION WHEREBY MUD FROM CONSTRUCTION AND EMPLOYEE VEHICLES IS TRACKED ONTO THE PAVEMENT CAUSING HAZARDOUS ROADWAY AND DRIVING CONDITIONS. CONTRACTOR SHALL KEEP ROAD CLEAR OF MUD AND DEBRIS.
3. THE STREETS SURROUNDING THIS DEVELOPMENT AND ANY STREET USED FOR CONSTRUCTION ACCESS THERETO SHALL BE CLEANED THROUGHOUT THE DAY.
4. EROSION AND SILTATION CONTROL SHALL BE INSTALLED PRIOR TO ANY GRADING AND BE MAINTAINED THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER AND/OR CONTROLLING REGULATORY AGENCY AND ADEQUATE VEGETATIVE GROWTH INSURES NO FURTHER EROSION OF THE SOIL.
5. ADDITIONAL SILTATION CONTROL MAY BE REQUIRED AS DEEMED NECESSARY BY THE CITY OF WILDWOOD.
6. TEMPORARY SILTATION CONTROL MEASURES (STRUCTURAL) SHALL BE MAINTAINED UNTIL VEGETATIVE COVER IS ESTABLISHED AT A SUFFICIENT DENSITY TO PROVIDE EROSION CONTROL ON THE SITE.
7. WHERE NATURAL VEGETATION IS REMOVED DURING GRADING, VEGETATION SHALL BE REESTABLISHED TO SUCH A DENSITY AS TO PREVENT EROSION.
8. WHEN CLEARING AND/OR GRADING OPERATIONS ARE COMPLETED OR SUSPENDED FOR MORE THAN 30 DAYS, ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO RETAIN SOIL MATERIALS ON SITE. PROTECTIVE MEASURES MAY BE REQUIRED BY THE DIRECTOR OF PUBLIC WORKS / CITY ENGINEER SUCH AS PERMANENT SEEDING, PERIODIC WETTING, MULCHING, OR OTHER SUITABLE MEANS.
9. IF CUT AND FILL OPERATIONS OCCUR DURING A SEASON NOT FAVORABLE FOR IMMEDIATE ESTABLISHMENT OF PERMANENT GROUND COVER, A FAST GERMINATING ANNUAL SUCH AS RYE GRASSES OR SUDAN GRASSES SHALL BE UTILIZED TO RETARD EROSION.
10. NO EXCAVATION SHALL BE MADE SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJOINING PROPERTY OR ANY PUBLIC OR PRIVATE STREET WITHOUT SUPPORTING AND PROTECTING SUCH PUBLIC OR PRIVATE STREET OR PROPERTY FROM SETTLING, CRACKING OR OTHER DAMAGE.
11. STORM WATER PIPES, OUTLETS AND CHANNELS SHALL BE PROTECTED BY SILT BARRIERS AND KEPT FREE OF WASTE AND SILT AT ALL TIMES PRIOR TO FINAL SURFACE STABILIZATION AND/OR PAVING.
12. SILTATION FENCES SHALL BE INSPECTED PERIODICALLY FOR DAMAGE AND FOR THE AMOUNT OF SEDIMENT WHICH HAS ACCUMULATED. REMOVAL OF SEDIMENT WILL BE REQUIRED WHEN IT REACHES 1/2 THE HEIGHT OF THE SILTATION FENCE.
13. ALL FILL PLACED UNDER PROPOSED STORM AND SANITARY SEWER LINES AREAS SHALL BE COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY THE "MODIFIED AASHTO T-180 COMPACTION TEST" (ASTM D-1557) FOR THE ENTIRE DEPTH OF THE FILL. COMPACTED GRANULAR BACKFILL IS REQUIRED IN ALL TRENCH EXCAVATION UNDER ALL PAVED AREAS. COMPACTION TESTING TO BE PERFORMED BY GEOTECHNICAL ENGINEER HIRED BY CITY.
14. SOFT SOILS IN THE BOTTOM OF BANKS OF ANY EXISTING OR FORMER POND SITES OR TRIBUTARIES OR ANY SEDIMENT BASINS OR TRAPS SHOULD BE REMOVED, SPREAD OUT AND PERMITTED TO DRY SUFFICIENTLY TO BE USED AS FILL. THIS MATERIAL SHALL BE PLACED PER RECOMMENDATIONS OF A GEOTECHNICAL ENGINEER (HIRED BY THE CITY).
15. ALL TRASH AND DEBRIS ON-SITE, EITHER EXISTING OR FROM CONSTRUCTION, MUST BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE.
16. EXISTING TREES INDICATED TO BE REMOVED MAY BE BURNED ON-SITE PROVIDED THE APPROPRIATE PERMITS ARE OBTAINED PRIOR TO BURN OPERATIONS.
17. ROOTS OF EXISTING TREES INDICATED TO BE REMOVED SHALL BE GRUBBED TO A MIN. DEPTH OF 18" BELOW FINISH GRADE.
18. ANY WELLS, CISTERNS AND/OR SPRINGS, WHICH MAY EXIST ON THIS PROPERTY, SHOULD BE LOCATED AND SEALED IN A MANNER ACCEPTABLE TO THE CITY OF WILDWOOD AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES.
19. ALL EXCAVATIONS, GRADING OR FILLING SHALL HAVE A FINISHED GRADE NOT TO EXCEED A 3:1 SLOPE (33%), UNLESS SPECIFICALLY APPROVED OTHERWISE.

STLGHAT BM #21 - ELEVATION 463.41, (NAVD 88) SURVEY DISK SET IN TOP OF CONCRETE MONUMENT.
LOCATED ON THE SOUTH RUN OF THE IRON PACIFIC RAILROAD IN THE TOWN OF EUREKA, MO. IT IS 33.08 FEET SOUTH OF THE SOUTH RAIL OF THE SOUTH TRACK, 0.215 FEET SW OF A PK NAIL IN THE WEST SIDE OF A POWER POLE ON THE SOUTH SIDE OF WEST 1st STREET, 20.4 FEET WEST OF THE EXTENDED CENTERLINE OF A BARRICADE CROSSING ON THE SOUTH SIDE OF WEST MAIN STREET, 46.62 FEET NNW OF THE NORTHEAST EDGE OF THE BARRICADE SUPPORT GIRDER.

STOP! Call Before you DIG
1-800-344-7483
TOLL FREE
State Law requires 2 days advance notice. "The law in the State of Missouri defines emergency excavation as one preventing danger to life, health, or property."
MISSOURI ONE-CALL SYSTEM INC.
10223 NORTHEAST DR.
JEFFERSON CITY, MO 63109




LOCATION MAP
February 2015

## SHEET LIST

| | |
|---|---|
| C1-C4 | SITE PLANS + PROFILES |
| C5-C6 | TYPICAL CROSS SECTIONS |
| D1 | DETAILS |

## ALTERNATES

ALT. #1

PREPARED FOR:

WILDWOOD
Parks + Recreation Department
183 Plaza Drive
Wildwood, Missouri 63040
Ph: (636) 458-0440
Fax: (636) 458-6969
Email: gary@cityofwildwood.com
Contact: Gary Crews

PREPARED BY:

terraspec
LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
13545 BARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)984-8211 FAX(314)822-7858
Email: kjkeitel@zakcompanies.com
Attn: Ken Keitel

CIVIL/ SURVEY CONSULTANTS:

Engineered By:
DOERING ENGINEERING Inc.
CIVIL ENGINEERING • PLANNING • SURVEYING
4880 Lemay Ferry Road
Suite 203
Saint Louis, Missouri, 63129
Telephone: (314) 487-8913
Facsimile: (314) 487-2878
E-Mail: mdoering@doeringeng.com

## UTILITY SERVICES

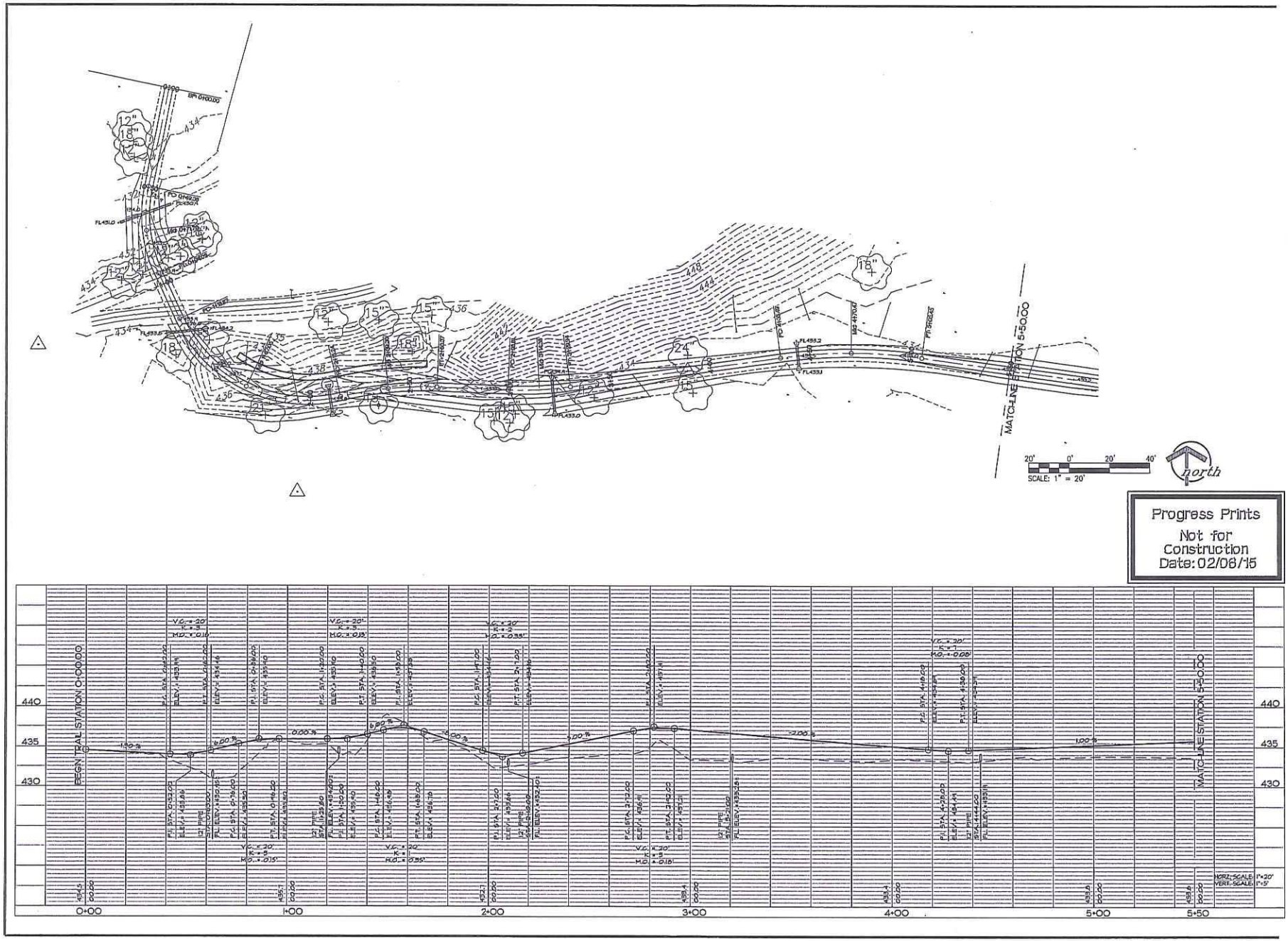
| | |
|---|---|
| WATER | MISSOURI-AMERICAN WATER CO. |
| SEWER | METROPOLITAN ST. LOUIS SEWER DISTRICT |
| FIRE | METROWEST FIRE DISTRICT |
| ELECTRIC | AMEREN U.E. |
| GAS | LACLEDE GAS CO. |
| PHONE | ATT |

## LEGEND

| EXISTING CONDITIONS | | NEW IMPROVEMENTS | |
|---|---|---|---|
| CONTOUR | —500— | CONTOUR | —500— |
| SPOT ELEVATION | +500.00 | SPOT ELEVATION | +500.00 |
| STORM SEWER | | STORM SEWER | |
| SANITARY SEWER | | MANHOLE | |
| MANHOLE | | AREA INLET | |
| CURB INLET | | GRATE INLET | |
| GRATE INLET | | TO BE REMOVED | T.B.R. |
| WATER LINE | —w— | USE IN PLACE | U.I.P. |
| FIRE HYDRANT | | ADJUST TO GRADE | A.T.G. |
| GAS SERVICE | —g— | SILTATION CONTROL | — — — |
| ELECTRIC SERVICE | —e— | | |
| TELEPHONE SERVICE | —t— | | |
| UTILITY POLE | | | |
| GUY WIRE | | | |
| LIGHT STANDARD | | | |
| SIGN | | | |
| TREE | | | |
| BUSH | | | |

Progress Prints
Not for Construction
Date: 02/06/15

Bluff View 14012




Progress Prints
Not for Construction
Date: 02/06/15


LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
terraspec
13546 BARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)984-8211 FAX(314)822-7858


# BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

OWNER
State of Missouri
P.O. Box 176
Jefferson City, MO
65101

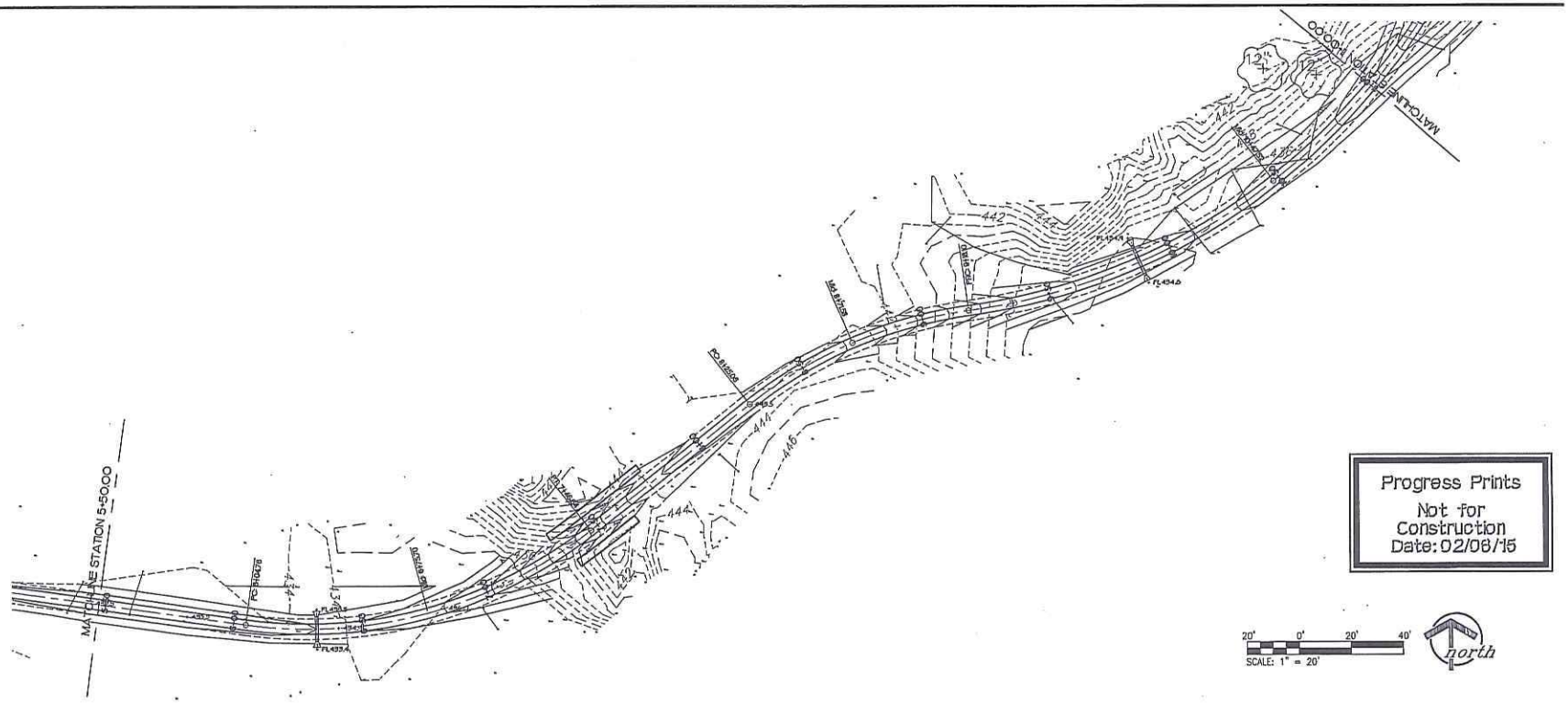
SHEET TITLE
Site Plan & Profile

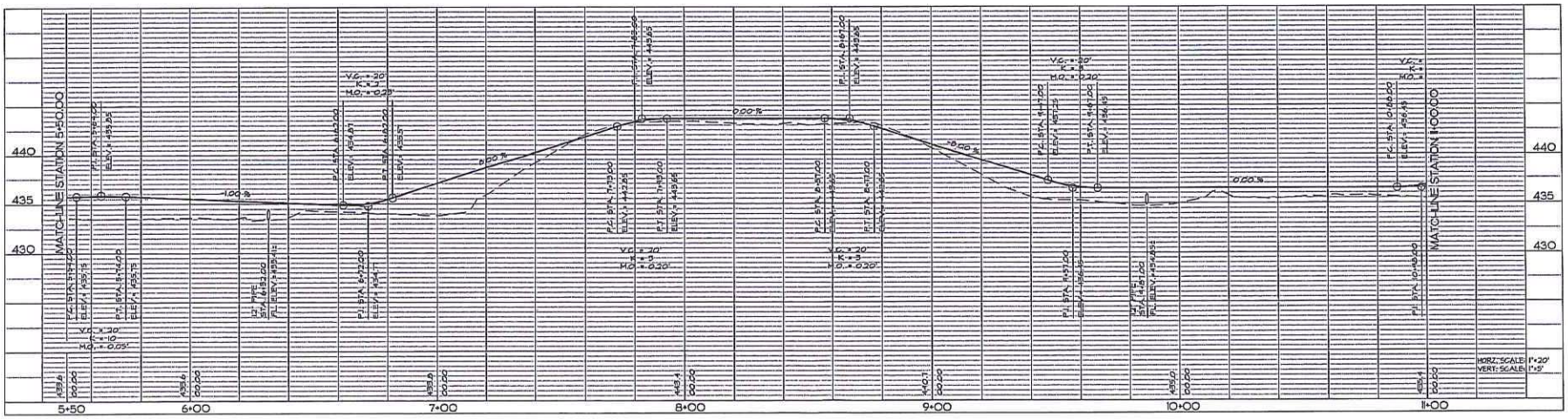
JOB NUMBER
12003

DATE 00/00/15 DRAWN BY DWD

REVISION

SHEET NUMBER
C1





LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
terraspec
12545 BARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)984-8211 FAX(314)822-7659


# BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

OWNER
State of Missouri
P.O. Box 176
Jefferson City, MO
65101

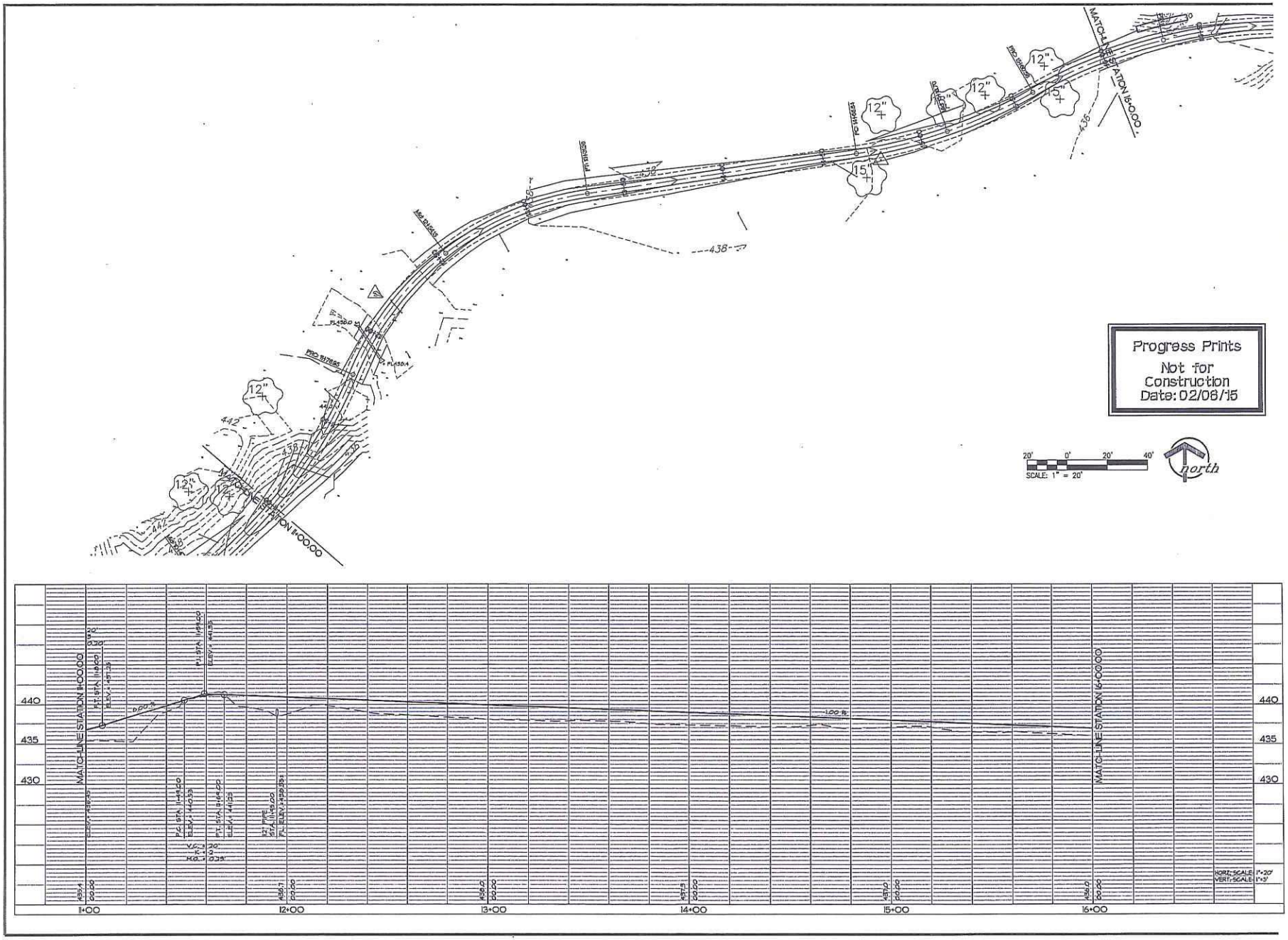
SHEET TITLE
Site Plan & Profile

JOB NUMBER
12003

DATE 00/00/15 DRAWN BY DWD

REVISION

SHEET NUMBER
C2





LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE

terraspec

13545 BARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)984-9211 FAX(314)822-7050


# BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

OWNER
State of Missouri
P.O. Box 176
Jefferson City, MO
65101

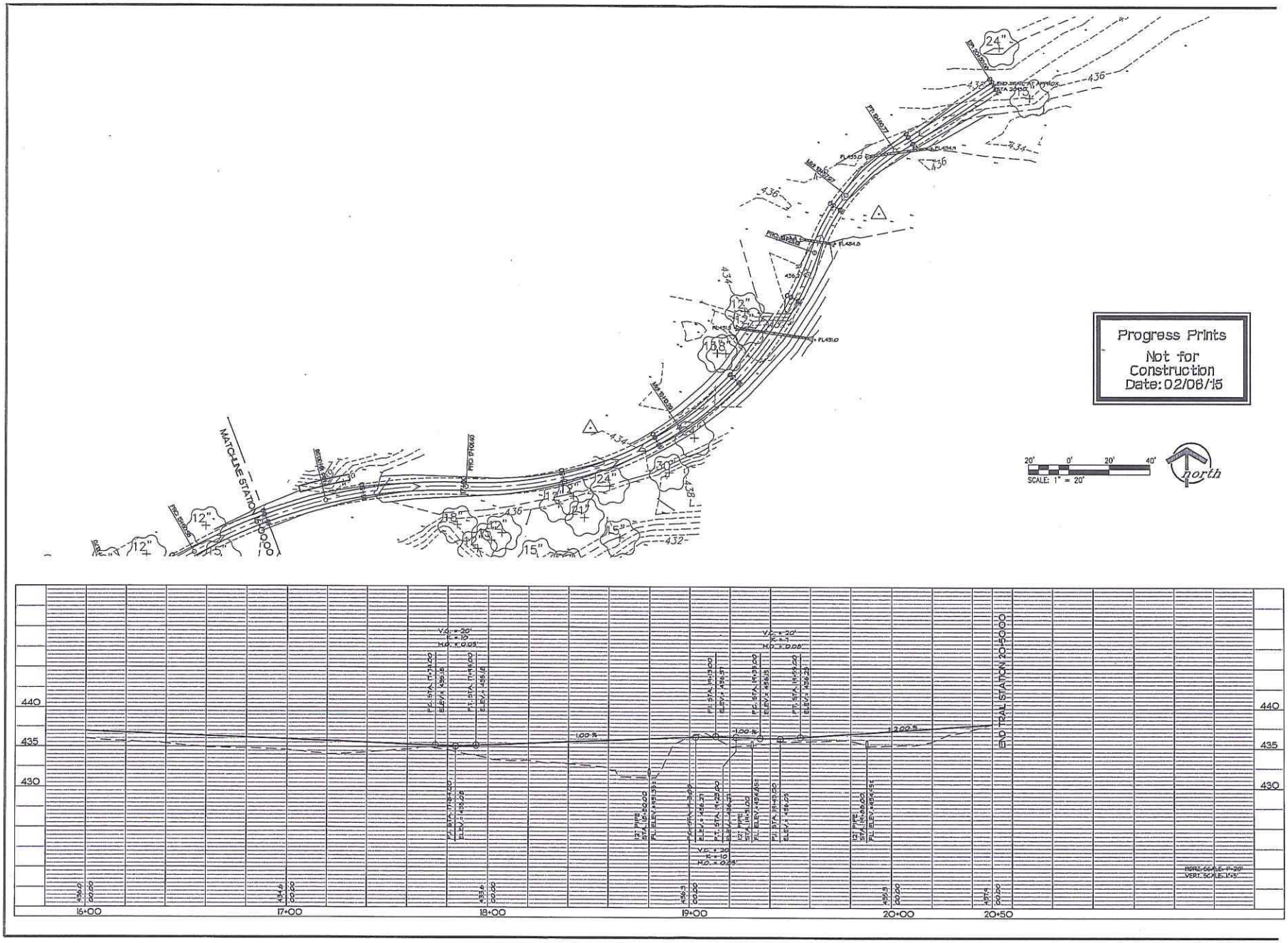
SHEET TITLE
Site Plan & Profile

JOB NUMBER
12003

DATE 00/00/15 DRAWN BY DWD

REVISION

SHEET NUMBER
C3




LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
terraspec
13545 BARNETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)984-1211 FAX(314)822-7659

# BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

OWNER
State of Missouri
P.O. Box 176
Jefferson City, MO
65101

SHEET TITLE
Site Plan & Profile

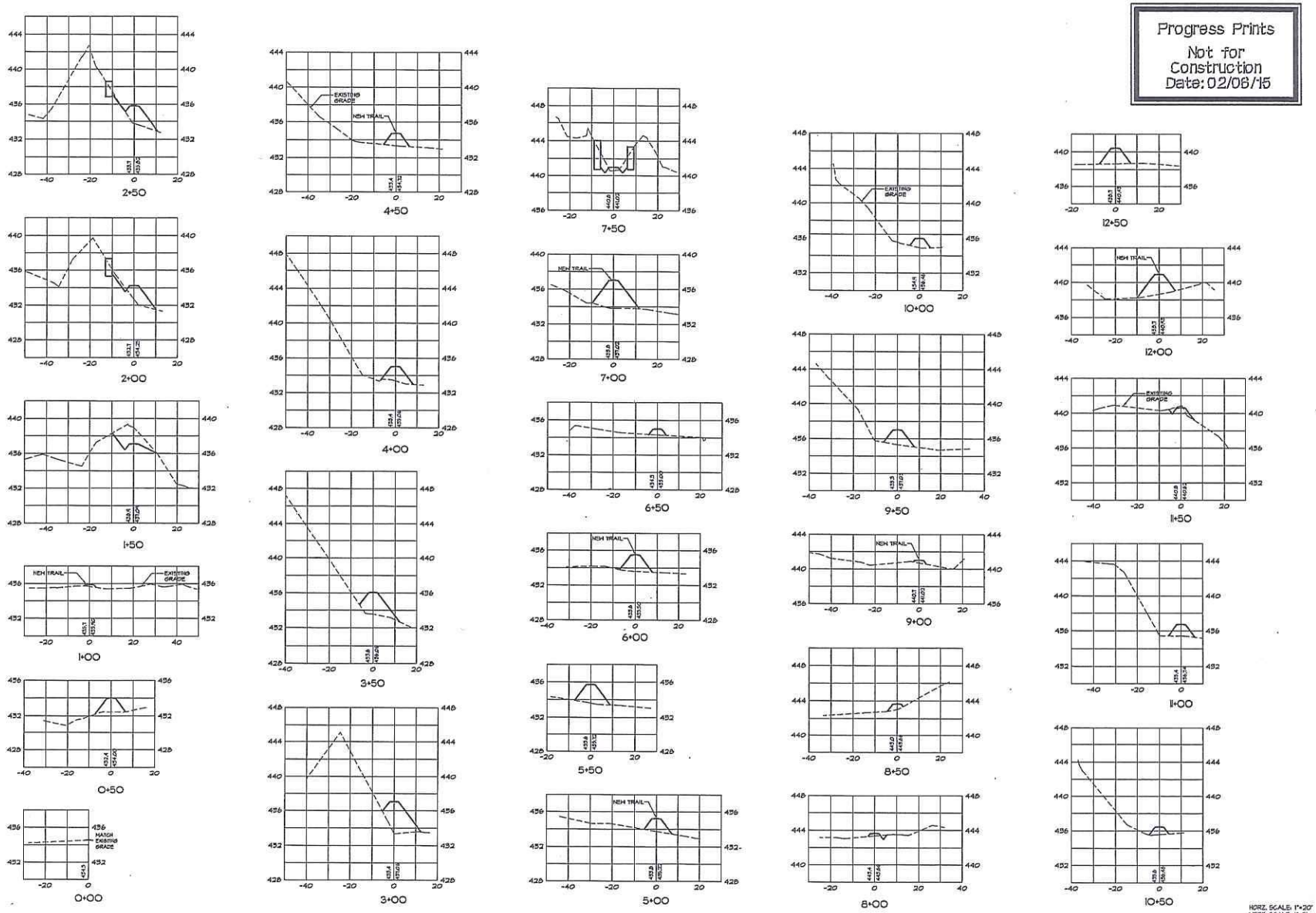
JOB NUMBER
12003

DATE 00/00/15 DRAWN BY DWD

REVISION

SHEET NUMBER
C4

Progress Prints
Not for Construction
Date: 02/06/15





LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
13545 BARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)984-6211 FAX(314)822-7658


# BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

OWNER
State of Missouri
P.O. Box 176
Jefferson City, MO
65101

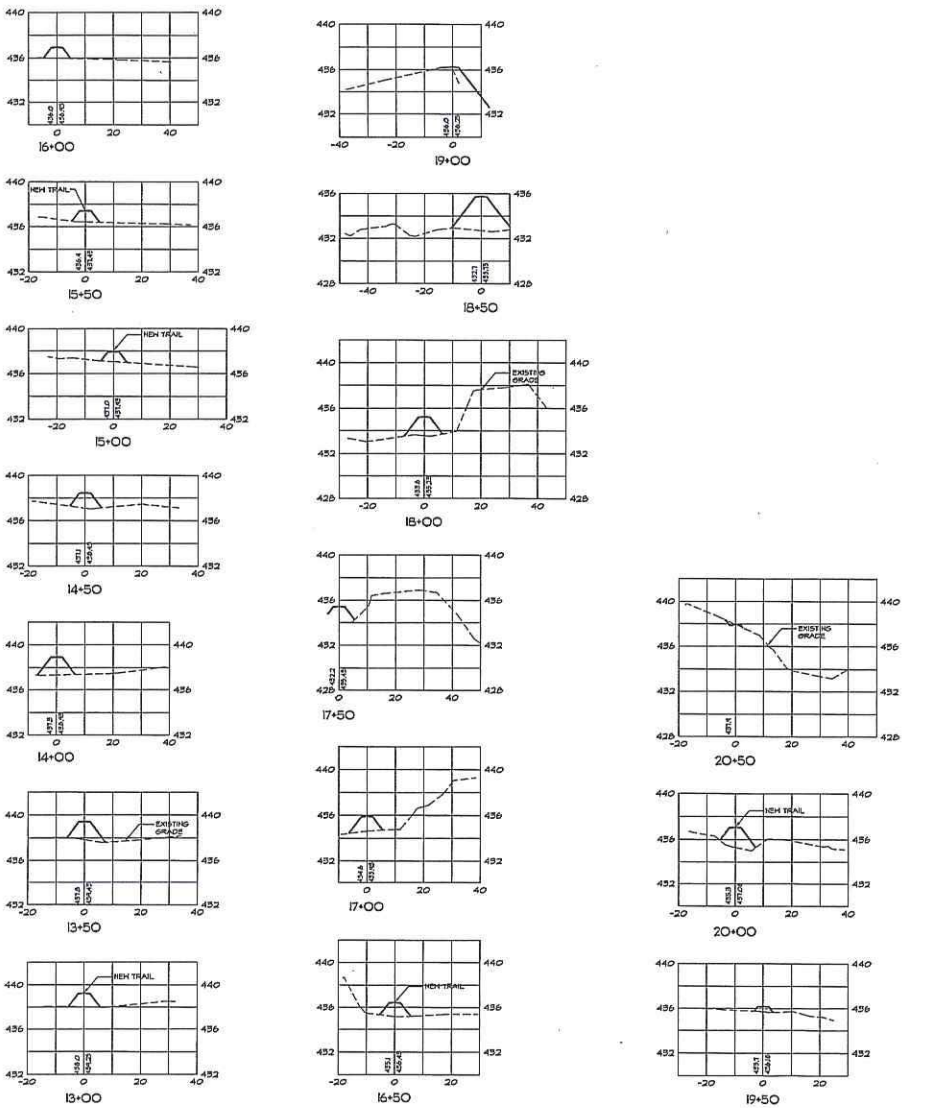
SHEET TITLE
Sections

JOB NUMBER
12003

DATE 00/00/15 DRAWN BY DWD

REVISION

SHEET NUMBER
C5




Progress Prints
Not for Construction
Date: 02/06/15

LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
terraspec
13545 BARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)994-8211 FAX(314)822-7658

# BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

OWNER
State of Missouri
P.O. Box 176
Jefferson City, MO
65101

SHEET TITLE
Sections

JOB NUMBER
12003

DATE 00/00/15 DRAWN BY DWD

REVISION

SHEET NUMBER
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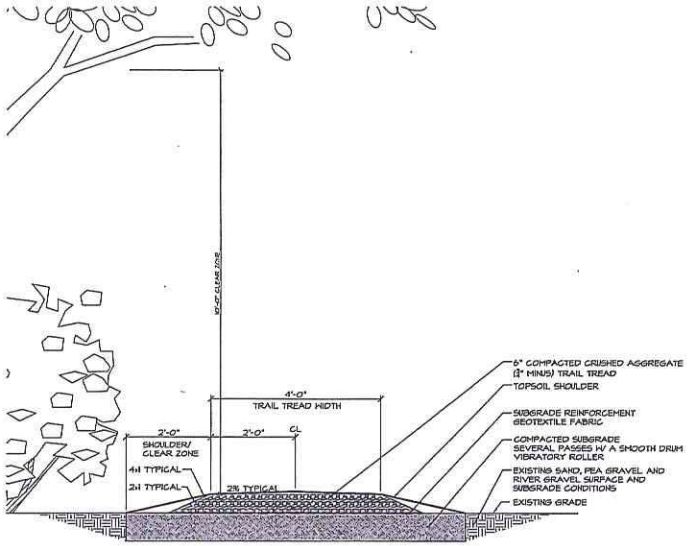
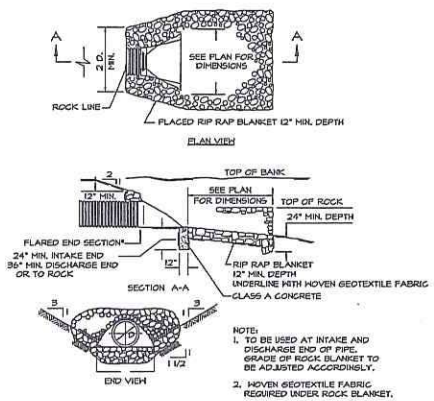



## Typical Trails Cross-section

SCALE: 3/4"=1'-0"




NOTE:
1. TO BE USED AT INTAKE AND DISCHARGE END OF PIPE. GRADE OF ROCK BLANKET TO BE ADJUSTED ACCORDINGLY.
2. NOVEN GEOTEXTILE FABRIC REQUIRED UNDER ROCK BLANKET.

## Typical Flared End Section*/Rip Rap Detail

N.T.S.

* NOTE: FLARED END SECTION ADD ALTERNATE # 1, 2, & 3

Progress Prints
Not for Construction
Date: 02/06/15


LAND PLANNING
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LANDSCAPE ARCHITECTURE
terraspec
13545 BARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)984-8211 FAX(314)822-7858


# BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

OWNER
State of Missouri
P.O. Box 176
Jefferson City, MO
65101

SHEET TITLE
Details

JOB NUMBER
12003

DATE 00/00/15 DRAWN BY DWD

REVISION

SHEET NUMBER
D1

WILDWOOD

January 26, 2016

The Honorable City Council
City of Wildwood, Missouri
16860 Main Street
Wildwood, Missouri 63040

**Re: Windsor Crest Easement Agreement for Stormwater Drainage and Retention Easement**

The Planning/Economic Development/Parks Committee is in receipt of the final agreement from the trustees of the Windsor Crest Homeowners Association relative to their retention facility that was constructed on the City's community park site, before Wildwood purchased it from the owner who had previously granted the easement for its development there. This agreement transfers all the current responsibilities of the subdivision relative to this facility to the City and allows it to assume its maintenance and upkeep. The City sought this release from the Homeowners Association for the following reasons:

1. The retention facility is located on City-owned property, since Wildwood's purchase of the larger tract of land in 2009. With the easement transferred to the City, any liability issue is eliminated and Wildwood has control over its maintenance and upkeep as well, thereby ensuring its condition does not create a legal issue in the future.
2. The change in the facility's ownership is a plus for the homeowners of the Windsor Crest Subdivision in terms of their liability for this facility, now located on a popular park site.
3. The approved Concept Plan for Community Park indicates this facility being changed and becoming a part of a series of lakes, which will make it an amenity of the park, and for the overall area.
4. The release of the easement allows the City greater control over access in this area, particularly after-hours. This change improves security associated with this portion of the park.

