



MEETING OF THE
ADMINISTRATION/PUBLIC WORKS COMMITTEE
Tuesday, August 2, 2016 at 6:00 PM
Community Room -- 16860 Main Street

- I. Roll Call
- II. Approval Of Minutes (June 7, 2016 Meeting)

Documents:

[DRAFT MINUTES OF JUNE MEETING.PDF](#)

- III. Public Participation

- IV. Administration

- A. For Information

- 1. Financial Update (Wards – All)

- B. For Action - None

- V. Public Works

- A. For Information - None

- B. For Action

- 1. Review Of Construction Bids For Fox Creek Bridge Replacement (Ward Six)

Documents:

[REVIEW OF CONSTRUCTION BIDS FOR THE FOX CREEK ROAD
BRIDGE REPLACEMENT.PDF](#)

- 2. Review Of Construction Bids For Route 100 Pedestrian Bridge (Wards Five And Eight)

Documents:

[REVIEW OF CONSTRUCTION BIDS FOR THE ROUTE 100 PED
BRIDGE.PDF](#)

- 3. Design Contract For Pedestrian Safety Improvements (Wards One, Three, Five, Seven And Eight)

Documents:

[DESIGN CONTRACT FOR PEDESTRIAN SAFETY IMPROVEMENTS.PDF](#)

VI. Items Not Ready For Action

- A. Senior Programming Update (Wards – All)
- B. Lower Meramec Floodplain Mapping Tool - Potential Cost Share Agreement (Ward Six)
- C. Update To The Wildwood Town Center Sanitary Sewer Study (Ward One)

VII. Other

VIII. Next Meeting: Wednesday, September 7, 2016

IX. Adjournment

If you would like to submit a comment regarding an item on this meeting agenda, please visit the [Form Center](#).

The Council Administration/Public Works Committee 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 Council Administration/Public Works Committee 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]; And/or Proprietary Technological Materials [RSMO 61-.021(15)1994].

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WILDWOOD®

Administrative/Public Works Committee

Record of Proceedings

Tuesday, June 7, 2016 at 6:00 pm

City Hall Community Room at 16860 Main Street

I. Welcome and Roll Call

The meeting was called to order at 6:03 pm. A voice roll call was taken with the following results:

Committee Members in Attendance:

Chair Joe Garritano
Council Member Sue Cullinane
Council Member Katie Dodwell
Council Member Debra McCutchen
Council Member Jerry Porter
Council Member Ed Marshall

Committee Members Absent:

Council Member Greg Stine
Council Member Larry McGowen

Staff Members in Attendance:

City Administrator Ryan Thomas
Director of Public Works Rick Brown
Meeting Recorder Carla Patrick

II. Approval of Meeting Minutes from April 12, 2016

Chair Garritano inquired as to any proposed changes to the minutes and without such, Council Member McCutchen made a motion for approval. Council Member Dodwell seconded the motion. All were in favor, so MOTION APPROVED.

III. Public Participation

IV. Administration

A. For Information

1. Financial Update (Wards – All)

City Administrator Thomas provided the monthly chart of sales tax trends. Upon inquiry by Council Member Dodwell, he responded that the drop was a normal fluctuation.

B. For Action

1. Purchase of Accounting Software (Wards – All)

Council Member McCutchen inquired as to the hardware/licensing charges. City Administrator Thomas explained this includes increased hardware requirements for our system. Council Member Marshall believes outsourcing as much as possible is a better option due to ongoing costs. Council Member Cullinane suggested that Finance Director Kaiser's recommendation should be supported. Council Member Dodwell requests

assurance that data is protected within an in-house server. Council Member Porter asked again about efficiency and cost values, wherein it was confirmed that costs between in-house processing and outsourcing showed in-house to be most cost efficient long term. Chair Garritano feels we can continue to manage payroll in-house, as it is important to keep the accounting system integrated for best efficiency. Chair Garritano submitted the comment of Council Member McGowen in his absence, and that was his support of the payroll remaining in-house. Council Member Marshall requested that the presentation to City Council be separated by module.

Council Member Cullinane motioned for the approval of the purchase of the payroll software upgrade as a part of the proposed Accounting Software Upgrade. This motion was seconded by Council Member Porter. All members were in agreement, excepting Council Member Marshall's opposition. MOTION APPROVED.

2. Policy on the Use of City Hall Meeting Rooms (Ward – All)

City Administrator Thomas reminded the Committee that this issue was brought forward by a resident at last meeting. The resident, Anthony Hough, inquired as to the City's policy compared with similar municipalities. City Administrator Thomas explained that the City's municipal code statement regarding non-partisan activities is specific to elections. He also reported the policies of several other municipalities. When this issue was previously addressed, the council elected that the Code remain unchanged. Council Member Porter motioned that the Code be amended to permit City Hall use by political parties, with Council Member McCutchen seconding such motion.