The trustees of the Homeowners Association did consult with their legal counsel and two (2) changes were requested to the agreement, as part of its review. The Committee requested the subdivision's attorney contact the City Attorney to discuss the changes, which were characterized as minor, and the parties agreed upon amendments. These changes are as follows from the original agreement that had been submitted to the Committee in 2015.

1. A stipulation guaranteeing the City would not obstruct stormwater flow from the subdivision to this facility.

2. A limited indemnification to the subdivision relative to stormwater flow, if the facility is blocked or otherwise becomes non-functional.

With these changes agreed upon by the parties, the document is now ready for review and action by the City Council, given the Committee has also endorsed this agreement and its content (vote of 6 to 0 for approval). The Committee noted in its approval this retention facility is to be reshaped and reused in a future phase of the development of community park to create a chain of lakes that would be part of the active use area. Additionally, with the multiple-use trail's construction completed, as part of the City's Phase One project in community park, it is now in close proximity to this retention basin and is in the best interest of the City to oversee its use and maintenance. This oversight will protect the City and the Homeowners Association from any future liability issues that might arise. The Committee would also want to note its appreciation to the trustees of the subdivision for their cooperation in this regard.

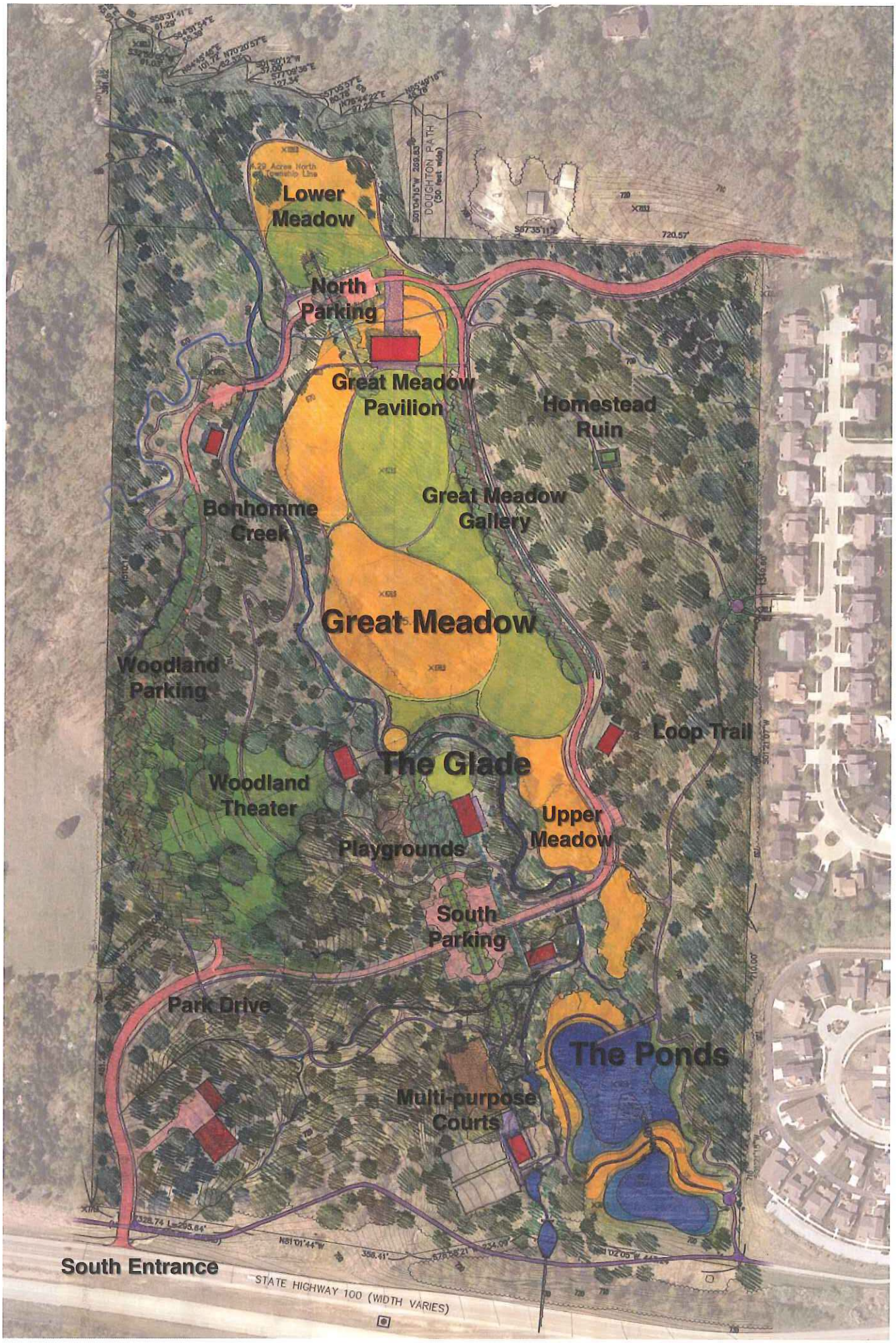
If any of the City Council Members have questions or comments about this information, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation of this information is planned on this item at tonight's meeting. Thank you for your consideration of this information and providing direction on the same.

Respectfully submitted,
CITY OF WILDWOOD

Jim Baugus, Chair*
Planning/Economic Development/Parks Committee

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Kathy Arnett, Assistant Director of Planning and Parks
Jim Van Nest, President, Windsor Crest Homeowners Association

* The Department of Planning and Parks developed this report, in conjunction with the Planning/Economic Development/Parks Committee. Content reflects the Committee's consideration of this subject, and not necessarily an individual's position or opinion.


Lower Meadow
North Parking
Great Meadow Pavilion
Homestead Ruin
Great Meadow Gallery
Bonhomme Creek
Great Meadow
Woodland Parking
Loop Trail
The Glade
Woodland Theater
Upper Meadow
Playgrounds
South Parking
Park Drive
The Ponds
Multi-purpose Courts
South Entrance
STATE HIGHWAY 100 (WIDTH VARIES)
DOUGHTON PATH (30 feet wide)

WILDWOOD

Space Above for Recorder's Use Only

# DOCUMENT COVER SHEET

| | |
|---|---|
| **TITLE OF DOCUMENT:** | FIRST AMENDMENT TO STORM WATER DRAINAGE AND RETENTION EASEMENT AGREEMENT |
| **DATE OF DOCUMENT:** | December __, 2015 |
| **GRANTOR(S):**<br>**MAILING ADDRESS:** | **CITY OF WILDWOOD, MISSOURI**<br>16860 Main Street<br>Wildwood, Missouri 63040 |
| **GRANTEE(S):**<br>**MAILING ADDRESS:** | **WINDSOR CREST HOMEOWNERS' ASSOCIATION**<br>C/O Community Managers Associates, Inc.<br>14323 S. Outer Forty Road, Ste. 301N<br>Chesterfield, Missouri 63017 |
| **LEGAL DESCRIPTION:** | See **Exhibit B** attached hereto |
| **REFERENCE BOOK AND PAGE:** | Book 15078, Page 0513;<br>Book 15078, page 0518 |

**FIRST AMENDMENT**
**TO**
**STORM WATER DRAINAGE AND RETENTION EASEMENT AGREEMENT**

This First Amendment to Storm Water Drainage and Retention Easement Agreement (this "Amendment"), is entered into as of this _____ day of December, 2015 (the "Effective Date"), by and between **CITY OF WILDWOOD, MISSOURI**, a municipality organized under the laws of the State of Missouri, having an address of 16860 Main Street, Wildwood, Missouri 63040 (the "City") and **WINDSOR CREST HOMEOWNERS' ASSOCIATION**, a Missouri nonprofit corporation, having an address of c/o Community Managers Associates, Inc., 14323 S. Outer Forty Road, Ste. 301N, Chesterfield, MO 63017 (the "Association") (collectively, the foregoing may be referred to herein as the "Parties").

**RECITALS:**

A. Pursuant to that certain Storm Water Drainage and Retention Easement Agreement dated July 14, 2003 and recorded July 16, 2003, in Book 15078, page 0518 in the Office of the Recorder of Deeds for the County of St. Louis, Missouri (the "Easement Agreement"), the City, as successor in interest to the Mildred E. Schneider Revocable Living Trust dated 1/17/01, has granted to the Association, as successor in interest to McBride & Son Homes, Inc., an easement for the construction and maintenance of a storm water retention and drainage system, which consists of a pond or lake, intake facilities and spillways (the "Retention Facilities") upon the certain real property located in the City of Wildwood, St. Louis County, Missouri, as more fully described on Exhibit A, attached hereto and made a part hereof by this reference (the "Property").

B. The Parties desire for the City to maintain the Retention Facilities.

**NOW, THEREFORE,** in consideration of good and valuable consideration (the receipt, sufficiency and adequacy of which is hereby acknowledged by the Parties), the Parties agree as follows:

1. Definitions. All capitalized terms used in this Amendment and not defined herein shall have the same meanings as set forth in the Easement Agreement.

2. Maintenance. The Parties hereby agree that, notwithstanding Section 1.1 of the Easement Agreement, the City shall have the sole right and responsibility to construct, repair, reconstruct, replace, alter, modify, improve and maintain the Improvements described or depicted on Exhibit B at the City's sole expense. The City may alter the size or location of the Improvements in its discretion after prior written notice to the Association, provided that the Improvements meet the reasonable storm water discharge, drainage and retention needs of the Association, and shall not prohibit, obstruct or otherwise decrease the speed or volume of intake flow of storm water.

2.1 Indemnification. Because the City agrees to control and be responsible for the Retention Facilities on its Property, the City shall indemnify, defend and hold harmless the Association for any potential claims, complaints, lawsuits or damages pursued against the Association relating to the Retention Facilities that arise after the execution of this Amendment.

3. Retention Easement Dated July 14, 2003. In addition to the Easement Agreement, the Parties acknowledge that they are parties to a certain Retention Easement dated July 14, 2003 and recorded July 16, 2003, in Book 15078, page 0513 in the Office of the Recorder of Deeds for the County of St. Louis, Missouri (the "Retention Easement"), wherein the City, as successor in interest to the Mildred E. Schneider Revocable Living Trust dated 1/17/21, has granted to the Association a retention

easement for the exclusive right to build and maintain sewers on certain land identified therein. The Parties hereby acknowledge and agree that all rights, responsibilities and expense incurred to the City with regard to the Improvements described in Section 2 above shall also apply to the sewers described in the Retention Easement. Further, the City shall provide prior written notice to the Association of any additional sewers proposed to be installed.

4. St. Louis Metropolitan Sewer District. The Parties acknowledge and agree that the approval of the St. Louis Metropolitan Sewer District is required to amend the Easement Agreement and such approval has been duly given.

5. Ratification. As amended hereby, the Easement Agreement is ratified by the Parties and shall remain in full force and effect. Except as set forth in this Amendment, all terms of the Easement Agreement shall remain in full force and effect from and after full execution of this Amendment by the Parties, and the Easement Agreement shall thereafter include all provisions in this Amendment.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. This Amendment, or any counterparts thereof, may be executed and transmitted by facsimile or by electronic mail, which will have the same force and effect as an originally executed document.

*[Remainder of page intentionally blank]*

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Easement Agreement as of the Effective Date.

**CITY OF WILDWOOD, MISSOURI,**
a municipality organized under the laws of
the State of Missouri

By: _____
Name: _____
Title: _____

STATE OF MISSOURI )
) SS
COUNTY OF ST. LOUIS )

On this _____ day of _____, 2015, before me appeared _____, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the _____, of **CITY OF WILDWOOD, MISSOURI**, a municipality organized under the laws of the State of Missouri, and that said instrument was signed on behalf of said municipality, and said _____ acknowledged said instrument to be the free act and deed of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State set forth above on the date last written above.

_____
Notary Public

My term expires:

**WINDSOR CREST HOMEOWNERS' ASSOCIATION,**
a Missouri nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF MISSOURI )
) SS
COUNTY OF ST. LOUIS )

On this _____ day of _____, 2015, before me appeared _____, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the _____, of **WINDSOR CREST HOMEOWNERS' ASSOCIATION**, a Missouri nonprofit corporation, and that said instrument was signed on behalf of said association, and said _____ acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State set forth above on the date last written above.

_____
Notary Public

My term expires:

# EXHIBIT A

Order Number: 00-05-098
Date: June 16, 2003
Page 1 of 1 By: DLG

PROPERTY DESCRIPTION

Project: MANCHESTER @ 109 (BOWERS TRACT)
Description: SCHNEIDER PROPERTY (12833/631)

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 35 AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:
A TRACT OF LAND IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 45 NORTH, RANGE 3 EAST, CONTAINING 4 ACRES, MORE OR LESS, AND DESCRIBED AS; BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 35, 9.25 CHAINS TO A STONE; THENCE NORTH TO A BRANCH WHICH RUNS WEST; THENCE DOWN SAID BRANCH TO THE WEST LINE OF THE SOUTHEAST QUARTER AND THENCE SOUTH TO THE POINT OF BEGINNING.

PARCEL 2:
ALL THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 3 EAST, LYING NORTH OF HIGHWAY 100 AS ESTABLISHED BY CAUSE # 338339 OF THE ST. LOUIS COUNTY CIRCUIT COURT AND DEEDED TO THE STATE OF MISSOURI BY DEED RECORDED BOOK 6641 PAGE 1064 OF THE ST. LOUIS COUNTY RECORDS. EXCEPTING THEREFROM A GRAVEYARD 30.00 FEET SQUARE IN THE SOUTHWEST CORNER OF THE NORTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, RESERVED IN DEED RECORDED IN BOOK 12 PAGE 116 OF THE ST. LOUIS COUNTY RECORDS

**EXHIBIT B**

UNOFFICIAL COPY

WINDSORCREST
OFFSITE-RETENTION
P#25334

EXHIBIT 1

GRAPHIC SCALE

0 50 100 200

( IN FEET )
1 inch = 100 ft.

NORTH

23V410423
2153 Hwy 109
N/F
MILDRED E.
SCHNEIDER, TRUSTEE
(12833/629)

S81°49'46"E
139.54'

S05°47'16"E
89.30'

S26°00'33"E
116.52'

S64°52'42"E
99.91'

N08°10'14"E 364.88'

RETENTION ESMT
90,765 SQUARE FEET
2.083 ACRES

101.07'

N81°49'46"W
342.17'

S00°33'34"W
156.99'

97.38'

59.61'

70.08'

151.54'

86.42'

96.44'

FND: I.PIPE

FND: I.PIPE
(N44°00'03"W 0.05')

FND: O.AXLE

FND: I.PIPE

FND: I.PIPE

WEST LINE OF THE SOUTHEAST 1/4 OF
THE NORTHEAST 1/4 OF SECTION 2

553.02'
S.W. COR. "LAFAYETTE TRAILS"
(P.B. 324 PGS. 75-76)

23V140117
2377 Hwy 109
N/F
McBRIDE AND SON
HOMES, INC.
14582/1192

MANCHESTER ROAD
MISSOURI STATE HIGHWAY 100
FEDERAL PROJECT NO. RS-432(2)
JOB NO. 6-5-100-177
SHEETS 13-14

220.00'

220.00'

348+93.24

1050.39' TO CENTERLINE
HWY. 109

345+00 346+00 347+00 348+00 349+00 350+00 351+

EXHIBIT "A"

INITIAL: M.M. J.M.

# EASEMENT PLAT

**A TRACT OF LAND BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 44 NORTH. RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI**

G:\D\0005098 Wildwood Hwy 109\SCHNEIDER.dwg 05/14/2003 08:48:52 AM CDT

JNOFFICIAL COPY

THE STERLING CO
ENGINEERS & SURVEYORS
5055 New Baumgartner Rd
St. Louis, Missouri 63129
Tel 314.487.0440
Fax 314.487.8944

Order Number: 00-05-098
Date: June 16, 2003
Page 1 of 1 By: DLG

**PROPERTY DESCRIPTION**

Project: MANCHESTER @ 109 (SCHNEIDER TRACT)
Description: OFFSITE RETENTION EASEMENT - REVISED 07-02-03 TJH

A TRACT OF LAND BEING PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COMMON POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 AND THE NORTH OF HIGHWAY 100 AS ESTABLISHED BY CAUSE # 338339 OF THE ST. LOUIS COUNTY CIRCUIT COURT AND DEEDED TO THE STATE OF MISSOURI BY DEED RECORDED BOOK 6641 PAGE 1064 OF THE ST. LOUIS COUNTY RECORDS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO MILDRED E. SCHNEIDER AS RECORDED IN DEED BOOK 12833 PAGE 629 OF THE ST. LOUIS COUNTY RECORDS; THENCE WITH THE NORTH LINE OF SAID HIGHWAY 100, NORTH 81°49'46" WEST A DISTANCE OF 342.17 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, NORTH 08°10'14" WEST A DISTANCE OF 364.88 FEET TO A POINT; THENCE SOUTH 81°49'46" EAST A DISTANCE OF 139.54 FEET TO A POINT; THENCE SOUTH 05°47'16" EAST A DISTANCE OF 86.30 FEET TO A POINT; THENCE SOUTH 26°00'33" EAST A DISTANCE OF 116.52 FEET TO A POINT; THENCE SOUTH 64°52'42" EAST A DISTANCE OF 99.91 FEET TO A POINT ON THE EAST LINE ON THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2; THENCE SOUTH 00°33'34" WEST A DISTANCE OF 156.99 FEET TO THE POINT OF BEGINNG AND CONTAINING 90,765 SQUARE FEET (2.083 ACRES) MORE OR LESS.

WILDWOOD

February 8, 2016

The Honorable City Council
City of Wildwood, Missouri
16860 Main Street
Wildwood, Missouri 63040

Re: City of Wildwood ***Historic Community Marker Program***

Council Members:

The Historic Preservation Commission held its regular monthly meeting on January 28, 2016 and discussed the next round of installations for the ***Historic Community Marker Program***. As City Council members will recall, last year, two (2) of these historic community markers where installed in the Pond and Glencoe Communities, while another seven (7) have been ordered, fabricated, and delivered. The markers are developed through a careful process of review and discussion by the Historic Preservation Commission members, particularly in regards to the text that will describe the communities' histories and roles in these respective areas. Overall, from the discussion of the markers' text about the historic communities, through fabrication, and then installation, a number of months are needed to complete them.

The next three (3) communities that have been selected by the Historic Preservation Commission for installations are Centaur, Monarch, and Westland Acres. These markers are to be placed in public rights-of-way and require no easements from adjoining property owners to accommodate such. These markers are intended to be installed this month, or no later than March.