Discussion ensued as to the true availability of city hall in light of the heavy City meeting schedule and the coordination of the requisite police presence. Council Member Marshall noted that in prior review of this policy, it was determined that only about three nights per month could be available for use by outside parties. Other community gathering venues would be more cost efficient. Discussion continued regarding the possible expanded definition of political party and how that may counter the position of neutrality of the City. Council Member Porter strongly feels that taxpayers should be allowed use of City Hall. It was concluded that specific wording for such a proposed amendment would be critical, requiring drafting by the City Attorney.

Therein, Council Member Porter revised his motion to ask that the words "political meetings" be stricken from the portion of the Code outlining Uses Not Permitted. No second of this motion was received, wherein the motion was withdrawn.

3. 2017 Community Development Block Grant Funding (Wards – All)

City Administrator Thomas reported that there is a public hearing scheduled for June 23rd for discussion of the City's allocation of \$25,500 in CDBG funds. In 2016, the City allocated these funds to senior programming and services with the funds becoming

available this August. He recommends that we continue funding this initiative. Council Member McCutchen requested specific examples of collaboration with the YMCA and the Community College. He offered examples to include shared marketing and awareness. Council Member Dodwell requested an outline of tasks for this project from the City's Special Projects Coordinator, Lynne Greene-Beldner. City Administrator Thomas noted that several areas of service are being considered. Council Members Dodwell and Marshall requested at least three clearly identified primary services that the funds would be used for. It was also noted that this could be area that Girard Group could enhance.

A motion was made by Council Member Porter with a second by Council Member Cullinane to recommend the 2017 allocation of \$25,500 to continue the City's initiative to provide expanded senior services through the CDBG, and that the City Administrators presentation will include the defined intentions of 2016 allocation. All members were in agreement, so MOTION APPROVED.

V. Public Works

A. For Information

None

B. For Action

1. Route 109 Pedestrian Tunnel Consultant Contract (Ward Six)

The City has received approval for federal funding for the pedestrian tunnel, which reimburses the City for 50% of costs up to \$350,000 (which is in agreement with costs projections). The next step is to engage an engineering consultant for design plans. The concept for this tunnel resulted from the ongoing Highway 109 improvement designs by HR Green. However, the tunnel is not part of the current scope of work. After negotiations on this specific need, their proposal has been submitted for a not-to-exceed sum of \$99,952.88. Council Member Cullinane inquired as to the space needs in consideration of the future Highway 109 plans at this area (bridge and south side round-about. Director of Public Works Brown noted that this would be the benefit of HR Green's design, as they are the consultant for those designs.

Council Member Marshall feels the proposal is high, since they are already engaged in area projects. Director of Public Works Brown explained that charges are based on hours worked for tasks required vs. dollar costs first. Discussion continued to include cost versus actual utilization, recent safety issues and that this is a part of the overall railway system. Council Member McCutchen would prefer a tunnel be placed under Highway 109 at Taylor Road.

Council Member Dodwell made the motion to approve a consulting agreement with HR Green, and such motion was seconded by Council Member Cullinane. All members were in agreement, excepting Council Member McCutchen so MOTION APPROVED.

2. Update to the Wildwood Town Center Sanitary Sewer Study (Ward One)

Director of Public Works Brown reported that in 2003 a study of sanitary sewer service was completed and led to the formation of the NID for expanded sewer system from Town Center westward to area of Old Pond School. The recent proposal of an added subdivision by Payne Family Homes on the Slavik property jeopardizes the dynamics of the current sewer services for the more westward recipients.

MSD advises that the City update the 203 study based on current land uses. This update would also address the potential sewer service expansion westward toward Wildwood Middle School. Council Member Marshall noted that the expansion would be charged to the property owners who would receive the sewer service and therein, should be worded adequately for usage in a potential NID. Council Member McCutchen believes this cost should be incurred by Payne Family Homes, since they are requesting the change in land usage, which would create the problem. Others agreed that the costs need to be associated with Payne, also noting the risk with MSD if the City uses up the current capacity via the subdivision. This area was not originally planned residential. City Administrator Thomas informed all that the Master Plan update created an area of residential zoning behind the Highway 109 frontage.

Motion was made by Council Member Cullinane authorizing the City to request quotes and qualifications from consultants to present to this Committee for further consideration. This motion was seconded by Council Member Dodwell. All were in agreement, excepting opposition by Council Member McCutchen. MOTION APPROVED.

VI. Items Not Ready for Action

- A. Financial Update (Wards – All)**
- B. Senior Programming Update (Wards – All)**
- C. Lower Meramec Floodplain Mapping Tool – Potential Cost Share Agreement (Ward Six)**

VII. Other

Council Member Dodwell inquired as to the condition of median vegetation along Highway 100 and the future plans for such. City Administrator Thomas noted that it would be considered in the Budget.

VIII. Next Meeting: Tuesday, July 12, 2016

IX. Adjournment

Motion to adjourn was made by Council Member Dodwell and seconded by Council Member Cullinane. All were in agreement, so meeting adjourned at 7:44 pm.



MEMORANDUM

To: Administration/Public Works Committee Members

From: Rick C. Brown, PE, PTOE
Director of Public Works / City Engineer

Date: July 29, 2016

Re: Review of Construction Bids for Fox Creek Road Bridge over Hollow Tributary

Background

On Tuesday July 26, the Department opened bids for the replacement of the Fox Creek Road Bridge project. This project, which is federally funded, is included in the City's 2016 Capital Improvement Program and was budgeted to cost \$610,000. The City will pay 20% of the cost of the project, with the remaining 80% covered by the federal funds (not to exceed \$560,000). A total of six (6) bids were opened for the project with L. Krupp Construction being the low bid at the amount of \$618,754.50. (The complete tabulation of bids is provided on the following sheet.)

Recommendation

The Department of Public Works recommends authorizing a contract with Krupp Construction for the Fox Creek Road Bridge project, in the amount of \$618,754.50, with a \$56,245.50 contingency for additional work as identified by the Department.

Reasons for Recommendation

- As six bids were submitted, the Department is satisfied that competitive bids were received for the project.
- Krupp Construction submitted the lowest bid, and has successfully completed several projects for the City.
- While the low bid was over the budgeted amount, the Department feels the overage can be accounted for with the upcoming bids for the Woods Road Bridge Project. Also, if the City chose not the award the project, we would likely lose the federal funding for the project.

Assuming a recommendation authorizing the contract with Krupp Construction from the Committee, the Department will prepare an authorizing bill, which will be submitted to the City Council for consideration on August 8th.

I will be available for any questions or comments at the August 2, 2016 Administration/Public Works Committee Meeting.

RCB

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Fox Creek Bridge Replacement - STP-5500(673)

Table with columns: LINE NUMBER, ITEM NUMBER, ITEM DESCRIPTION, UNITS, QUANTITY, UNIT PRICE, EXTENDED PRICE, KRUPP CONSTRUCTION, GERSHENSON CONSTRUCTION CO., INC., NB WEST CONTRACTING CO., KCI CONSTRUCTION CO., INC., L. KEELEY CONSTRUCTION CO., KELPE CONTRACTING, INC. Includes sub-sections for ROADWAY ITEMS, SIGNING/STRIPING ITEMS, and BRIDGE ITEMS, with a final TOTAL BID = \$782,764.80.

CONTRACT AGREEMENT

This is an agreement made and entered into the _____ day of _____ 20 ____ by and between the City of Wildwood, Missouri (hereinafter called "City") and L.F. Krupp Construction, Inc., a Corporation with offices at 415 Old State Road, Ballwin, (hereinafter MO 63021 _____ called "Contractor").

WITNESSETH: That Whereas, the Contractor submitted the successful bid for the: Fox Creek Road Bridge over Hollow Tributary.

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

ARTICLE I.

The Contract Documents

The Contract Documents consist of the Bid, Instructions to Bidders, Notice to Contractors, Job Special Provisions, State Wage Determination, Bid Bond, Specifications, Drawings, Construction Schedule, all Addenda, all Modifications issued after execution of this Contract, and this Agreement which together form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the Notice to Contractors are applicable to this Agreement.

ARTICLE II.

Performance of the Work

The Contractor, acting as an independent contractor, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the Contract Documents and any applicable City ordinances, and state and federal laws. Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he 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.

ARTICLE III.

Prevailing Wages

All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the prevailing hourly rate of wages for work in this locality as established by the State of Missouri Department of Labor and Industrial Relations and the Federal Employment Standards of the Department of Labor. Contractor hereby acknowledges that Contractor knows the prevailing hourly rate of wages for this project. In accordance with Section 290.250 of the Revised Statutes of the State of Missouri, Contractor shall forfeit to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under this contract by the Contractor or any subcontractor under the Contractor.

ARTICLE IV.

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within ten (10) days of the date of the written notice to proceed from the City to the Contractor and shall be completed within 120 consecutive calendar days from and including the date of said written notice to proceed.

ARTICLE V.

The Contract Sum and Payments

The Contract Sum shall be Six Hundred Eighteen Thousand, Seven Hundred Fifty Four Dollars and 50 Cents (\$618,754.50). Based upon Applications for Payment submitted by the Contractor on or before the first day of the month, in accordance with the General Conditions and the rates and/or amounts stated in the bid of the Contractor dated July 26, 2016 which is by reference made a part hereof, the City shall pay the Contractor for the performance of the work as follows:

(1) The portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work through the period ending up to the last day of the preceding month, less the aggregate of all previous progress payments;

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

ARTICLE VI.