With the installation of these three (3) markers, the City will have installed five (5) of a total of eleven (11). The remaining communities include the following:

1) Fox Creek
2) Grover
3) Hollow
4) Kelpe
5) Melrose
6) Orrville

Generally, these remaining six (6) locations will require easements or engineered plans for the purposes of needed permits from the City of Wildwood's Department of Public Works. The specifics for the remaining six (6) historic communities include the following items:

| Community Name | Item Needed for Installation |
|---|---|
| | |
| Fox Creek | Define the edge of Fox Creek Road right-of-way and provide a survey of such for permit purposes. |
| Grover | Define easement area and obtain agreement with private property owner – Imogene's Tea Room - for use of an area of the site for this marker. |
| Hollow | Define edge of State Route 100 right-of-way and provide a survey of such for permit purposes. |
| Kelpe | In fabrication and not ready for installation. |
| Melrose | Develop a plan for the use area, where the marker is planned, which would include adding asphalt to the existing shoulder, thereby creating a pull-off area. Plan is also needed for permit purposes. |
| Orrville | Redesign underway, given concerns about safety and stormwater drainage along edge of roadway (Eatherton Road). Permit will be needed as well. |

The Historic Preservation Commission anticipates installing these six (6) markers over the next six (6) months, culminating during and being a part of the 2016 Celebrate Wildwood Event.

If any of the City Council members should have questions or comments in this regard, please feel free to contact the Department of Planning at (636) 458-0440. A brief presentation is planned in this regard at tonight's Work Session. Thank you for you review of this information and input on the same.

Respectfully submitted,
CITY OF WILDWOOD

Joe Vujnich

Joe Vujnich, Director
Department of Planning

Cc: The Honorable Timothy Woerther, Mayor
Historic Preservation Commission Members
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Kathy Arnett, Assistant Director of Planning and Parks
Terri L. Gaston, Senior Planner

WILDWOOD

# MEMORANDUM

To: Mayor Woerther and City Council Members

From: Ryan S. Thomas, City Administrator

Date: February 4, 2016

Re: **Policy on E-Newsletter/Social Media Content**

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**Background**

At its September 15, 2015 Meeting, the Administration/Public Works Committee recommended adopting a Draft Policy for determining the type of content to include in the City's e-newsletter and social media pages. This Draft Policy was ready for consideration by the full City Council, until the Planning/Economic Development/Parks Committee recommended the addition of a new Instagram social media page, which led to further discussion regarding the need for additional policies regarding user content. Therefore, the previously recommended Draft Policy has been updated to include a section regarding user content as well. Additionally, other minor edits to the Draft Policy were suggested at the December 8, 2015 Administration/Public Works Committee Meeting, which have been incorporated herein. Final consideration of the Policy by the Administration/Public Works Committee occurred at its February 2, 2016 Meeting.

**Recommendation**

It is recommended by the Committee (7-0) that the City Council consider adopting the **Policy on E-Newsletter/Social Media Content**, as drafted on the following page.

**Reasons for Recommendation**

1. The City's e-newsletter and social media pages are great tools for promoting the City and supporting local businesses and non-profits.
2. Content parameters are important for maintaining professional City communications, which are not expanded so broadly that they become less focused on the community itself.

I will be available for any questions or comments at the February 8, 2016 City Council Work Session. Following an approved motion, an adopting resolution will be prepared for final consideration at the February 22, 2016 City Council Meeting.

RST

# DRAFT

## Policy on E-Newsletter/Social Media Content

**SECTION 1: City of Wildwood Content**

The following content shall be permitted for placement in the City's Weekly E-Newsletter and/or on Social Media Pages by the City of Wildwood:

1. Any official City communications, including City website content
2. Any public service announcements impacting the City of Wildwood
3. Community events held within the City of Wildwood (must be open to the public, and compliant with the City's zoning regulations)
4. Announcement of a new Wildwood business opening
5. Announcement of a Wildwood business employment opportunity
6. Announcement of a special event for a Wildwood business

All other requests for content placement in the City's Weekly E-Newsletter and/or Social Media Pages may be proposed to the City Administrator for his/her review and consideration.

**SECTION 2: External User Content**

The following external user content is prohibited from being posted on the City's Social Media Pages, including the "Community Voice" and "Wildwood Listens" features on the City Website, and may be subject to removal:

1. Profane language or content
2. Content that promotes, fosters or perpetuates discrimination of protected classes
3. Sexual harassment content
4. Solicitations of commerce or advertisements including promotion or endorsement, unless consistent with the City of Wildwood content, as described in Section 1
5. Promotion or endorsement of political issues, groups or individuals
6. Conduct or encouragement of illegal activity
7. Information that may tend to compromise the safety or security of the public or public systems
8. Content intended to defame any person, group or organization
9. Content that violates a legal ownership interest of any other party, such as trademark or copyright infringement
10. Making or publishing of false, vicious or malicious statements concerning the City, any City employee, and/or any elected or appointed City official
11. Violent or threatening content
12. Disclosure of confidential, sensitive or proprietary information

Prohibited external content shall be promptly documented (screenshot/printout), and then removed immediately by the City.

Individuals (e.g., friends, fans or followers) who continue to post prohibited content may be banned from posting on the City's Social Media Pages or Website.

WILDWOOD

# MEMORANDUM

To: Mayor Timothy Woerther and City Council Members

From: Rick C. Brown, Director of Public Works

Date: February 4, 2016

Re: Construction Contract for Manchester Road Resurfacing and Bike Lane Project

**Background**

On Friday December 4th, the Department opened sealed bids to construct the Manchester Road Resurfacing and Bike Lane project. The project, which will improve Manchester Road from west of Route 109 to Route 100, is federally funded and has a construction budget of $1.2M. It should be noted that 80% of the project's construction cost, up to $960,000, will be reimbursed by MoDOT.

The bids received for the project are as follows:

| Contractor | Amount |
|---|---|
| NB West | $1,341,147.27 |
| Krupp Construction | $1,363,425.45 |
| Gershenson Construction | $1,367,627.75 |
| Spencer Construction | $1,632,913.52 |

**Recommendation**

The Department is recommending award of the contract to the low bidder, NB West Construction. However, because the contactor's bid came in above the project budget, we are proposing a strategy to reduce the project cost. First, we are proposing to reduce the overlay thickness by ¼" and to reduce the project limits by 500 feet. This should reduce the project cost by about $50,000. In addition, we will challenge NB West to find additional cost savings such as using a less expensive asphalt mix or reducing the use of retaining walls. Finally, because the project's unit prices for asphalt are indexed to the current price of fuel, it is possible that some savings may result if fuel prices continue to fall and remain low through the summer.

**Reasons for Recommendation**

- The Department is satisfied that we received competitive bids for the project.
- Because MoDOT has provided bid concurrence, we don't recommend re-bidding the project as the construction schedule would be jeopardized and there is no guarantee that bids would be lower.
- We have identified a strategy to reduce project costs by $50,000 (and possibly more).

Due to the increased project cost of $141,147, it should be noted that a mid-year budget adjustment may be necessary for this project; however, the Department feels the budget increase can be offset by the remaining balance of $110,000 from last year's Road and Bridge Capital Maintenance program.

This recommendation was approved at the February 2nd meeting of the Administrative/Public Works Committee and Bill #2153 has been placed on the 2/08/2016 City Council agenda for authorization of the contract.

I will be available for any questions or comments at the February 8th, 2016 City Council Work Session.

RCB

**BILL #2153** **ORDINANCE #2153**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH N. B. WEST CONTRACTING COMPANY FOR CONSTRUCTION OF THE MANCHESTER ROAD RESURFACING AND BIKE LANE IMPROVEMENT PROJECT, INCLUDING TRAFFIC CONTROL AND OTHER INCIDENTAL ITEMS AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS.**

**WHEREAS**, the City of Wildwood has planned an improvement project for Manchester Road between Missouri Route 109 to Missouri Route 100 which will resurface the roadway as well as improve the shoulders for bikes, pedestrians, and vehicular traffic; and

**WHEREAS**, the City of Wildwood has entered into a federal funding agreement with the Missouri Highways and Transportation Commission which will reimburse the City for 80% of the project's construction cost, up to $960,000; and

**WHEREAS**, the Planning and Zoning Commission reviewed the project and approved the Site Development Plan; and

**WHEREAS**, the Department of Public Works, has completed engineering plans and specifications for the project, which led to a bidding process near the end of 2015; and

**WHEREAS**, the bidding process led to the submittal of four (4) bids by different companies, all of which were competitive and met the requirements set forth by the City for this project; and

**WHEREAS**, one (1) of these bids was from N. B. West Contracting Company, whose bid amount of $1,341,147.27, was the lowest of the bids received; and

**WHEREAS**, the Administrative and Public Works Committee reviewed the bids, and recommended awarding a contract to N.B West to construct this project at a contract amount of $1,341,147.27; and

**WHEREAS**, because the bid amount for the project exceeded the project budget of $1,200,000 as approved by City Council for Fiscal Year 2016, the Department of Public Works will strive to reduce project costs and has identified potential savings in the amount of $50,000.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI:**

Section 1. The Mayor of the City of Wildwood is hereby authorized to execute on behalf of the City of Wildwood a contract with N. B. West Contracting Company for construction of the Manchester Road Resurfacing and Bike Lane Improvement Project, including traffic control and

other incidental items as shown on the construction drawings and specifications. Copies of the contracts shall be substantially in the form attached hereto and incorporated herein.

Section 2.

The total expenses and liability of the City under the contract shall not exceed a contract sum of $1,341,147.27, except that the Director of Public Works may, by written change order, increase the scope of the work pursuant to the same contract rates and terms in an amount not to exceed a total authorization under this ordinance of $1,408,204.63

Section 3.

This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this ____ day of _____, 2016, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two times prior to passage.

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | Timothy Woerther, Mayor |
| ATTEST: | ATTEST: |
| _____ | _____ |
| City Clerk | City Clerk |

City of Wildwood

**CITY-CONTRACTOR AGREEMENT**

This City–Contractor Agreement “Agreement” is made and entered into this _____day of , 20___, by and between the City of Wildwood, Missouri (hereinafter called the "City") and _____, with offices located at _____ (hereinafter called the "Contractor").

WITNESSETH:

The Contractor and the City, for the consideration set forth herein, agree as follows:

ARTICLE I.

The Contract Documents

The Contract Documents, hereby placed on file with the City Clerk, consist of the General Conditions of City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, Specifications, Drawings, the Construction Schedule, all Addenda, and all Modifications issued after execution of this Agreement, which together with this Agreement form the entire agreement, obligations and duties of the parties, and are all as fully a part of the Agreement as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II.

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents (the “Work”) and shall timely complete the project in strict compliance with all requirements and specifications set forth in the Contract Documents. Contractor represents and warrants that it has special skills which qualify it to perform the Work in accordance with the Contract Documents, and that it is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the

performance, in whole or in part, of the Work. All Work shall be performed in compliance with all applicable federal, state, and City laws and regulations, including but not limited to all grading, construction and zoning ordinances of the City.

## ARTICLE III.

## Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed here under shall commence within ten (10) days of the date of the written notice to proceed from the City to the Contractor. Working days for the completion of the Work have been established. The count of working days will start on the date the Contractor starts any construction operations on this project and all Work shall be completed within the working days specified below.

Working Days : 60

Should the Contractor, or in case of default, the surety, fail to complete the Work within the working days or the completion date specified, whichever occurs first, a deduction of the amount stipulated in Article V will be made for each day that the Work remains uncompleted.

## ARTICLE IV.

## The Contract Sum and Payments

The City shall pay the Contractor for the performance of the Work the total sum of $_____ (the "Contract Sum") based upon Applications for Payment submitted by the Contractor on or before the twentieth (20th) day of the month for Work completed in accordance with the General Conditions in the following manner:

(1) On or about the tenth (10th) day of each following month, ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the

period ending up to the twentieth (20th) of the preceding month, less the aggregate of all previous progress payments;

(2) Upon completion of the Work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum; and

(3) Final payment within 60 days after the Work is fully completed and accepted by the City and the Work fully performed.

(4) The retainage amount withheld by subsections (1) and (2) above shall not exceed any maximum amount permitted by law

ARTICLE V.

Performance of the Work

(a) Within seven (7) calendar days after being selected, the Contractor shall prepare and submit for the City's approval (1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction and (2) a Traffic Control Plan indicating the location of all proposed signage, detours and road closures throughout the project which adequately address the traffic control plan of the proposed Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. The Notice To Proceed shall be issued within 10 working days of the selection, however, no Work will commence until the Contractor's Construction Schedule and traffic control plan are submitted and approved by the City. The Contractor shall be required to substantially finish portions of the Work as designated by the Director of Public Works prior to continuation of further Work remaining on the project. This may include backfilling, seeding, or cleanup as designated by the Director of Public Works.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Agreement. If the Contractor fails to complete the

Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City, as liquidated damages and not as a penalty, the sum of $500.00 for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City at such intervals as the City may reasonably direct, the actual progress of the Work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, it shall promptly take, and cause its Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause its Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime, premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof, or is not approved in advance by the City, shall be borne by the Contractor.

## ARTICLE VI.

## Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the

Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so substantial that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of its rights under this Article VI.

## ARTICLE VII.

## Changes in the Work or Cost of Work

(a) The City may make changes within the general scope of the project by altering, adding to or deducting from the Work, and the Contract Sum adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Agreement. No extra Work or change in the Work shall be made except pursuant to a Change Order approved by the City and Contractor in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall promptly be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) If the Contractor intends to make a claim for an increase in the Contract Sum, it shall give the City written notice explaining the circumstances, justifications and amount of Contract Sum increase desired thereof promptly after the occurrence of the event or circumstances giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute further Work. No such claim shall be valid unless so made in accordance with the General Conditions. Any change in the Contract Sum resulting from such a claim shall first be authorized by Change Order executed by the City and Contractor. The City reserves the right to suspend Work of the Contractor pending the resolution of any claim for an increase in the Contract Sum.

(d) Any adjustment in the Contract Sum for duly authorized extra Work or change in the Work shall be determined based on the unit prices previously specified, to the extent such

unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

## ARTICLE VIII.

### Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which an extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Agreement, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and its surety, terminate the Agreement, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Agreement Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this Article, the Contractor, upon the request of the City, shall promptly:

(i) assign to the City, in the manner and to the extent directed by the City, all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and

(ii) make available to the City to the extent directed by the City all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, for any reason and in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

## ARTICLE IX.

## Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the liability of the Contractor under the General Conditions of this Agreement.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of $1,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: $ 500,000 each person*

$3,000,000 each occurrence*

Property Damage: $3,000,000 each occurrence*

$3,000,000 aggregate*

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: $500,000 each person*

$3,000,000 each occurrence*

Property Damage: $3,000,000 each accident*

The Contractor's policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the Work on this project. The certificates must state "The City of Wildwood is an additional insured."

*but not less than the sovereign immunity limits established by RSMo. 537.610 et.seq.

## ARTICLE X.

## The Work

The Contractor shall furnish all labor, materials and equipment necessary to perform the scope of Work within the project limits. The Scope of Work includes Manchester Road Streetscape Extension at Wildwood Crossing and all incidental work necessary to complete the project, including traffic control, erosion control, removal of improvements, concrete sidewalk, street lighting, street trees, restoration and other incidental items as identified in the construction documents.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF WILDWOOD
(the "City")

By_____
Mayor

Attest: Printed Name: _____

_____
City Clerk

(the "Contractor")

By:_____

_____
Title

FORM OF CONTRACT PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal of _____, State of _____and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of Wildwood, Missouri, hereinafter called the "City," in the penal sum of _____Dollars ($_____) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated , entered into a Contract with the City for the construction of the work designated as_____ located at _____in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the “Contract.”

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Principal including, but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, and shall for use in the prosecution of the work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting therefrom, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the City for his use and benefit, all in accordance with the provisions of MO. Rev. Stat SS 522.300, and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, may be brought at any time up to one year

after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 20____,

In the presence of : _____ (SEAL)

_____ By:_____

_____ (SEAL)

_____ By:_____

WILDWOOD

# MEMORANDUM

To: Mayor Timothy Woerther and City Council Members

From: Rick C. Brown, Director of Public Works

Date: February 5, 2016

Re: Construction Contract for 2016 Concrete Street and Sidewalk Replacement Contract

**Background**

Each year, the Department solicits bids for the replacement of substandard concrete street slabs and sidewalks throughout many of the City's subdivisions. As part of the 2016 Road and Bridge Fund budget, $910,000 was allocated for concrete street replacement and $100,000 for concrete sidewalk replacement. For the past several years, the Department has combined both the street and sidewalk work into a single contract.

For the 2016 combined project, a total of four (4) contractors submitted bids, with the lowest received from J.M. Marschuetz Construction for a total base bid of $908,100. (See bid tabulation attached). With an estimated $25,000 needed for construction inspection and material testing services, the total project cost is estimated at $933,100, which is 7.6% below the project budget.

**Recommendation**

The Department of Public Works recommends authorizing a contract with J.M. Marschuetz Construction for the 2016 Concrete Street and Sidewalk Replacement Contract, in the amount of $908,100, with a $75,000 contingency for additional work as identified by the Department.

**Reasons for Recommendation**

- J.M. Marschuetz Construction submitted the lowest bid.
- J.M. Marschuetz Construction successfully completed this project for the City last year.

This recommendation was approved at the February 2nd meeting of the Administrative/Public Works Committee and Bill # 2154 has been placed on the February 8, 2016 City Council Agenda for authorization of the contract.

I will be available for any questions or comments at the February 8th, 2016 City Council Work Session.

RCB

WILDWOOD

# FY 2016 Concrete Street Slab Replacement

| Bid Item | Units | Qty | J.M. Marschuetz | | Kelpe Contracting Inc. | | M & H Concrete | | R.V. Wagner, Inc. | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Bids received Wednesday, January 27th, 2016** | | | **Unit** | **Extended** | **Unit** | **Extended** | **Unit** | **Extended** | **Unit** | **Extended** | |
| 7" Concrete Street Removal – Replacement w/ 7" Non-reinforced, 7.27 sack, PCCP | Sq. Yds | 20,000 | $41.75 | $835,000.00 | $42.75 | $855,000.00 | $44.00 | $880,000.00 | $58.00 | $1,160,000.00 | |
| 4" concrete sidewalk removal - replacement non reinforced 6 sack, PCCP | Sq. Ft. | 5,000 | $5.50 | $27,500.00 | $4.25 | $21,250.00 | $5.60 | $28,000.00 | $6.50 | $32,500.00 | |
| 6" concrete sidewalk removal - replacement non reinforced 6 sack PCCP | Sq. Ft. | 2,000 | $7.00 | $14,000.00 | $4.75 | $9,500.00 | $6.10 | $12,200.00 | $7.00 | $14,000.00 | |
| 6" Driveway Apron Removal – Replacement w/ 6" Non-reinforced, 6 sack, PCCP | Sq. Ft. | 500 | $7.00 | $3,500.00 | $5.50 | $2,750.00 | $6.20 | $3,100.00 | $8.00 | $4,000.00 | |
| 6" concrete vertical PCCP curb | Lineal Ft. | 1,000 | $4.00 | $4,000.00 | $11.00 | $11,000.00 | $10.00 | $10,000.00 | $14.00 | $14,000.00 | |
| Full Depth Saw Cutting | Lineal Ft. | 8000 | $1.25 | $10,000.00 | $2.25 | $18,000.00 | $1.80 | $14,400.00 | $2.50 | $20,000.00 | |
| 8" asphalt driveway removal - replacement | Sq. Ft. | 500 | $9.00 | $4,500.00 | $8.00 | $4,000.00 | $8.00 | $4,000.00 | $7.00 | $3,500.00 | |
| Trucated dome mats (red 2' x 4') | Per Mat | 20 | $105.00 | $2,100.00 | $160.00 | $3,200.00 | $200.00 | $4,000.00 | $200.00 | $4,000.00 | |
| Over-Excavation/concrete lugs | Per hour inc equipment w/operator | 100 | $75.00 | $7,500.00 | $80.00 | $8,000.00 | $95.00 | $9,500.00 | $150.00 | $15,000.00 | |
| | | | | **$908,100.00** | | **$932,700.00** | | **$965,200.00** | | **$1,267,000.00** | |

**BILL #2154** **ORDINANCE #2154**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH J. M. MARSCHUETZ CONSTRUCTION COMPANY FOR CITY-WIDE CONCRETE STREET AND SIDEWALK REPLACEMENT, INCLUDING TRAFFIC CONTROL AND OTHER INCIDENTAL ITEMS AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI:**

Section 1.