Manner and Time of Completion

(a) The Contractor shall prepare and submit for the City's approval a Construction Schedule for the Work in a bar chart format. Said Construction Schedule shall indicate the dates for starting and completing the various stages of construction. Said Construction Schedule shall be submitted to the City within fourteen days after Contractor is awarded the Contract or by the time of the Preconstruction Conference, if one is held.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provision of Article VII hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of nine hundred and fifty dollars (\$950.00) 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 he shall promptly take, and cause his 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. However, if the delay is excusable under Article VII hereof, the Contractor will not be required to take, or cause his 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 VII hereof shall be borne by the Contractor.

ARTICLE VII.

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 VI hereof, provided the Contractor takes such action as is necessary to remedy the delay in the manner specified in paragraph (c) of Article VI 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 great 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 therefor 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 his rights under this Article VII.

ARTICLE VIII.

Changes in the Work

(a) The City may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall 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 VI and Article VII 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 shall be adjusted by agreement between the parties to reflect such decrease.

(c) 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 IX.

Termination by City or Contractor

(a) If the Contractor is adjudged to be 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 fails, except in cases for which 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 prompt payment for material or labor, or disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, terminate the Contract by giving written notice to the Contractor and his surety. Upon such notification the City shall be entitled to take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient, which may include, but is not limited to, the City itself completing the work or the City hiring others to complete said work. 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 Contract Sum shall exceed the expenses of finishing the Work, including additional engineering, architectural, managerial and administrative expenses, and liquidated damages, such excess shall be paid to the Contractor. If such expenses and damages 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 paragraph, 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 therefor, 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, 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 IX, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

ARTICLE X.

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect insurance coverage with an insurance carrier that meets the requirements stated in the General Conditions and is acceptable to the City. The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions. These insurance requirements shall not be construed to limit the liability of the Contractor or its Subcontractors for damages for work hereunder and shall not be construed as any waiver of sovereign immunity.

The Contractor and all Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts stated below: Limits shall be per project.

- (a) Commercial General Liability - Occur
 - Each Occurrence: \$ 1,000,000
 - Damage to Rented \$ 10,000
 - Medical Expenses (Any one person) \$ 5,000
 - Personal & Adv Injury \$ 1,000,000
 - General Aggregate \$ 2,000,000
 - Products – Comp/Op Agg \$ 2,000,000

- (b) Automobile Liability – Any Auto
 - Combined Single Limit \$1,000,000 each accident

- (c) Excess/Umbrella Liability
 - Each Occurrence \$5,000,000

- (d) Worker's Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employer's Liability coverage \$500,000.

No policy shall be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion or collapse.

Certificates evidencing all required insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state: "The City of Wildwood, its officers, officials, employees and agents are added as additional insureds for general liability, automobile liability and umbrella liability policies. Coverage under such policies shall be primary and non-contributory coverage with the Additional Insured's coverage being excess and shall include Completed Operations coverage."

ARTICLE XI.

Arbitration

All claims, disputes and other matters in question arising out of, or relating to, the Contract of the breach thereof, except for claims which have been waived by the acceptance of final payment as provided by General Condition Article 7, Sub-paragraph 7.4.4, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be given in writing to the other party to the Contract and filed with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in questions would be barred by the applicable statute of limitations.

The Contractor shall carry on the Work and comply with the Construction Schedule during any arbitration proceedings, unless otherwise agreed by the City in writing.

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

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

CITY OF WILDWOOD

ATTEST:

(SEAL)

By _____

CONTRACTOR

ATTEST:

(SEAL)

By _____

Printed Name:

Printed Name:

Title: _____

Title: _____



MEMORANDUM

To: Administration/Public Works Committee Members

From: Rick C. Brown, PE, PTOE
Director of Public Works / City Engineer

Date: July 29, 2016

Re: Review of the Construction Bids for the Eatherton Road Pedestrian Bridge over Route 100

Background

On Wednesday, July 27, the Department opened bids for the construction of the Eatherton Road Pedestrian Bridge over Route 100. This project, which is federally funded, is included on the 2016 City's Capital Improvement Program. The construction of the project is currently budgeted to cost \$1,200,000 and the Engineers Estimate was \$1,239,270. The federal funds will pay 50% of the cost of the project up to the amount of \$450,000. A total of six (6) bids were opened for the project with KCI Construction being the low base bid amount of \$1,364,859. (The complete tabulation of bids follows.)

Recommendation

The Department of Public Works recommends authorizing a contract with KCI Construction for the Eatherton Road Pedestrian Bridge project, in the amount of \$1,364,859, with a \$95,500 contingency for additional work as identified by the Department.

Reasons for Recommendation

- As six bids were submitted, the Department is satisfied that competitive bids were received.
- KCI Construction submitted the lowest bid. While they have not completed a project for Wildwood, they have successfully completed numerous large projects around the St. Louis area.
- While the low bid was about 10% over the Engineers Estimate, there are funds in the 2016 Capital Improvement Program for "Future Trail Development – Construction" which can be used to address the increase. In addition, a failure to award this project would likely result in the loss of the federal funds.