The Mayor of the City of Wildwood is hereby authorized to execute on behalf of the City of Wildwood a contract with J. M. Marschuetz Construction Company for citywide concrete street and sidewalk replacement, including traffic control and other incidental items as shown on construction drawings and specifications. Copies of the contract shall be substantially in the form attached hereto and incorporated herein.

Section 2.

The total expenses and liability of the City under the contract shall not exceed a contract sum of $908,100.00, except that the Director of Public Works may, by written change order, increase the scope of the work pursuant to the same contract rates and terms in an amount not to exceed a total authorization under this ordinance of $983,100.00.

Section 3.

This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this ____ day of _____, 2016, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two times prior to passage.

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | Timothy Woerther, Mayor |
| ATTEST: | ATTEST: |
| _____ | _____ |
| City Clerk | City Clerk |

City of Wildwood

**CITY-CONTRACTOR AGREEMENT**

This City–Contractor Agreement “Agreement” is made and entered into this____day of_____ ,_____, by and between the City of Wildwood, Missouri (hereinafter called the "City") and _____ with offices located at _____ (hereinafter called the "Contractor").

WITNESSETH:

The Contractor and the City, for the consideration set forth herein, agree as follows:

ARTICLE I.

The Contract Documents

The Contract Documents, hereby placed on file with the City Clerk, consist of the General Conditions of City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, Specifications, Drawings, the Construction Schedule, all Addenda, and all Modifications issued after execution of this Agreement, which together with this Agreement form the entire agreement, obligations and duties of the parties, and are all as fully a part of the Agreement as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II.

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents (the “Work”) and shall timely complete the project in strict compliance with all requirements and specifications set forth in the Contract Documents. Contractor represents and warrants that it has special skills which qualify it to perform the Work in accordance with the Contract Documents, and that it is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of

which would prevent or interfere with the performance, in whole or in part, of the Work. All Work shall be performed in compliance with all applicable federal, state, and City laws and regulations, including but not limited to all grading, construction and zoning ordinances of the City.

## ARTICLE III.

## Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed here under shall commence within ten (10) days of the date of the written notice to proceed from the City to the Contractor. Working days for the completion of the Work have been established. The count of working days will start on the date the Contractor starts any construction operations on this project and all Work shall be completed within the working days specified below.

Calendar Days : 100

Should the Contractor, or in case of default, the surety, fail to complete the Work within the working days or the completion date specified, whichever occurs first, a deduction of the amount stipulated in Article V will be made for each day that the Work remains uncompleted.

## ARTICLE IV.

## The Contract Sum and Payments

The City shall pay the Contractor for the performance of the Work the total sum of $_____ (the "Contract Sum") based upon Applications for Payment submitted by the Contractor on or before the twentieth (20th) day of the month for Work completed in accordance with the General Conditions in the following manner:

(1) On or about the tenth (10th) day of each following month, ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety five percent (95%) of the portion of the

Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth (20th) of the preceding month, less the aggregate of all previous progress payments;

(2) Upon completion of the Work, a sum sufficient to increase the total payments to ninety five percent (95%) of the Contract Sum; and

(3) Final payment within 60 days after the Work is fully completed and accepted by the City and the Work fully performed.

(4) The retainage amount withheld by subsections (1) and (2) above shall not exceed any maximum amount permitted by law

ARTICLE V.

Performance of the Work

(a) Within seven (7) calendar days after being selected, the Contractor shall prepare and submit for the City's approval (1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction and (2) a Traffic Control Plan indicating the location of all proposed signage, detours and road closures throughout the project which adequately address the traffic control plan of the proposed Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. The Notice To Proceed shall be issued within 10 working days of the selection, however, no Work will commence until the Contractor's Construction Schedule and traffic control plan are submitted and approved by the City. The Contractor shall be required to substantially finish portions of the Work as designated by the Director of Public Works prior to continuation of further Work remaining on the project. This may include backfilling, seeding, or cleanup as designated by the Director of Public Works.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Agreement. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City, as liquidated damages and not as a penalty, the sum of $_250.00___ for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City at such intervals as the City may reasonably direct, the actual progress of the Work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, it shall promptly take, and cause its Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause its Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime, premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof, or is not approved in advance by the City, shall be borne by the Contractor.

## ARTICLE VI.

## Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required

to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so substantial that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of its rights under this Article VI.

## ARTICLE VII.

## Changes in the Work or Cost of Work

(a) The City may make changes within the general scope of the project by altering, adding to or deducting from the Work, and the Contract Sum adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Agreement. <u>No extra Work or change in the Work shall be made except pursuant to a Change Order approved by the City and Contractor in accordance with the General</u>

Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall promptly be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) If the Contractor intends to make a claim for an increase in the Contract Sum, it shall give the City written notice explaining the circumstances, justifications and amount of Contract Sum increase desired thereof promptly after the occurrence of the event or circumstances giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute further Work. No such claim shall be valid unless so made in accordance with the General Conditions. Any change in the Contract Sum resulting from such a claim shall first be authorized by Change Order executed by the City and Contractor. The City reserves the right to suspend Work of the Contractor pending the resolution of any claim for an increase in the Contract Sum.

(d) Any adjustment in the Contract Sum for duly authorized extra Work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

## ARTICLE VIII.

### Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which an extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Agreement, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and its surety, terminate the Agreement, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Agreement Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this Article, the Contractor, upon the request of the City, shall promptly:

(i) assign to the City, in the manner and to the extent directed by the City, all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and

(ii) make available to the City to the extent directed by the City all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, for any reason and in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

## ARTICLE IX.

## Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the liability of the Contractor under the General Conditions of this Agreement.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of $1,000,000.

(b) Comprehensive General Liability and Bodily Injury

| | |
|---|---|
| Including Death: | $ 500,000 each person* |
| | $3,000,000 each occurrence* |
| Property Damage: | $3,000,000 each occurrence* |
| | $3,000,000 aggregate* |

(c) Comprehensive Automobile Liability, Bodily Injury

| | |
|---|---|
| Including Death: | $500,000 each person* |
| | $3,000,000 each occurrence* |
| Property Damage: | $3,000,000 each accident* |

The Contractor's policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the Work on this project. The certificates must state "The City of Wildwood is an additional insured."

*but not less than the sovereign immunity limits established by RSMo. 537.610 et.seq.

ARTICLE X.

The Work

The Contractor shall furnish all labor, materials and equipment necessary to perform the scope of Work within the project limits. The Scope of Work includes the removal and replacement and placement of concrete street pavement, sidewalk, and driveway aprons within the rights-of-way, including traffic control, flagmen where needed and each area to be signed the same as the Typical Application 11 in the MUTCD and other incidental items as identified in the construction documents.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

| | |
|---|---|
| CITY OF WILDWOOD<br>(the "City") | (the "Contractor") |
| By_____<br>, Mayor | By:_____ |
| Attest: | Printed Name: _____ |
| _____<br>City Clerk | _____<br>Title |

WILDWOOD

# MEMORANDUM

To: Mayor Timothy Woerther and City Council Members

From: Rick C. Brown, Director of Public Works

Date: February 4, 2016

Re: Supplemental Design Contract - Manchester Road Streetscape, Phase 3

**Background**

As you know, last year the Department successfully obtained federal funding for the Manchester Road Streetscape Project, Phase 3. That funding will allow the City to be reimbursed for 80% of eligible project costs up to a maximum amount of $1.3M, which is about 50% of the estimated construction cost.

A disadvantage to federal funding is that it results in project oversight from MoDOT and the Federal Highway Administration (FHWA). This creates additional project requirements not associated with a City funded capital improvement project. For that reason, our design consultant, Thouvenot, Wade & Moerchen, Inc. (TWM) has requested a supplement to their existing agreement with the City. Because our agreement predates the federal funding, it does not account for the additional work required by the MoDOT and FHWA oversight. Specifically, TWM, Inc. is required to complete the following additional tasks:

- Submittal of project plans to MoDOT for review and approval. This includes four (4) submittals during project milestones. Each submittal requires TWM to respond to review comments provided by MoDOT.
- Preparation of additional environmental review documentation and necessary coordination.
- Inclusion of additional federal clauses, restrictions, job special provisions, and contract requirements within the project bid documents (i.e. the Bid Manual).
- Additional work to follow MoDOT's bidding process and associated requirements such as the preparation of MoDOT review checklists, development of project certifications, and request for bid concurrence.

I should also note that the federal funding restricts when the City can begin construction of the project as the construction funds can't be utilized until 2017 at the earliest. Due to this fact, our existing agreement with TWM will also be modified to reflect this schedule.

**Recommendation**

The Department recommends approving a supplemental agreement with TWM for the amount of $10,869.05.

**Reasons for Recommendation**

- The Department evaluated TWM's request and we concur that the proposed work is above and beyond TWM's current agreement with the City.
- The proposed work is necessary and must be completed in order to receive federal funding and to comply with the City's existing funding agreement with MoDOT.
- Finally, the Department reviewed the amount requested by TWM and we believe that it is reasonable given the magnitude of work involved.

This recommendation was approved at the February 2nd meeting of the Administrative/Public Works Committee and Bill #2155 has been placed on the February 8, 2016 City Council Agenda for authorization of the supplemental agreement.

I will be available for any questions or comments at the February 8th, 2016, City Council Work Session.

RCB

**BILL #2155** **ORDINANCE #2155**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A SUPPLEMENTAL AGREEMENT ON BEHALF OF THE CITY OF WILDWOOD WITH TWM, INC. FOR ADDITIONAL DESIGN SERVICES REQUIRED FOR THE MANCHESTER ROAD STREETSCAPE PROJECT, PHASE 3 IMPROVEMENT PROJECT WITHIN THE CITY OF WILDWOOD.**

**WHEREAS**, the City of Wildwood has entered into a Consultant Services Agreement with Thouvenot, Wade & Moerchen, Inc. (TWM) for design of the Manchester Road Streetscape Improvement Project, Phase 3; and

**WHEREAS**, the City of Wildwood, subsequent to execution of the Consultant Services Agreement with TWM, entered into a federal funding agreement with the Missouri Highways and Transportation Commission which will reimburse the City for 80% of the project's construction cost, up to $1,300,000; and

**WHEREAS**, the federal funding agreement requires Missouri Department of Transportation (MoDOT) and Federal Highway Administration (FHWA) oversight which results in additional work for our design consultant, TWM, specifically as follows:

- Submittal of project plans to MoDOT for review and approval
- Preparation of additional environmental review documentation and necessary coordination
- Inclusion of additional federal clauses, restrictions, job special provisions, and contract requirements within the project bid documents (i.e. the Bid Manual)
- Additional work to follow MoDOT's bidding process and associated requirements such as the preparation of MoDOT review checklists, development of project certifications, and request for bid concurrence; and

**WHEREAS,** the federal funding agreement establishes a definitive schedule for obligation of federal funds which is inconsistent with our existing Consultant Services Agreement with TWM.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI:**

Section 1.

The Mayor of the City of Wildwood is hereby authorized to execute on behalf of the City of Wildwood a supplemental agreement with TWM, Inc. for the additional design services required by the MoDOT and FHWA oversight of the Manchester Road Streetscape Phase 3 Improvement Project within the City of Wildwood. A copy of the contract shall be substantially in the form attached hereto and incorporated herein.

Section 2.

These additional services shall be in the amount not to exceed Ten Thousand, Eight Hundred Sixty Nine dollars and Five Cents ($10,869.05) without further authorization. The total expenses and liability to the City shall not exceed the sum of Three Hundred Six Thousand, Five Hundred and Sixty Nine dollars and Five Cents ($306,569.05).

Section 3.

TWM's Schedule of Work will be extended to be consistent with the obligation of funds through the City's federal funding program agreement with the Missouri Highways and Transportation Commission.

Section 3.

This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this _____ day of _____, 2016, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two times prior to passage.

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | Timothy Woerther, Mayor |
| ATTEST: | ATTEST: |
| _____ | _____ |
| City Clerk | City Clerk |

**SUPPLEMENTAL AGREEMENT NO. 1**
**TO**
**ENGINEERING SERVICES CONTRACT**

THIS SUPPLEMENTAL AGREEMENT, made and effective this ____ day of _____, 20_____ by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as "City", and Thouvenot, Wade & Moerchen, Inc., hereinafter referred to as "Consultant", with a business address of: 720 Olive St., Suite 200A, St. Louis, MO 63101.

The parties hereto entered into an agreement on June 18, 2014 in which the Consultant has agreed to provide professional services in connection with the design of the City's Streetscape Project along Manchester Road, which was to be completed by October 31, 2015.

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

## I. SCOPE OF SERVICES

Additional services shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions of the original contract, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant. Services to be added to the original contract are listed in Attachment A.

## II. COMPENSATION

These additional services shall be in the amount not to exceed Ten Thousand Eight Hundred Sixty Nine dollars and Five Cents ($10,869.05) without further authorization. The total design services shall be in an amount not to exceed Three Hundred Six Thousand, Five Hundred and Sixty Nine dollars and Five Cents ($306,569.05).

## IV. SCHEDULE OF WORK

The parties hereto agree to supplement the agreement by amending the Schedule of Work by extending the completion date of the contract as follows:

PS&E: Shall be submitted to MODOT by a mutually agreeable date, but in no case later than June 1, 2017.
Construction Phase: Shall be completed in accordance with the contractors schedule for construction.

IN WITNESS WHEREOF, the parties hereto have signed Supplemental Agreement #1 as of the effective date of Contract first above written.

| Consultant | City of Wildwood |
|---|---|
| BY: _____ | BY: _____ |
| TITLE: _____ | TITLE: _____ |
| | ATTEST: _____ |
| | DATE: _____ |

# ATTACHMENT A
## SUPPLEMENTAL AGREEMENT #1 SCOPE OF SERVICES

TWM, Inc., hereinafter referred to as the CONSULTANT, will provide the City of Wildwood, hereinafter referred to as the CITY, with professional services detailed for the planning and design of desired improvements as follows:

### XI. PERMITTING AND APPROVALS

The CONSULTANT will revise the Right-of-Way Plans and cost estimate to include a 10 foot wide sidewalk on both sides of Manchester Road, which is a modification to the typical section chosen by the CITY after two public meetings were held for the development of the Preliminary Plans and cost estimate. This task includes the following sub-tasks:

a. **Project Management** – The CONSULTANT will hold internal team meetings and prepare additional project invoices and reports.

b. **Permitting** - The CONSULTANT shall be responsible for corresponding directly with those agencies responsible for issuing any permits, approvals, or clearances, whether environmental or otherwise, that might be required for this project. Since this project is now federally funded, some of the full NEPA clearance requirements may be necessary.

   Once permits or clearances are received, the CONSULTANT shall send an official copy to the CITY for their records. These agencies may include, but are not limited to, the Missouri Department of Transportation, the U.S. Army Corps of Engineers, the Missouri Department of Natural Resources, and the U.S. Fish & Wildlife Service, U. S. NRCS office.

   The following permits and clearances must be investigated:

   i. Categorical Exclusion - A programmatic CE from MoDOT is anticipated.
   ii. Section 4(f)
   iii. Endangered Species - Level 1 Clearance is anticipated
   iv. Farmland Protection - A farmland impact rating may be required.
   v. Section 106 - A Section 106 clearance will be required before ROW Plan approval.
   vi. Nationwide or Regional General Permit under 404 permit process and Section 401

c. **City Review Meeting** – At the completion of Right of Way Plans, a review meeting shall be held between the CITY and the CONSULTANT. The meeting will be held at City Hall and the CONSULTANT will allocate one (1) employee to attend the meeting.

d. **MoDOT Submittals & Approvals** - The CONSULTANT shall submit project plans for MoDOT review at the following project milestones:

   i. Preliminary Design Phase
   ii. Right of Way Design Phase
      - A-Date Acquisition Request Form
      - Right of Way Acquisition Schedule Form
   iii. Pre-Final PS&E (Full Draft Package)
   iv. Final PS&E

   The CONSULTANT shall complete revisions to the project plans at each review phase shown above in accordance with MoDOT's comments. The CONSULTANT shall resubmit revised plans for the Right of Way, Pre-Final and Final phases to both MoDOT LPA Reviewer and the CITY.

# MEMORANDUM

To: Mayor Timothy Woerther and City Council Members

From: Rick C. Brown, Director of Public Works

Date: February 5, 2016

Re: STP-S Funding for Route 109

**Background**

Recently, additional federal funding was announced under the Surface Transportation Program - Suballocated (STP-S) for the St. Louis region. STP-S federal funding can be utilized for a variety of transportation projects including pavement preservation, bridges, highway expansion, congestion mitigation, safety, and bicycle / pedestrian improvements. Sponsors must be able to provide a minimum of a twenty percent funding match. The deadline for submitting funding applications to the East-West Gateway Council of Governments is March 3rd, 2016.

**Recommendation**

For STP-S funding consideration, the Department is recommending the City submit a TIP application for federal funding of a project to improve Route 109 from Route 100 to New College Avenue. The project scope would include the following and is shown graphically on the attached exhibit.

- Widen Route 109 to 4-lanes from Route 100 to (Old) Manchester Road and provide a raised median for access management.
- Construct a new multi-lane roundabout at the Eastbound Route 100 ramps.
- Construct a new multi-lane roundabout at Main Street.
- Aesthetically enhance and provide pedestrian and bike accommodations to the Route 109 Bridge over Route 100. (Note we've recently been informed that MoDOT is also programming a new project to re-deck and widen this bridge to 4-lanes at a cost of $2.3M.)
- Provide pedestrian and bike accommodations along Route 109.
- Provide continuous/aesthetic overhead lighting from Windsor Meadow Blvd to (Old) Manchester Road. (This lighting could be similar or the same as the lighting installed in the medians along Route 100 under the Great Streets project.)
- Provide internally illuminated LED signs for the existing signals on Route 109 at New College Avenue and Route 109 at (Old) Manchester Road.
- Provide Wayfinding signs along Route 109 at New College Avenue, (Old) Manchester Road, and Main Street and on Route 100 at Pond Road (if approved). Wayfinding signs would be identical to that installed on Route 100 as part of the Great Streets project.

We were also notified that our recent TAP application for federal funding to construct a new pedestrian tunnel under Route 109 just south of Route 100 was tentatively approved by the East-West Gateway Council of Governments. Therefore, our STP-S application will assume that the TAP funding is already approved and thus the pedestrian tunnel would be constructed as a separate project planned in conjunction with these improvements.

The remaining cost of the improvements to Route 109 has been estimated to be about $5,900,000. The Department is recommending the city provide a 20% local match, which would equate to about $1,180,000. (Note that our cost estimates for this project are currently being evaluated and are still subject to some change.)

**Reasons for Recommendation**

- This project will continue the recent improvements on Route 109 which have slowed traffic, improved traffic flow and safety, as well as provided improved bike and pedestrian facilities within the corridor.
- This project will promote and facilitate development of the Town Center, provide for a Main Street roundabout connection, and enhance the appearance of Route 109 through Town Center.
- By obtaining federal funds we can leverage our existing capital improvement funds (our local match would be 20%). We can also leverage the fact that MoDOT is also programming a $2.3M project to re-deck and widen the Route 109 overpass over Route 100 to 4-lanes.
- By sponsoring this project, the City has the opportunity to directly influence future improvements to Route 109 (recognizing that MoDOT will ultimately approve the project design).

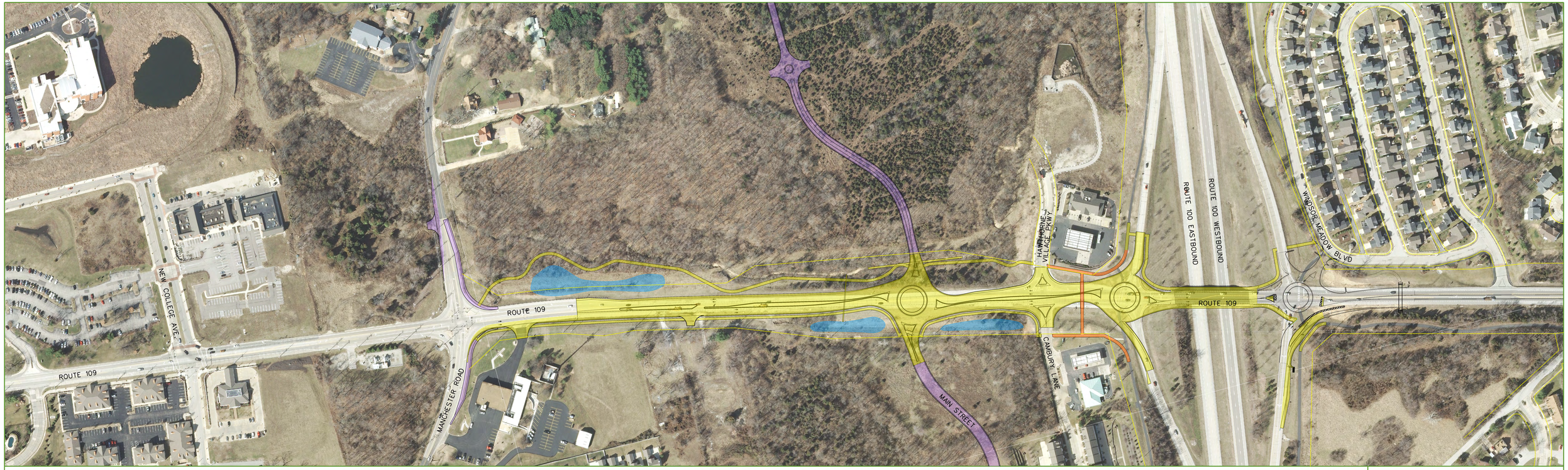
Attached for your information is the Project Development Workbook for the STP-S funding program, which includes the scoring criteria.

This recommendation was approved by the Administrative/Public Works Committee at their February 2, 2016 meeting.

To submit the TIP application, the Department will be requesting approval of a Resolution in support of the application at the February 22, 2016 City Council meeting.

I will be available for any questions or comments at the February 8th, 2016, City Council Work Session.

RCB

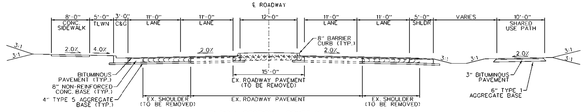



## LEGEND

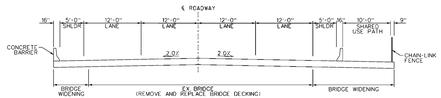
- ROUTE 109 CORRIDOR IMPROVEMENTS
- PEDESTRIAN CULVERT UNDER ROUTE 109 AND 10'-0"(10') SHARED USE PATH - TAP FUNDING PENDING
- POTENTIAL AREA FOR WATER QUALITY FEATURE
- BY OTHERS

SCALE

0 100 200 300




TYPICAL SECTION - ROUTE 109
MANCHESTER ROAD TO MAIN STREET
(LOOKING SOUTH)




TYPICAL SECTION - ROUTE 109
BRIDGE ACROSS ROUTE 100
(LOOKING SOUTH)

WILDWOOD

HRGreen

ST. LOUIS COUNTY

# EXHIBIT 1

## ROUTE 109 CORRIDOR FUTURE IMRPOVEMENTS

# Project Development Workbook

# FY 2017-2020 Local Program

## Surface Transportation Program – Suballocated (STP-S)

Gateway Tower
One Memorial Drive, Suite 1600
St. Louis, MO 63102-2451

EAST-WEST GATEWAY
Council of Governments

Creating Solutions Across Jurisdictional Boundaries

December 2015

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Appendix F Present Serviceability Rating (PSR) for Sidewalk Evaluation
- Environmental Justice – Project Utilization Index (PUI)

## I. New Project Application Process

Project sponsors interested in proposing projects for consideration under the Surface Transportation Program – Suballocated (STP-S) Program should do so by submitting an application by **Thursday, March 3, 2016, 4:00 p.m**. The STP-S New Project Online Application form can be accessed at: http://www.ewgateway.org/tiponlineapp/stp2016.pdf

The application is completed on the East-West Gateway (EWG) website. This file stores vital project information that is used to evaluate the projects. It's important that the data entered into our online application matches the completed project application delivered to EWG.

Project sponsors wanting feedback on applications may submit a preliminary copy by February 4, 2016. Simply mark preliminary on the application by that date if you desire comments. Due to volume of applications, each sponsor may receive no more than three preliminary application reviews (for all funding categories). East-West Gateway staff will review the applications submitted and comment by e-mail. Staff will return comments by February 18, 2016. If submitting a preliminary application for feedback, a final application must be submitted by March 3, 2016.

An application fee is required for each project that is submitted for consideration. The application fee is ½ of 1% of the federal funds being requested. For example, a sponsor requesting $800,000 in federal funding would be required to pay a $4,000 application fee. If the project is not recommended for funding, the application fee will be refunded. Counties (including the City of St. Louis) and states make annual contributions to East-West Gateway and as such a credit equal to their annual contribution is applied against their application fees.

Sponsors are encouraged to read the guidelines included in this workbook regarding project eligibility, the selection process, and the Policy on Reasonable Progress. Evaluation of individual projects, including air quality conformity, will utilize information provided in all areas of the application. Please provide all information as completely as possible. Additional relevant project data may be attached and is encouraged. If any of the information requested is unclear, incomplete, or missing, or if there are questions of applicability, contact Jason Lange in MO: (314) 421-4220 or IL: (618) 274-2750. Staff will provide assistance upon request.

**A completed project application consists of one (1) printed original application, signatures, and supplemental information <u>and</u> one (1) electronic copy in Adobe Acrobat (.pdf) format containing the project application/signatures/supplemental information.** Do not send or include multiple files, send one .pdf. Failure to provide supporting documentation for the evaluation areas will result in zero points for that area.

The printed original application must be postmarked by Thursday, March 3, 2016. Hand delivered originals and the electronic copy must be submitted by 4:00 p.m. on Thursday March 3, 2016. Electronic copies may be emailed, burned on a CD/DVD, or stored on a

removable disk drive in Adobe Acrobat file (.pdf). Applications received after the deadline will not be accepted. Early submissions are appreciated. Only use binder clips when submitting the printed project application/signatures/supplemental information. Sponsors may divide sections using tabs. **Please make sure applications are NOT bound or stapled.**

Project applications should be addressed to:

East-West Gateway Council of Governments
Attn: Transportation Planning Dept. - STP-S
Gateway Tower
One Memorial Drive, Suite 1600
St. Louis, MO 63102

Electronic submissions not included with final application should be emailed to: jason.lange@ewgateway.org. The subject should read: <Your City> - <Project Title> Application. For example: Subject: Big City - Main Street Intersection Application.

While sponsors are encouraged to provide as much additional relevant background information as they deem necessary, no project will be evaluated unless the application submitted by March 3, 2016 includes:

- Completed Project Application - Marked 'final'
  - Please note that the application form for new project submittals (STP-S New Project Application form) is available online only. http://www.ewgateway.org/tiponlineapp/stp2016.pdf
- Project application fee (½ percent of federal funds requested)
- Project application checklist (with signature)
- Supplemental materials including as necessary: pavement ratings, bridge ratings (from state DOT), accident data (summary of police reports), Level of Service Calculations). Failure to include required data will result in zero points in the associated category
- Location map
- Letter of permission from owner of facility (required if sponsor does not own roadway)
- Congestion Management Study, if required
- Estimate of Project cost* – download excel file from TIP application page
- Crash Summary Form* – download excel file from TIP application page (if necessary)
- ITS project consistency statement* (if necessary) – found on TIP application page
- Letter of project support from third party providing financial support (if necessary)
- Project Schedule
- Financial Certification of Matching Funds Signatures
- Person of Reasonable Charge Certification signatures
- Title VI Certification signatures

- Reasonable Progress and Right-of-Way Certification signatures (Missouri Projects Only)
- Typical section showing current and proposed improvements including bike/ped facility widths, lane widths, shoulder widths, # of lanes, etc. (One cross-sction should show current, the second should show proposed)

Other required information includes:

- Operations and Maintenance form

Only one Operations and Maintenance form is required per sponsor regardless of the total number of projects submitted.

*Changes to STP-S application/evaluation since last round. Details follow in workbook.

- Crash Summary Form (.xls) – Sponsor must complete this form to gain points in safety. No form = zero points. Form found on TIP application page
- ITS project consistency statement required if ITS elements in project.
- Estimate of project cost (formerly detailed cost estimate) is required to be submitted as an excel file as well as included in the application.

## II. FY 2017-2020 TIP Development Guidelines

### A. Introduction

The Fixing America's Surface Transportation (FAST) as enacted by Congress and signed by the President on December 4, 2015 includes regulations for categorical funding programs for highway projects and provides flexibility in the funding of all transportation projects. Opportunities are provided to fund roadway, transit, and other transportation projects from a number of funding categories.

Under FAST, a Metropolitan Planning Organization (MPO) is required to develop fiscally constrained long-range transportation plans and Transportation Improvement Programs (TIP). The East-West Gateway Council of Governments, as the MPO for the St. Louis region, selects projects in accordance with principles and framework identified in the long-range transportation plan for the region, *Connected2045*. These projects must be consistent with the region's goals, objectives, and priorities in consultation with the states. The development of the FY 2017-2020 TIP is guided by metropolitan transportation planning, FAST, Section 1201.

### B. Geographic Scope

The entire eight-county metropolitan area will be included in the FY 2017-2020 TIP. The area includes Madison, Monroe, and St. Clair counties in Illinois; the City of St. Louis; and Franklin, Jefferson, St. Charles, and St. Louis counties in Missouri.

### C. General Policies

General policies established in FAST are followed in the programming of local transportation projects submitted for the FY 2017-2020 TIP.

- Project funding in the FY 2017-2020 TIP shall not exceed the anticipated available funds.
- The TIP will be limited to a single four-year period and be fiscally constrained.
- Procedures for the evaluation, selection, and programming of new projects in the FY 2017-2020 TIP will be based on policies and criteria approved by the EWGCOG Board of Directors and will be consistent with the provisions, regulatory guidance, and intent of FAST
- Projects will be programmed in specific federal funding categories suballocated through the Surface Transportation Block Grant Program. The funding categories included in this workbook are the Surface Transportation Program (STP-S) for Missouri and Illinois.
- Illinois - STP-S funds are available only for construction (not construction engineering) in FY 2020. Sponsors will be asked to revise the financial plan page and schedule in the application if applicable.
- Missouri - STP-S Funds are available starting in FY 2018 (preliminary engineering only), FY 2019 (except construction), and FY 2020 for three phases of work: preliminary engineering, right of way acquisition, and construction (including construction engineering). Sponsors will be asked to revise the financial plan page and schedule in the application if the financial plan does not match the funding availability.

D. Project Sponsorship

Projects must have an appropriate government sponsor. Sponsors include but are not limited to states, counties, municipalities, and transit districts. Not-for-Profits must seek an appropriate government sponsor to act as sponsor for their project. Sponsors are encouraged to coordinate planning efforts and improvements with other governmental entities, agencies, and organizations. Missouri project sponsorship is defined in the Local Public Agency Manual (136.1.2.2 )

E. Project Requirements

Responsibilities associated with project sponsorship through the project development and implementation process include:

- Providing an application fee of ½ of one percent of the total federal funds requested for each project, in compliance with a policy of the EWG Board of Directors. For example, if a sponsor is requesting federal funds in the amount of $800,000 for a particular project, then the application fee for that project would be $4,000. The application fee will be refunded if the project is not selected for inclusion in the FY 2017-2020 TIP. The refund occurs after approval of the FY 2017-2020 TIP.
- Ensuring the proper documentation is submitted with the formal application. See checklist at the end of the project application. This includes all relevant data to support measures of facility conditions as well as relevant supporting data from such sources as the US Census.

- Securing at least 20% local matching funds in Missouri and 25% local matching funds in Illinois and providing operations and maintenance information
- Reporting and maintaining all records and receipts as required by the procedures established by the Federal Highway Administration, Federal Transit Administration, and appropriate state transportation agency.
- Sponsor is compliant with laws and regulations including, but not limited to: FAST, Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, and The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Sponsors must document a 'Person of Responsible Charge'. Missouri sponsors must have at least one staff person that has completed Local Public Agency Basic Training. Information on classes is available here: http://www.modot.org/business/lpa/cert_train.htm
- Sponsor of selected project required to attend one public open house meeting (Missouri local public agency sponsors)
- Sponsor commits to ongoing maintenance of facility following end of federal-aid work

Where applicable, projects must comply with the Regional ITS Standards as set forth in the document titled Bi-State St. Louis Regional ITS Architecture, July 2015 (found at: bit.ly/EWGITS) as well as the Congestion Management Process (CMP). The CMP (found at: bit.ly/EWGCMP) is an objectives-driven and performance based approach to defining and managing congestion that makes the transportation system performance and congestion management a core activity, as opposed to an isolated standalone process and function. The project application should identify what CMP goals/objectives the project addresses and how they will be achieved. Projects with ITS components are required to complete the ITS project consistency statement.

It is the policy of EWGCOG to encourage involvement by the public sector and citizens in the transportation decision making process for the St. Louis region.

The same project application is used for Missouri and Illinois projects.

## III. Surface Transportation Program - Suballocated (STP-S)

### A. Program Summary

FAST has authorized funding through the Surface Transportation Block Grant Program (STBGP). FAST prescribes minimum levels of STPBGP funds that must be spent in the metropolitan area, called Suballocated or STP-S funds. The Missouri portion of the region receives funds based on the state of Missouri's federal funding allocation. The Illinois portion of the region receives funds based on the state of Illinois's federal funding allocation.

Projects in the STP-S category will be selected by East-West Gateway in consultation with the states. This funding category has the widest array of eligible projects. Some of

the projects that can be funded in this category include road resurfacing and reconstruction, bridge improvements, traffic flow improvements, capital improvements to intelligent transportation systems (ITS), public transit projects, carpool projects, and bicycle and pedestrian projects. Utility relocations associated with a project may utilize federal funds as well. See **Appendix A** for a listing of eligible activities for STP-S funds.

B. Project Eligibility

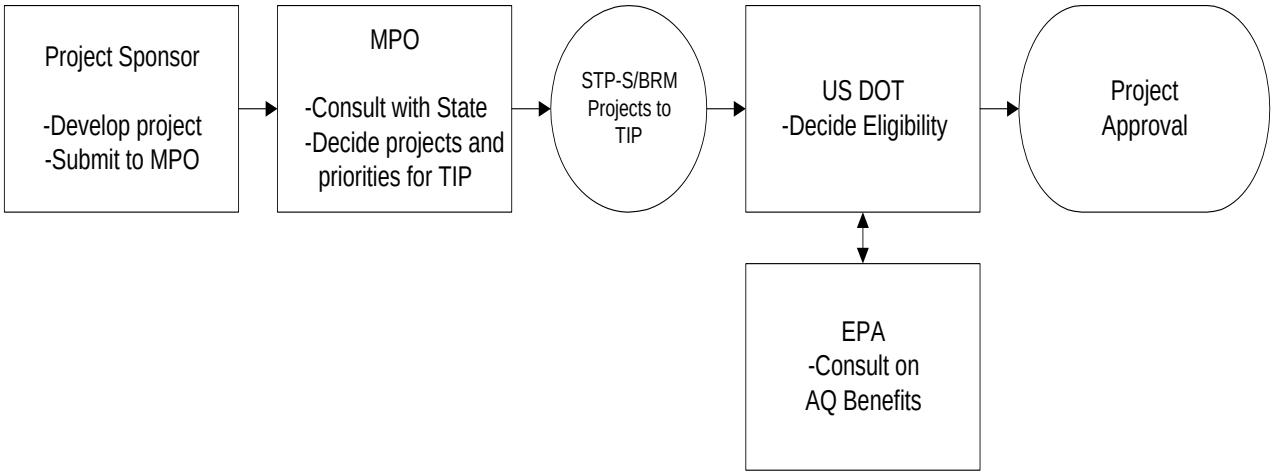
Two criteria determine project eligibility.

1. The improvement or service must be consistent with the regional priorities outlined in *Connected2045*, the long-range transportation plan for the St. Louis region.
2. Road improvements must be on a public road (existing or planned) that is federally functionally classified as an urban collector (minor or major), a rural major collector, an arterial, or an expressway. Funding for bridge replacements or rehabilitations is limited to deficient bridges. The list of bridges eligible for STP-S funding can be found at: bit.ly/STPbridge2015 or bit.ly/BRMbridge2015. Bridge projects using STP-S funds are not restricted to the roadway classification requirement and can be on any public road. Bridge projects on routes classified as local roads or rural minor collectors may include reasonable approach roadway necessary to connect to the existing road and to return the new grade to normal ground. Also projects listed in paragraphs (4) through (11) in **Appendix A** are exempt from functional class requirements. More information on roadway functional class is available at: www.ewgateway.org/trans/funcclass/funcclass.htm

IV. STP-S Project Development and Selection Process

A. Project Identification and Development

**Figure 1**



The development, selection, and implementation of STP-S projects is a process involving agencies at the local, state, and federal levels. Interaction, coordination, and consultation are required for a project to go from development to implementation. **Figure 1** illustrates the process projects must go through and the agencies involved in funding a project through the STP-S program.

Project sponsors are responsible for developing the potential STP-S projects and submitting the projects to the East-West Gateway Council of Governments for review and evaluation. Project submissions should be completed according to the guidelines described in this workbook.

Once EWGCOG staff, in consultation with the states and citizens of the region, has reviewed, evaluated, and ranked the STP-S candidate projects, projects recommended for funding are presented to the Board of Directors for approval. Approved projects are then included in the Transportation Improvement Program (TIP). The TIP is reviewed by the Federal Highway Administration and the Federal Transit Administration in consultation with the Environmental Protection Agency to determine project eligibility and compliance with air quality requirements. After the approval of the TIP by these federal agencies, projects included therein are eligible to receive federal funds. Project sponsors then work directly with the state department of transportation or federal agency to arrange for reimbursement of project expenses.

B. Project Evaluation

Working together through the MPO and in consultation with the states, committees of local government representatives are responsible for selecting projects in the local STP-S program.

For both the Illinois and Missouri portions of the region, EWGCOG staff evaluates local projects relative to how well they address the ten principles and strategies outlined in *Connected2045*. In addition, each project is evaluated based on utilization, cost effectiveness, and need, with consideration given to equity among the many jurisdictions within the region. Then projects are ranked based on these criteria.