Assuming the Committee recommends authorizing a contract with KCI for this project an authorizing bill will be prepared and submitted to the City Council for consideration on August 8th.

I will be available for any questions or comments at the August 2, 2016 Administration/Public Works Committee Meeting.

RCB

Planning Tomorrow Today



August 2, 2016

MEMORANDUM

To: Administration/Public Works Committee Members of the City of Wildwood

From: Department of Planning and Parks

Re: **Bid Results for 2nd Pedestrian Bridge Over State Route 100**

Cc: The Honorable James R. Bowlin, Mayor
Planning/Economic Development/Parks Committee Members
Ryan S. Thomas, P.E., City Administrator
John A. Young, 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

A bid opening was recently completed on the proposed 2nd pedestrian bridge over State Route 100. The bid opening was the result of over two (2) years of effort on the part of the Departments of Public Works and Planning, as well as the Planning/Economic Development/Parks Committee. Over the course of this two (2) year period, a planning session was held at its start to frame what type of bridge would be constructed and the characteristics it would include in its design, along with incorporating lighting, landscaping, and the development of plaza areas on either end of the proposed span. This design and engineering process resulted in a bridge with many of the characteristics of the City's first pedestrian bridge, but with more focus on its function as a component of the overall trail network along State Route 100.

The review process for this proposed bridge was lengthy and involved the State of Missouri and the Federal Highway Administration (FHA), given State Route 100 is a major transportation corridor the Missouri Department of Transportation (MoDOT) has designated as a bypass route for large vehicles that cannot meet height or width restrictions associated with the interstate system. The height of this bridge is more substantial, given this designation by the Missouri Department of Transportation (MoDOT). The approvals finally were granted in late May. Shortly, thereafter, the bidding process was begun.

The bidding process is explained in the Department of Public Works' report on this bridge. The Department would want to note, as part of its support of this project, this particular location has been considered by the City for a pedestrian bridge since the inception of the City's trail plan in 1996. After the initial approval of the first segment of trail along State Route 109 and plans for more miles of the same along State Route 100, a living bridge was planned, but scrapped due to its design not being accepted by the City Council and the estimated cost was considered too great. Eventually, the bridge's design and location were changed to address these concerns with the original issues with the first planned structure.

The funding for this bridge has been established in the 2016 Capital Improvements Program for 2016. The amount the City Council approved for this use was \$1,200,000.00. Of this amount of funding, \$450,000.00 is being provided toward this project from a grant the Department of Public Works was awarded over two (2) years ago. Although the low bid is more than the budgeted amount, the Capital Improvements Program for 2016 also has funding for trail construction this year as well, which is a component of this pedestrian bridge project. On either end of the proposed bridge, connections are planned to the existing trail system in its vicinity. Therefore, the Department believes that, with some modifications to the budget components associated with the project and trail construction, the low bid cost for this bridge can be met from current line item funding.

The Department would note the bridge is a project that has been planned for many years, funded for completion in 2016, a recipient of a grant, and will provide a needed connection in this area over the major arterial roadway, while improving overall pedestrian safety. Given these factors, the Department is supportive of this bid and project. Therefore, the Departments of Public Works and Planning are seeking the Committee's direction in this regard, so as the next steps in this project can be determined.

If any of the Committee Members have questions or comments about this information, please feel free to contact the Departments of Public Works or 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.



Eatherton Road Pedestrian Bridge - TAP-5500(680)

ITEMIZED BID ITEMS - BID OPENING AT 10:00 AM ON JULY 27, 2016		KCI CONSTRUCTION CO., INC.		GERSHENS ON CONSTRUCTION CO., INC.		KOZENY-WAGNER, INC.		R.V. WAGNER, INC.		KRUPP CONSTRUCTION		PHILLIPS HARDY, INC.				
LINE NUMBER	ITEM NUMBER	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE										
BIKE/PEDESTRIAN FACILITIES ITEMS																
1	201-99.01	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00	\$10,130.00	\$10,130.00	\$55,000.00	\$55,000.00	\$27,500.00	\$27,500.00	\$12,700.00	\$12,700.00	\$21,300.00	\$21,300.00
2	202-20.10	Removal of Improvements	LS	1	\$5,500.00	\$5,500.00	\$44,830.00	\$44,830.00	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$5,930.00	\$5,930.00
3	206-10.00	Class 1 Excavation	CY	19	\$40.00	\$760.00	\$63.00	\$1,197.00	\$55.00	\$1,045.00	\$82.00	\$1,558.00	\$150.00	\$2,850.00	\$82.00	\$1,558.00
4	207-10.00	Linear Grading Class 1	STA	4	\$1,550.00	\$6,200.00	\$2,780.00	\$11,120.00	\$1,450.00	\$5,800.00	\$8,400.00	\$33,600.00	\$2,300.00	\$9,200.00	\$1,110.00	\$4,440.00
5	304-05.04	Type 5 Aggregate for Base (4 Inches Thick)	SY	690	\$12.00	\$8,280.00	\$7.90	\$5,451.00	\$13.50	\$9,315.00	\$8.00	\$5,520.00	\$12.50	\$8,625.00	\$10.50	\$7,245.00
6	401-99.05	Bituminous Pavement (6 Inches Thick)	SY	300	\$60.00	\$18,000.00	\$39.30	\$11,790.00	\$57.00	\$17,100.00	\$78.00	\$23,400.00	\$55.50	\$16,650.00	\$82.50	\$24,750.00
7	502-99.05	6 Inch P.C. Concrete	SY	280	\$90.00	\$25,200.00	\$59.60	\$16,688.00	\$68.00	\$19,040.00	\$62.00	\$17,360.00	\$78.00	\$21,840.00	\$170.00	\$47,600.00
8	606-99.01	Type E Median Pier Protection	LS	1	\$18,000.00	\$18,000.00	\$18,900.00	\$18,900.00	\$18,000.00	\$18,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$56,900.00	\$56,900.00
9	607-11.02	Modified Concrete Gutter Type B	LF	263	\$45.00	\$11,835.00	\$34.60	\$9,099.80	\$66.00	\$17,358.00	\$61.00	\$16,043.00	\$42.00	\$11,046.00	\$82.00	\$21,566.00
10	612-20.14	Impact Attenuator (14 Sand Barrels)	EA	2	\$3,000.00	\$6,000.00	\$3,990.00	\$7,980.00	\$3,800.00	\$7,600.00	\$4,400.00	\$8,800.00	\$4,200.00	\$8,400.00	\$4,320.00	\$8,640.00
11	612-20.20	Resistant Sand Barrel	EA	8	\$250.00	\$2,000.00	\$472.00	\$3,776.00	\$450.00	\$3,600.00	\$525.00	\$4,200.00	\$500.00	\$4,000.00	\$512.00	\$4,096.00
12	616-10.05	Construction Signs	SF	340	\$7.00	\$2,380.00	\$7.35	\$2,499.00	\$7.00	\$2,380.00	\$11.50	\$3,910.00	\$10.00	\$3,400.00	\$11.50	\$3,910.00
13	616-10.08	Advanced Warning Rail System	EA	6	\$35.00	\$210.00	\$36.80	\$220.80	\$35.00	\$210.00	\$64.00	\$384.00	\$55.00	\$330.00	\$62.50	\$375.00
14	616-10.09	Flag Assembly	EA	16	\$25.00	\$400.00	\$26.30	\$420.80	\$25.00	\$400.00	\$30.00	\$480.00	\$25.00	\$400.00	\$28.50	\$456.00
15	616-10.25	Channelizer (Trim Line)	EA	400	\$22.00	\$8,800.00	\$23.10	\$9,240.00	\$22.00	\$8,800.00	\$25.00	\$10,000.00	\$22.00	\$8,800.00	\$25.00	\$10,000.00
16	616-10.30	Type III Moveable Barricade	EA	5	\$125.00	\$625.00	\$131.00	\$655.00	\$125.00	\$625.00	\$145.00	\$725.00	\$125.00	\$625.00	\$142.00	\$710.00
17	616-10.40	Flashing Arrow Panel	EA	2	\$850.00	\$1,700.00	\$892.00	\$1,784.00	\$850.00	\$1,700.00	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$1,140.00	\$2,280.00