Following is a detailed description of the evaluation and ranking process that EWGCOG staff uses to determine the best investment of federal transportation funds to locally sponsored projects:

(a) Projects undergo a screening process to determine project and sponsor eligibility, availability of local matching funds and a feasible financial plan, and financial need.

(b) Council staff evaluates local projects submitted for inclusion in the TIP with respect to how well they would meet each of the six project priority areas and be consistent with the ten principles that make up the framework of *Connected2045*. These six priority areas constitute an inclusive and strategic framework to ensure that the needs of transportation system users constitute the principle reference

points for regional decision-making. The six project priority areas (in order of regional significance) and the goals of each are:

i. **Preservation of the Existing Infrastructure** - Achieved by managing and maintaining current roadway, bridge, transit, and intermodal assets.
ii. **Safety and Security in Travel** - Achieved by decreasing the risk of personal injury and property damage on, in, and around transportation facilities.
iii. **Congestion Management** - Achieved by ensuring that congestion of the region's roadways does not reach levels that compromise economic competitiveness.
iv. **Access to Opportunity** - Achieved by addressing the complex mobility needs of persons living in low-income communities and persons with disabilities.
v. **Sustainable Development** - Achieved by accommodating all users and modes of travel
vi. **Efficient Movement of Goods** - Achieved by improving the movement of freight within and through the region by rail, water, air, and surface transportation modes

Only one priority area may be selected as a primary priority area and the primary priority cannot be changed. Council staff has refined these performance measures and incorporated them into the evaluation process for local transportation projects submitted for TIP consideration. The performance measures are intended to be indicators of the magnitude of need of a submitted improvement.

To receive points in each area, the sponsor is required to provide supporting documentation along with the project application submittal. This information includes:

**Preservation**

-Pavement – Pavement condition rating number must be listed in the system condition box on page 9 of the application. Documentation must be provided to show how the pavement condition was reached. LPAs with a pavement management system may include a printout of the pavement management database showing the rating of the facility and in. If a pavement management system is used, the LPA must reference the software used in the application. LPAs without a pavement management system must use a visual rating system (for example, PASER). If a visual rating system is used, this system must be referenced in the application. If a visual rating system is used then the pavement must be rated at locations at a uniform distance. Photographs of the pavement at the rating locations are required as well as a map showing the rating locations.

-Bridge – Bridge rating must be listed in the system condition box on page 9 of the application. A printout of the state's bridge inspection report is required. If a bridge inspection report is not available, contact EWG staff for assistance.

-Signal/Transit/Port/Freight – Provide supporting documentation to document the condition

-Bike/Ped – Average PSR rating must be listed in the system condition box on page 9 of the application. If project is on a local road or minor collector the maximum points a project can receive in preservation is one unless project is located within ½ mile of a PUI grid of 3. See appendix F of the workbook for information on evaluation of sidewalks.

**Safety**

-Road/Intersection – Crash Summary Form – Sponsor must complete this form to gain points in safety. No points will be awarded if the documentation is not provided. This form must be downloaded from TIP application page

-Bridge – LPA must include state inspection report

-Transit/Other – Provide supporting documentation to document the condition

-Bike/Ped – Proposed facility must meet criteria to gain points. Points gained based on minimum widths

**Congestion**

- Road/bridge/intersection - To gain points, the LPA must show calculations showing peak hour level of service and document that the parts of the project that would include the level of service (i.e center turn lane). ITS Project Consistency Statement must be completed if project impacts ITS. Statement can be downloaded from TIP application page.

- Transit/Education/etc. – Provide supporting documentation to document the condition

**Access to Opportunity**

- LPA must indicate on Page 12 of the application what transit route is within ½ mile of project. A map showing this route must be attached. EWG Staff determines what areas are within environmental justice area. This information is in Appendix F

**Sustainable Development**.

- To gain 3 or 5 points, the LPA must indicate the project is within ½ mile of a PUI of 3 or higher. The LPA must include a reference from an approved plan to the project or type of project. The LPA must not include the entire plan. If the reference in the plan is not readily found then the LPA will get zero points.

**Goods Movement**

-Improvement must be freight specific

(c) Facility utilization is part of the criteria for determining a project's benefits. To cut across modes (roads, transit, etc.), the unit of measure used for utilization is Person Miles of Travel (PMT). PMT is a function of vehicle occupancy, number of vehicles, and project length. Points are added to the project's score depending on where the PMT falls within a specified range.

(d) Cost effectiveness is determined for each project by dividing the annualized amount of total federal funds requested for project implementation by the total project score.

(e) Finally, all projects are ordered by cost effectiveness. Projects that are identically ranked are arranged by cost, from lowest to highest. If two projects have an identical cost effectiveness measure, the project requesting a lesser amount of federal funds will be determined to have higher priority.

In Illinois, locally sponsored projects receive significant review from committees of elected officials established in each of the three counties. These committees in turn make recommendations to the Illinois Transportation Planning Committee, which then ranks projects using the established project evaluation criteria as a tool. The Missouri Transportation Planning Committee follows a similar process in reviewing the project rankings developed by the EWGCOG staff.

The following set of principles assists EWGCOG staff and the planning committees in each state in reaching consensus on the program of local projects:

1. All projects must be consistent with clean air requirements and conform to the state's implementation plans for air quality.
2. All projects must have a financial plan that demonstrates how the sponsor will pay for the project.
3. Projects must have a reasonable, demonstrated degree of political and community support.
4. Provisions are made to encourage reasonable program equity among the counties.
5. Efforts are made to obtain maximum advantage of flexibility in the use of financial resources and ensure full use of federal, state, and local funds available to the region.
6. Each county (including the City of St. Louis) should have at least one project.

Funds anticipated for local projects are committed to the highest ranking projects. Adjustments are made to ensure each county has at least one project.

C. Project Selection

Project selection involves setting the priority list of eligible projects for funding through the STP-S program. These priorities are established locally and are based in large part on the project's consistency with *Connected2045*. Decisions regarding project selection are accomplished through the regional transportation planning process involving the East-West Gateway Council of Governments, Missouri Department of Transportation, Illinois Department of Transportation, local transit providers, and the citizens of the region.

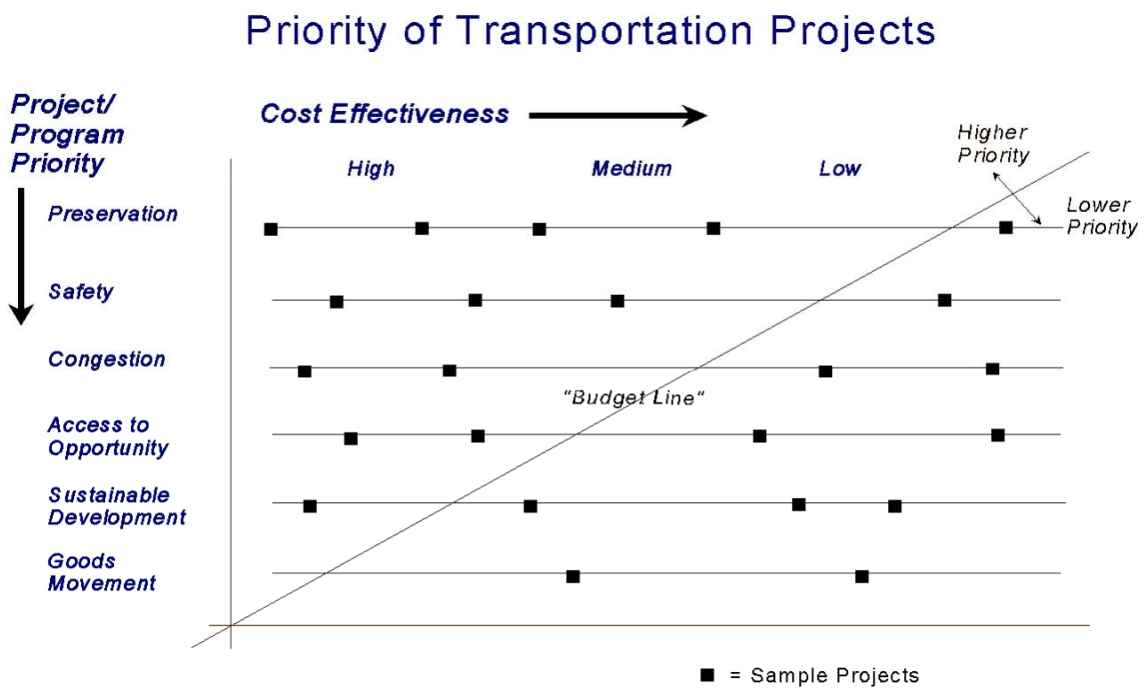
Two significant factors play a role in setting priorities for projects:

- Cost Effectiveness
- Project/Program Priority in the long range transportation plan

Cost effectiveness is used in the project selection process as a primary measure to establish priority. Projects that are highly cost effective have a higher priority than ones with a low cost effectiveness. This measure is used as a means of comparing various types of projects in a common way: cost per unit of benefit. Once projects are evaluated, they are ranked relative to cost effectiveness.

As illustrated in **Figure 2**, each of the evaluation areas are based on performance measures set in *Connected2045*. Projects above the "Budget Line" on the priority scale are considered "high priority" projects and will be included in the list of projects recommended for inclusion in the TIP. Projects recommended for inclusion in the TIP through the STP-S project selection process are presented to the Transportation Planning Committees (TPCs), the Interagency Consultation Group (IACG), the Executive Advisory Committee (EAC), and the Board of Directors of the EWGCOG. Additionally, public participation requirements will apply to the projects recommended for inclusion in the TIP.

**Figure 2**




D. Policy on Reasonable Progress

There has been increased concern in recent years regarding the implementation of projects programmed in the TIP. For various reasons, some projects have not progressed toward implementation several years after being programmed. The policy on Reasonable Progress has helped increase the number of programmed projects that are implemented in a timely manner. The implementation status of projects in this and previous TIPs is accounted for and reported through the Project Monitoring and Tracking Process.

For projects or programs included in the TIP, “reasonable progress” will have been made if the project has advanced to the point of obligating all federal funds programmed for that project in the current fiscal year, regardless of the phase of work (i.e., Preliminary Engineering (PE), Right of Way Acquisition (ROW), or Plans Specifications and Estimates (PSE)/Construction). If a project fails to obligate the programmed federal funds by September 30 of the current year, the funding for that year will be forfeited and returned to the regional funding pot. Actual progress toward implementation is measured against the schedule submitted by the project sponsor in the project application.

Reasonable Progress Policy Enforcement

Projects that do not obligate all federal funds for use by the September 30 suspense date will be removed from the TIP, and the federal funds associated with those projects will be returned to the regional funding pool for redistribution. The removal of projects from the TIP will require no further Board action and the sponsor would have to repay any federal funds already spent if the funding is forfeited.

If a project is realizing delays that will put the federal funding at risk of forfeiture (i.e., not meet a September 30 deadline), the project sponsor will have the opportunity to ask for consideration of a “one-time extension” in their project schedule. The one-time extension can only be requested for the implementation/construction phase of the project. The extension request will only be considered once a year, and has to be made before June 1 of the current fiscal year of the TIP.

To be considered for this extension the sponsor has to demonstrate on all counts: a.) The delay is beyond their control and the sponsor has done diligence in progressing the project; b.) Federal funds have already been obligated on the project or in cases that no federal funds are used for PE and/or ROW acquisition, there has been significant progress toward final plan preparation; c.) There is a realistic strategy is in place to obligate all funds.

One-time extensions of up to three (3) months may be granted by East-West Gateway staff and one-time extensions greater than three (3) months, but not more than nine (9) months, will go to the Board of Directors for their consideration and approval. Projects requesting schedule advancements will be handled on a case-by-case basis (subject to available funding) and are subject to the Board adopted rules for TIP modifications.

Reasonable Progress Project Monitoring

An extensive monitoring program has been developed to help track programmed projects and ensure that funding commitments and plans are met. Monthly tracking reports are developed and posted on the East-West Gateway website, utilizing project information provided by the project sponsor, IDOT and MoDOT District offices. Additionally, project sponsors are contacted, at least every six months, by EWGCOG staff for project status interviews.

## VI. Congestion Management Report and Regional ITS Architecture

Additional analysis is required by all project sponsors proposing a project to increase the carrying capacity for single occupant vehicles by adding through lanes or constructing a new road where the road is or will be classified on the Federal Roadway Functional Classification as an Arterial or above and extends for more than one mile or the whole distance between major route intersections. A major route intersection is where both of the intersecting roads are classified as an arterial or above.

This documentation must be submitted by the sponsoring agency and show that proper consideration of demand management strategies to address the congestion problems have been given.

To meet this requirement, an evaluation of the impact to SOV capacity of reasonable demand management strategies that fit in the corridor must be completed. The evaluation should estimate the ADT that can be reduced by the demand management strategies. If the remaining future ADT, after taking into account the reduction of SOVs as a result of reasonable demand management strategies, is sufficient to justify the increased capacity, the project is eligible to be added to the TIP.

The analysis must follow the framework of the *St. Louis Region Congestion Management Process Mitigation Handbook* and be included with the project application. The Congestion Mitigation Handbook provides a systematic approach and guidance for considering alternative strategies to address congestion. The handbook is available through EWGCOG and can be obtained by contacting Jason Lange in MO: (314) 421-4220 or IL: (618) 274-2750. The report should state whether or not the sponsor has considered all reasonable available strategies to manage the facility before choosing the proposed improvement. If the strategies are not being included, the report should state why. The strategies are included in **Appendix B**.

Projects with ITS elements must complete the ITS Project Consistency Statement. The statement is found on the TIP application web page.

**APPENDIX A – Eligible Activities for STP-S program**

(1) Construction of—

(A) highways, bridges, tunnels, including designated routes of the Appalachian development highway system and local access roads under section 14501 of title 40;

(B) ferry boats and terminal facilities eligible for funding under section 129(c);

(C) transit capital projects eligible for assistance under chapter 53 of title 49;

(D) infrastructure-based intelligent transportation systems capital improvements;

(E) truck parking facilities eligible for funding under section 1401 of MAP–21 (23 U.S.C. 137 note); and

(F) border infrastructure projects eligible for funding under section 1303 of SAFETEA–LU (23 U.S.C. 101 note).

(2) Operational improvements and capital and operating costs for traffic monitoring, management, and control facilities and programs.

(3) Environmental measures eligible under sections 119(g), 328, and 329 and transportation control measures listed in section 108(f)(1)(A) (other than clause (xvi) of that section) of the Clean Air Act (42 U.S.C. 7408(f)(1)(A)).

(4) Highway and transit safety infrastructure improvements and programs, including railway-highway grade crossings.

(5) Fringe and corridor parking facilities and programs in accordance with section 137 and carpool projects in accordance with section 146.

(6) Recreational trails projects eligible for funding under section 206, pedestrian and bicycle projects in accordance with section 217 (including modifications to comply with accessibility requirements under the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)), and the safe routes to school program under section 1404 of SAFETEA–LU (23 U.S.C. 402 note).

(7) Planning, design, or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

(8) Development and implementation of a State asset management plan for the National Highway System and a performance-based management program for other public roads.

(9) Protection (including painting, scour countermeasures, seismic retrofits, impact protection measures, security countermeasures, and protection against extreme events) for bridges (including approaches to bridges and other elevated structures)

and tunnels on public roads, and inspection and evaluation
of bridges and tunnels and other highway assets.
(10) Surface transportation planning programs, highway
and transit research and development and technology transfer
programs, and workforce development, training, and education
under chapter 5 of this title.
H. R. 22—29
(11) Surface transportation infrastructure modifications
to facilitate direct intermodal interchange, transfer, and access
into and out of a port terminal.
(12) Projects and strategies designed to support congestion
pricing, including electronic toll collection and travel demand
management strategies and programs.
(13) At the request of a State, and upon Secretarial
approval of credit assistance under chapter 6, subsidy and
administrative costs necessary to provide an eligible entity
Federal credit assistance under chapter 6 with respect to a
project eligible for assistance under this section.
(14) The creation and operation by a State of an office
to assist in the design, implementation, and oversight of publicprivate
partnerships eligible to receive funding under this title
and chapter 53 of title 49, and the payment of a stipend
to unsuccessful private bidders to offset their proposal development
costs, if necessary to encourage robust competition in
public-private partnership procurements.
(15) Any type of project eligible under this section as
in effect on the day before the date of enactment of the FAST
Act, including projects described under section 101(a)(29) as
in effect on such day.

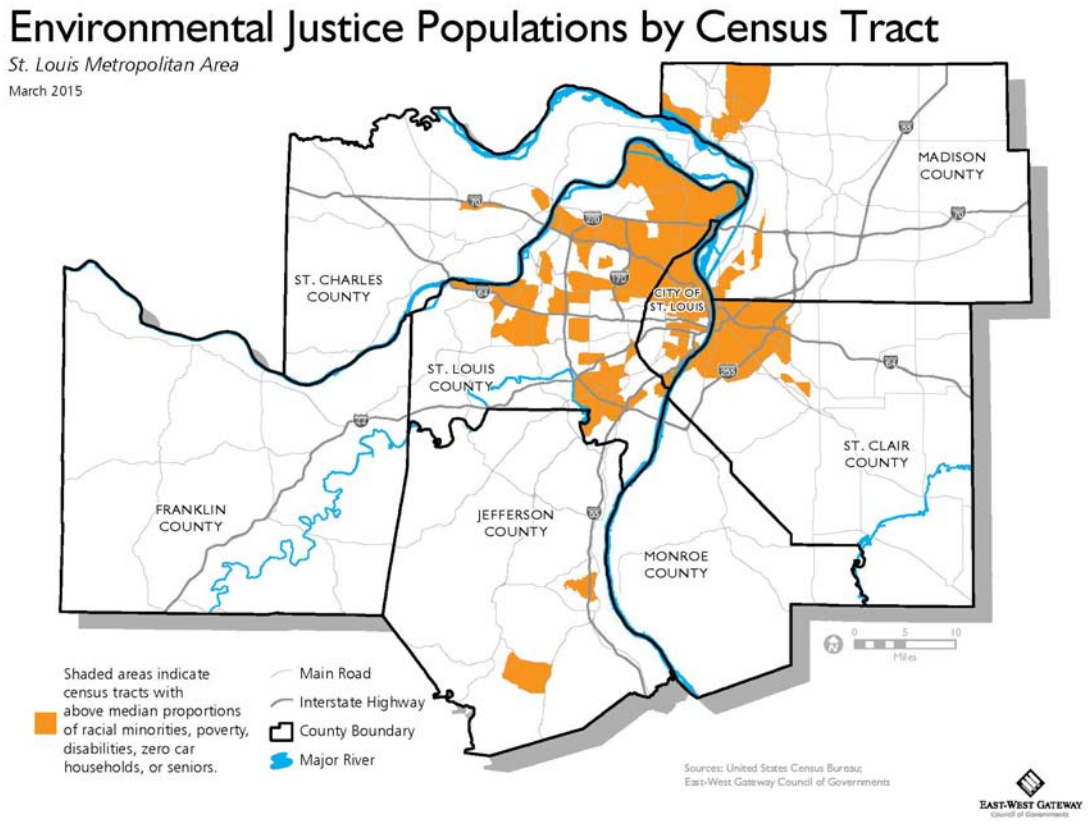
## Appendix B - Congestion Management Strategies

| Potential Congestion Management Strategies | |
|---|---|
| **Strategy Class** | **Representative Strategies/Measures** |
| Transportation Demand Management (TDM) Measures | Ridesharing (carpool/vanpool)<br>Alternative Work Arrangements (telecommuting, flex-time, compressed work week)<br>Transit and/or Shared Ride Subsidies<br>Parking Management<br>Guaranteed Ride Home Programs |
| Traffic Operational Improvements | Traffic Signal Improvements (timing improvements, demand-responsive signals, coordinated systems, computerized systems)<br>Roadway geometric Improvements (turn lanes, acceleration/deceleration lanes, channelization)<br>Time-of-Day Restrictions (turn restrictions, truck restrictions)<br>Ramp Metering<br>Commercial Vehicle Improvements<br>Construction Management |
| High Occupancy Vehicle (HOV) Measures | HOV Lane Priority<br>HOV Signal Priority<br>HOV Access Priority (ramp by-pass)<br>Support Facilities and Services (park-and-ride facilities) |
| Public Transit Capital Improvements | Exclusive Right-of-Way (rail, busways, bus lanes)<br>Bus By-Pass Ramps<br>Fleet Expansion<br>Vehicle Replacement/Upgrades<br>Transit Vehicle Management Systems<br>Park-and-Ride Facilities<br>Mode Change facilities (transit centers, transit rail stations) |
| Public Transit Operational Improvements | Transit Service Improvements (frequency, stop frequency, vehicle type, operating hours)<br>Transit Routing Changes (modifications, expansion)<br>Transit Coordination/Marketing<br>Transit Information Systems<br>Fare Reductions or Packages<br>Traffic Operations (signal preemption, turnouts, rail crossing coordination) |
| Bicycle and Pedestrian Improvements | Infrastructure Improvements (bike lanes, paths, sidewalks)<br>Support Services (bike racks and lockers, bike route maps) |
| Congestion Pricing | Road User Fees<br>Parking Fees |
| Growth Management Strategies | Land Use Policies/Regulation<br>Design Standards |
| Access Management | Driveway Control<br>Median Control<br>Frontage Roads |
| Incident Management | Detections<br>Response<br>Clearance<br>Information/Routing |
| Intelligent Transportation Systems (ITS) | Advanced Traffic Management Systems (ATMS)<br>Advanced Traveler Information Systems (ATIS)<br>Advanced Public Transportation Systems (APTS)<br>Commercial Vehicle Operations (CVO) |
| General Purpose Lanes | Freeway Lanes<br>Arterial Lanes |