18	616-10.98	Changeable Message Sign, Contractor Furnished, Contractor Retained	EA	4	\$2,000.00	\$8,000.00	\$3,150.00	\$12,600.00	\$3,000.00	\$12,000.00	\$3,750.00	\$15,000.00	\$3,200.00	\$12,800.00	\$3,640.00	\$14,560.00
19	617-38.00D	Temporary Traffic Barrier, Contractor Furnished/Retained	LF	600	\$23.00	\$13,800.00	\$27.20	\$16,320.00	\$29.90	\$17,940.00	\$32.00	\$19,200.00	\$26.00	\$15,600.00	\$29.50	\$17,700.00
20	618-10.00	Mobilization	LS	1	\$180,000.00	\$180,000.00	\$85,000.00	\$85,000.00	\$107,000.35	\$107,000.35	\$147,000.00	\$147,000.00	\$150,000.00	\$150,000.00	\$101,000.00	\$101,000.00
21	627-40.00	Contractor Furnished Surveying and Staking	LS	1	\$5,000.00	\$5,000.00	\$6,825.00	\$6,825.00	\$4,813.00	\$4,813.00	\$8,700.00	\$8,700.00	\$11,000.00	\$11,000.00	\$4,730.00	\$4,730.00
22	701-11.07	Dilled Shafts (4 Ft. 6 In. Diameter)	LF	3	\$1,000.00	\$3,000.00	\$1,065.00	\$3,195.00	\$525.00	\$1,575.00	\$1.00	\$3.00	\$450.00	\$1,350.00	\$1,590.00	\$4,770.00
23	701-12.06	Rock Sockets (4 Ft. 6 In. Diameter)	LF	24	\$650.00	\$15,600.00	\$676.00	\$16,224.00	\$705.00	\$16,920.00	\$1,550.00	\$37,200.00	\$400.00	\$9,600.00	\$1,670.00	\$40,080.00
24	701-13.00	Supplementary Television Camera Inspection	EA	1	\$2,500.00	\$2,500.00	\$630.00	\$630.00	\$2,000.00	\$2,000.00	\$875.00	\$875.00	\$1,300.00	\$1,300.00	\$569.00	\$569.00
25	701-14.00	Foundation Inspection Holes	LF	28	\$35.00	\$980.00	\$84.00	\$2,352.00	\$150.00	\$4,200.00	\$370.00	\$10,360.00	\$50.00	\$1,400.00	\$171.00	\$4,788.00
26	701-16.00	Soils Logging Testing	EA	2.00	\$2,000.00	\$4,000.00	\$2,194.00	\$4,388.00	\$1,820.00	\$3,640.00	\$3,500.00	\$7,000.00	\$1,900.00	\$3,800.00	\$1,710.00	\$3,420.00
27	702-10.10	Structural Steel Piles (10 In.)	LF	315	\$60.00	\$18,900.00	\$119.00	\$37,485.00	\$62.00	\$19,530.00	\$130.00	\$40,950.00	\$88.00	\$27,720.00	\$89.00	\$28,200.00
28	702-60.00	Pre-Bore For Piling	LF	112	\$150.00	\$16,800.00	\$105.00	\$11,760.00	\$120.00	\$13,440.00	\$150.00	\$16,800.00	\$138.00	\$15,456.00	\$69.50	\$7,784.00
29	702-70.00	Pile Point Reinforcement	EA	6	\$115.00	\$690.00	\$118.00	\$708.00	\$85.00	\$510.00	\$130.00	\$780.00	\$115.00	\$690.00	\$127.00	\$762.00
30	703-20.03	Class B Concrete (Substructure)	CY	92	\$1,250.00	\$115,000.00	\$1,575.00	\$144,900.00	\$1,150.00	\$105,800.00	\$1,430.00	\$131,560.00	\$1,344.00	\$123,680.00	\$2,240.00	\$206,080.00
31	703-42.12	Slab on Steel	SY	369	\$90.00	\$33,210.00	\$65.60	\$24,206.40	\$123.00	\$45,387.00	\$77.50	\$28,597.50	\$195.00	\$71,955.00	\$125.00	\$46,125.00
32	706-10.00	Reinforcing Steel (Bridges)	LBS	28,730	\$0.85	\$24,420.50	\$1.30	\$37,349.00	\$1.20	\$34,476.00	\$1.25	\$35,912.50	\$1.50	\$43,095.00	\$1.25	\$35,912.50
33	710-10.00	Reinforcing Steel (Epoxy Coated)	LBS	1,870	\$1.50	\$2,805.00	\$1.25	\$2,337.50	\$1.75	\$3,272.50	\$1.50	\$2,805.00	\$3.00	\$5,610.00	\$1.60	\$2,992.00
34	711-03.00	Concrete Masonry Protection System	LS	1	\$4,125.00	\$4,125.00	\$4,331.00	\$4,331.00	\$4,125.00	\$4,125.00	\$4,800.00	\$4,800.00	\$4,700.00	\$4,700.00	\$4,690.00	\$4,690.00
35	711-04.00	Sacrificial Graffiti Protection System	LS	1	\$4,125.00	\$4,125.00	\$4,331.00	\$4,331.00	\$4,125.00	\$4,125.00	\$4,800.00	\$4,800.00	\$4,700.00	\$4,700.00	\$4,690.00	\$4,690.00
36	711-06.00	Aesthetic Concrete Stain	LS	1	\$8,250.00	\$8,250.00	\$8,662.00	\$8,662.00	\$8,250.00	\$8,250.00	\$9,650.00	\$9,650.00	\$9,500.00	\$9,500.00	\$9,380.00	\$9,380.00