## APPENDIX C – Environmental Justice and Project Utilization Index

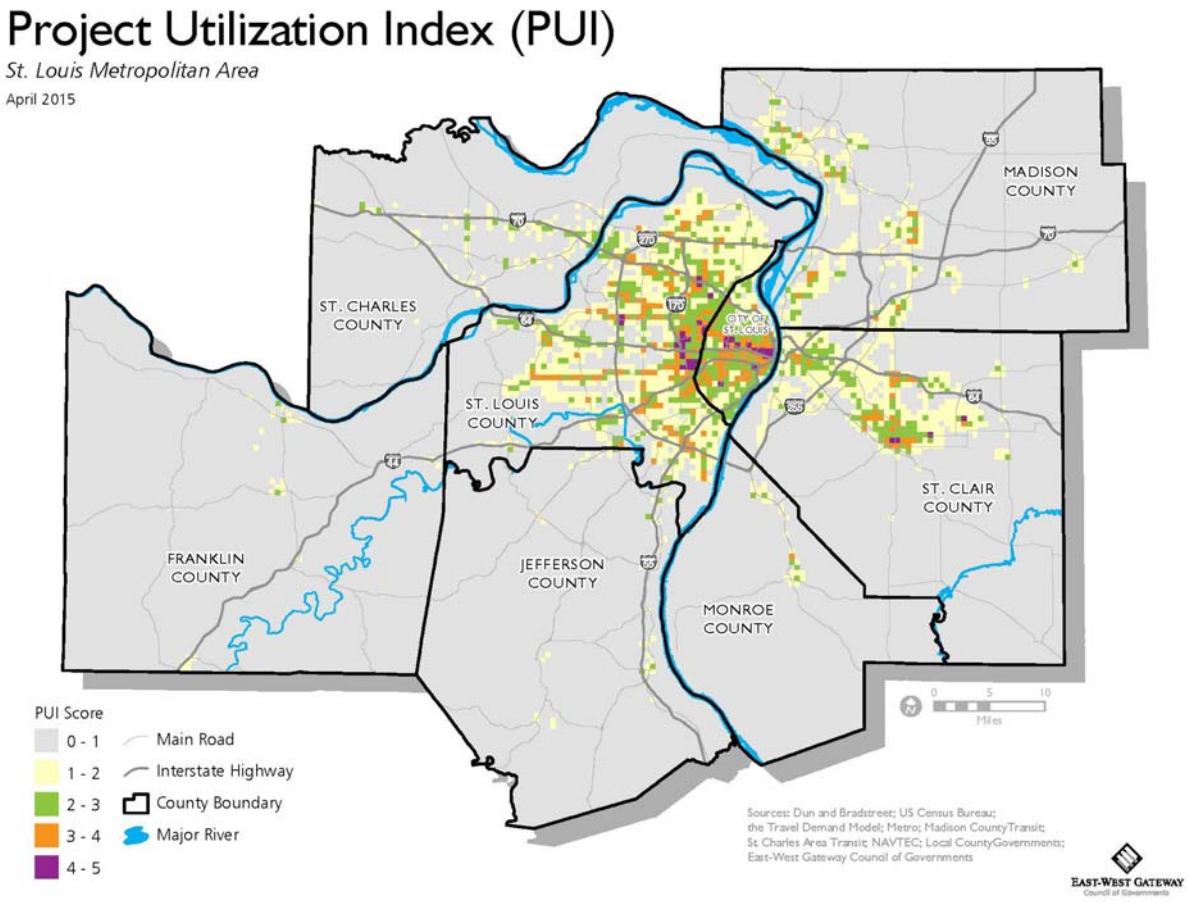
### Environmental Justice (EJ)

**To gain five points in the Access to Opportunity priority condition in the project application, the project must be located within a census tract or block group with above median proportions of racial minorities, poverty, disabilities, zero car households, or seniors. The map below shows EJ areas.**



**Project Utilization Index**

Using current or forecast data, the GIS tool allows us to develop project utilization index (PUI) within EWG region that meet or exceed threshold levels of land use (i.e., population, employment, and retails) and transit (i.e., LRT stations, bus stops, METRO and MTC transit centers). All datasets and their output are classified by manual breaks based on the combination of our best knowledge and judgment. Then, each range is assigned to the scores (0-5).



## APPENDIX D – Glossary of Terms

**Average Daily Traffic (ADT)**: The average number of vehicles passing a fixed point in a 24-hour time frame.

**Bridge Sufficiency Rating**: A rating of the structural soundness of a bridge conducted by the state department of transportation.

**Carbon Monoxide (CO)**: A gas without color and odor which is toxic because too much of it can dangerously reduce oxygen in the bloodstream.

**Congestion Management Process (CMP)**: Replaced the Congestion Management System (CMS) concept. SAFETEA-LU requires that each Transportation Management Area (see definition of TMA) address congestion management through a *process* that provides for effective management and operation of new and existing transportation facilities through the use of travel demand reduction and operational management strategies. Unless they are part of a CMP, future highway projects that significantly increase capacity for single occupant vehicles (SOVs) generally are ineligible for federal funds.

**East-West Gateway Council of Governments (EWGCOG)**: The council of governments, regional planning commission, and federally designated Metropolitan Planning Organization (MPO) for the St. Louis region. As MPO, East-West Gateway is responsible for the planning and coordination of federally-funded transportation programs in the region, and related short and long-range planning.

**Environmental Protection Agency (EPA)**: EPA is the source agency of air quality control regulations affecting transportation.

**Fixing America's Surface Transportation (FAST)**: Enacted by Congress and signed by the President in December 2015

**Federal Highway Administration (FHWA)**: Division of the U.S. Department of Transportation which funds highway planning and programs.

**Federal Transit Administration (FTA)**: Division of the U.S. Department of Transportation which funds transit planning and programs.

**Fiscal Year (FY)**: Federal fiscal year that begins October 1 and ends September 30 of the next calendar year.

**Functional Class**: Functional classification is the process by which streets and highways are grouped into classes, or systems, according to the character of service they are intended to provide. Examples include: interstate, expressway, principal arterial, minor

arterial, collector, rural minor collector, and local street. Usage of federal funds can be limited by the roadway functional class.

**Highway**: Term applies to roads, streets, and parkways, and also includes rights-of-way, bridges, railroad crossings, tunnels, drainage structures, signs, guard rails, and protective structures in connection with highways.

**Highway Safety Improvement Program (HSIP)**: New SAFETEA-LU program structured and funded to make significant progress in reducing highway fatalities. Replaces the 10% set-aside for safety in the Surface Transportation Program (STP-F) under TEA-21. Increases funding for infrastructure safety and requires strategic highway safety planning.

**Illinois Department of Transportation (IDOT)**: The department charged by Illinois state law with the responsibility of highway construction.

**Illinois Environmental Protection Agency (IEPA)**: IEPA is the state environmental protection agency that monitors and enforces the regulations pertaining to air quality control and transportation.

**Intelligent Transportation Systems (ITS):** Uses state of the art technology to improve travel on a region's major roadways

**Level of Service:** Measure of the quality of flow of a transportation facility. Level of service definitions generally describe traffic conditions in terms of speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience. It is characterized by a letter from A to F, with LOS A being the best operating conditions and LOS F being the worst.

**Madison County Transit (MCT)**: MCT is the transit service operating agency of the Madison County, Illinois Transit District. The District funds MCT as well as Metro bus services and ACT paratransit through a 1/4-cent sales tax.

**Major Transportation Investment Analysis (MTIA)**: A study, required by ISTEA, to evaluate alternative transportation solutions to a corridor or subarea transportation problem.

**Metro (formerly Bi-State Development Agency)**: The federally designated mass transit operator for the St. Louis region.

**Metropolitan Planning Organization (MPO)**: The organizational designated by law with lead responsibility for developing transportation plans and programs in urbanized areas of 50,000 of more in population. The East-West Gateway Council of Governments was incorporated in 1965 as the metropolitan planning organization for the City of St. Louis; Franklin, Jefferson, St. Charles, and St. Louis counties in Missouri; and Madison, Monroe, and St. Clair counties in Illinois.

**Missouri Department of Transportation (MoDOT)**: The department charged by Missouri state law with the responsibility of highway construction.

**Missouri Department of Natural Resources (MoDNR)**: MoDNR is the state agency with the responsibility to monitor and enforce the regulations pertaining to air quality control and transportation.

**Moving Ahead for Progress in the 21st Century (MAP-21):** By transforming the policy and programmatic framework for investments to guide the system's growth and development, MAP-21 creates a streamlined and performance-based surface transportation program and builds on many of the highway, transit, bike, and pedestrian programs and policies established in 1991.

**Off-System Bridge Funds (BRO)**: An annual allocation of Bridge funds available to Missouri counties for bridge replacement or rehabilitation projects on off system roadways. These funds are distributed to counties by the state.

**On-System Bridge Funds (BRM)**: A allocation of Bridge funds available to Missouri counties to replace or rehabilitate a bridge on a roadway functionally classified as a collector or above. These funds are programmed by the EWGCOG.

**Project Utilization Index (PUI):** A measure of landuse (i.e population, employment, and retail) and transit (i.e. MetroLink stations, bus stops, transit centers).

**Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)**: Legislative initiative by the U.S. Congress reauthorizing and restructuring funding and planning for highway and transit programs. SAFETEA-LU authorizes increased levels of highway and transportation funding beyond ISTEA and TEA-21.

**Single Occupant Vehicle (SOV)**: A SOV is a vehicle used to get just one person to a destination.

**State Implementation Plan (SIP)**: A required planning document prepared by states and submitted to EPA for approval. SIPs identify state actions and programs to implement designated responsibilities under the Clean Air Act.

**Surface Transportation Program (STP)**: A categorical funding program that can be used for a wide variety of purposes, including: roadway construction, reconstruction, resurfacing, restoration, and rehabilitation; roadway operational improvements; capital costs for transit projects; highway and transit safety improvements; bicycle and pedestrian facilities; scenic and historical transportation facilities; preservation of abandoned transportation corridors; advanced truck stop electrification systems; projects relating to intersections that have disproportionately high accident rates and have high congestion; environmental restoration and pollution abatement; and control of terrestrial and aquatic noxious weeds and establishment of native species. Funds are distributed to

states based on each state's lane miles of Federal-aid highways, total vehicle miles traveled on those highways, and estimated contributions to the Highway Trust Fund.

**Surface Transportation Program - Enhancement (STP-E)**: A 10% set aside of the statewide STP apportionment that must be used for non-traditional transportation projects.

**Surface Transportation Program - Suballocated (STP-S)**: A minimum amount of the statewide STP apportionment available to metropolitan areas over 200,000 population. These funds are programmed by the EWGCOG.

**Transportation Improvement Program (TIP)**: The official list of projects that are programmed for implementation over the next four years.

**Transportation Management Area (TMA)**: All urbanized areas over 200,000 in population. Within a TMA, all transportation plans and programs must be based on a continuing and comprehensive planning process carried out by the Metropolitan Planning Organization in cooperation with states and transit operators. The TMA boundary affects the responsibility for the selection of transportation projects that receive federal funds.

**Vehicle Miles of Travel (VMT)**: A standard area-wide measure of travel activity. Most conventional VMT calculation is to multiply average length of trip by the total number of trips.

**Vehicle Occupancy Rate (VOC)**: Persons per passenger vehicle. Average Daily Traffic (ADT): The average number of vehicles passing a fixed point in a 24-hour time frame.

## APPENDIX E - Roadway Safety Audit

A Road Safety Audit (RSA) is the formal safety performance examination of an existing or future road or intersection by an independent, multidisciplinary team. It qualitatively estimates and reports on potential road safety issues and identifies opportunities for improvements in safety for all road users. The FHWA works with State and local jurisdictions to integrate RSAs into the project development process for new roads and intersections, and also encourages RSAs on existing roads and intersections.

The aim of an RSA is to answer the following questions:

- What elements of the road may present a safety concern: to what extent, to which road users, and under what circumstances?
- What opportunities exist to eliminate or mitigate identified safety concerns?

Public agencies with a desire to improve the overall safety performance of roadways under their jurisdiction should be excited about the concept of RSAs. Road safety audits can be used in any phase of project development from planning and preliminary engineering, design and construction. RSAs can also be used on any sized project from minor intersection and roadway retrofits to mega-projects.

Most State DOTs have established traditional safety review processes. However, a road safety audit and a traditional safety review are different processes. It is important to understand the difference between the road safety reviews that are commonly performed and newer road safety audits. The main differences between the two are shown below:

What is the difference between RSA and a Traditional Safety Review?

| Road Safety Audit | Traditional Safety Review |
|---|---|
| Performed by a team independent of the project | The safety review team is usually not completely independent of the design team. |
| Performed by a multi-disciplinary team | Typically performed by a team with only design and/or safety expertise. |
| Considers all potential road users | Often concentrates on motorized traffic. |
| Accounting for road user capabilities and limitations is an essential element of an RSA | Safety Reviews do not normally consider human factor issues. |
| Always generates a formal RSA report | Often does not generate a formal report. |
| A formal response report is an essential element of an RSA | Often does not generate a formal response report. |

Please refer to the Federal Highway Administration's RSA section at http://safety.fhwa.dot.gov/rsa/

**APPENDIX F – Present Serviceability Rating (PSR) for Sidewalk Evaluation -**

**Present Serviceability Rating (PSR) for Sidewalk Evaluation**

For projects that are replacing existing sidewalks, the sponsor is required to evaluate the current sidewalk conditions. Replacement sidewalks would be evaluated with preservation as the main priority, while new sidewalks would be evaluated with safety as the main priority. If project is a hybrid (new sidewalk where none exist and sidewalk replacement) please contact Gateway staff for additional guidance.

The PSR provides a visual rating system for sidewalks. Due to the subjective nature of condition assessment, it is recommended that a team independently rates each sidewalk, and then reveals and explains their rating to each other. After negotiating a rating, the PSR rating is assigned and recorded. It is recommended that the team independently assigns a priority level to each block section. Each side of the block should be evaluated and then combined for a final score.

Condition, not related to curb and sidewalk distresses, should be surveyed for each block segment. An example of a PSR sidewalk evaluation is below:

| Street | Cross Street 1 | Cross Street 2 | Side | Rating | Length | Notes |
|---|---|---|---|---|---|---|
| River St | Creek Rd | Brook Ave | North | 2 | 200 feet | School |
| River St | Creek Rd | Brook Ave | South | n/a | n/a | |
| River St | Brook Ave | Culvert Way | North | 1 | 200 feet | |
| River St | Brook Ave | Culvert Way | South | 2 | 200 feet | |
| River St (all) | Creek Rd | Culvert Way | Both | 1.7 | 600 feet | |

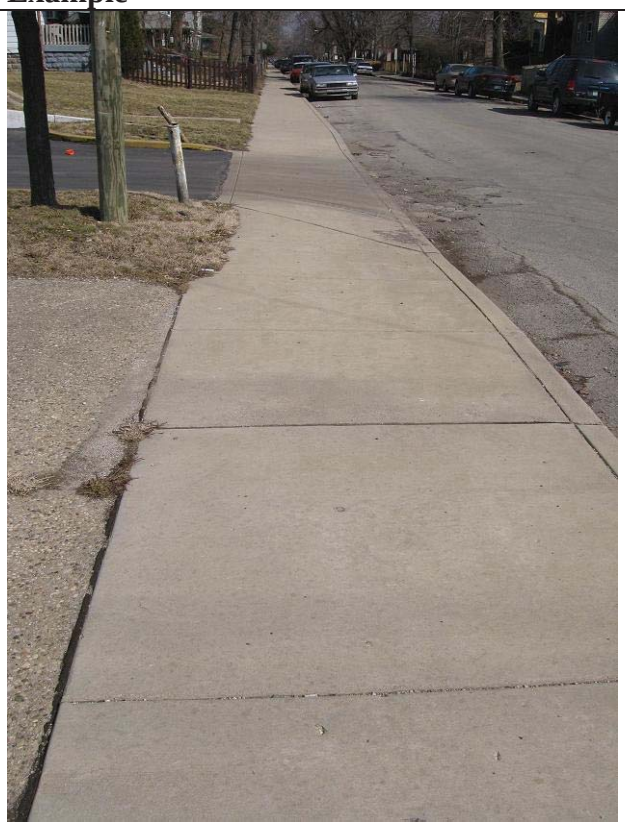
***Location Notes.*** Location notes should be made to provide insight into the surroundings of each block segment. These notes should include reference to residential, retail/business,churches, schools, and vacant buildings or properties. These notes will supplement the assessments given.
***Pictures.*** Pictures should be taken to document each block's condition. The primary focus should be placed on blocks with one or more distresses present, or blocks with a priority level of one or two. These photographs will supplement the assessments by providing visual support for the recommendations.
***Map.*** A map showing the evaluation locations shall be included with application. The evaluation locations must be made at a uniform distance.

The following pages may be used to guide in the sidewalk evaluation.

**Table 7: Present Serviceability Rating (PSR) Description and Example**

| PSR Rating | Description | Example |
|---|---|---|
| 0 | Totally deteriorated | |
| 1 | Poor condition | |

| PSR Rating | Description | Example |
|---|---|---|
| 2 | Below average to average condition. 2.5 is considered average | |
| 3 | Good to above average condition | |

| PSR Rating | Description | Example |
|---|---|---|
| 4 | Very good condition |  |
| 5 | Brand new or excellent condition | |