37	712-99.02	Anchor Bolts	EA	16	\$60.00	\$960.00	\$167.00	\$2,672.00	\$165.00	\$2,640.00	\$186.00	\$2,976.00	\$278.00	\$4,448.00	\$211.00	\$3,376.00
38	718-99.02	Pedestrian Truss Superstructure No. 1	EA	1	\$225,000.00	\$225,000.00	\$235,940.00	\$235,940.00	\$270,000.00	\$270,000.00	\$246,000.00	\$246,000.00	\$265,000.00	\$265,000.00	\$276,000.00	\$276,000.00
39	718-99.02(1)	Pedestrian Truss Superstructure No. 2	EA	1	\$225,000.00	\$225,000.00	\$249,850.00	\$249,850.00	\$270,000.00	\$270,000.00	\$265,000.00	\$265,000.00	\$265,000.00	\$265,000.00	\$276,000.00	\$276,000.00
40	720-10.00	Mechanically Stabilized Earth Wall Systems	SF	1,104	\$54.50	\$60,168.00	\$65.00	\$71,760.00	\$71.00	\$78,384.00	\$61.50	\$67,896.00	\$98.00	\$108,192.00	\$62.00	\$68,448.00
41	720-10.00(1)	Mechanically Stabilized Earth Wall Systems	SF	1,708	\$54.50	\$93,086.00	\$65.00	\$111,020.00	\$71.00	\$121,268.00	\$61.50	\$105,042.00	\$98.00	\$167,384.00	\$62.00	\$105,896.00
42	720-11.00	Form Liners for MSE Wall System	SY	312	\$9.00	\$2,808.00	\$1.00	\$312.00	\$1.00	\$312.00	\$1.00	\$312.00	\$7.50	\$2,340.00	\$1.00	\$312.00
43	725-10.00	Corrugated Metal Pipe Pile Spacers	EA	6	\$400.00	\$2,400.00	\$1.00	\$6.00	\$550.00	\$3,300.00	\$1,500.00	\$9,000.00	\$900.00	\$5,400.00	\$681.00	\$4,086.00
44	806-10.05	Rock Ditch Check	LF	120	\$15.00	\$1,800.00	\$20.50	\$2,460.00	\$19.50	\$2,340.00	\$23.00	\$2,760.00	\$22.00	\$2,640.00	\$17.00	\$2,040.00
45	806-10.19	Silt Fence	LF	530	\$2.40	\$1,272.00	\$5.75	\$3,047.50	\$5.00	\$2,650.00	\$7.50	\$3,975.00	\$6.00	\$3,180.00	\$2.95	\$1,563.00
46		Temporary Pedestrian Access	SY	110	\$40.00	\$4,400.00	\$10.80	\$1,188.00	\$30.00	\$3,300.00	\$17.00	\$1,870.00	\$25.00	\$2,750.00	\$25.00	\$2,750.00
47		Seat Wall	LF	67	\$375.00	\$25,125.00	\$264.00	\$17,688.00	\$350.00	\$23,450.00	\$350.00	\$23,450.00	\$150.00	\$10,050.00	\$424.00	\$28,408.00
48		Fence	LF	270	\$125.00	\$33,750.00	\$131.00	\$35,370.00	\$125.00	\$33,750.00	\$145.00	\$39,150.00	\$135.00	\$36,450.00	\$173.00	\$46,710.00
49		Shade Structure	LS	1	\$17,500.00	\$17,500.00	\$11,870.00	\$11,870.00	\$18,000.00	\$18,000.00	\$19,000.00	\$19,000.00	\$17,000.00	\$17,000.00	\$14,200.00	\$14,200.00
50		Scour Protection	SF	560	\$12.00	\$6,720.00	\$19.40	\$10,864.00	\$18.50	\$10,360.00	\$21.50	\$12,040.00	\$21.00	\$11,760.00	\$13.50	\$7,560.00
51		Black Powder Coating for Guardrail	LS	1	\$7,500.00	\$7,500.00	\$7,875.00	\$7,875.00	\$7,500.00	\$7,500.00	\$8,700.00	\$8,700.00	\$8,000.00	\$8,000.00	\$49,000.00	\$49,000.00
Total Bike/Pedestrian Facility Items =						\$1,294,690.50		\$1,341,307.80		\$1,436,830.85		\$1,514,044.00		\$1,570,584.00		\$1,646,146.00
LANDSCAPING ITEMS																
53	803-40.00	Kentucky Bluegrass Sodding	SY	1,527	\$10.50	\$16,033.50	\$8.85	\$13,513.95	\$8.45	\$12,903.15	\$10.00	\$15,270.00	\$10.00	\$15,270.00	\$12.00	\$18,324.00
54	808-99.01	Landscaping	LS	1	\$49,135.00	\$49,135.00	\$23,720.00	\$23,720.00	\$49,630.00	\$49,630.00	\$58,000.00	\$58,000.00	\$55,000.00	\$55,000.00	\$55,900.00	\$55,900.00
Total Landscaping Items =						\$65,168.50		\$37,233.95		\$62,533.15		\$73,270.00		\$70,270.00		\$74,224.00
SIGNALS/LIGHTING/SIGNING/STRIPING ITEMS																
55	903-99.01	Remove and Relocated Existing Signs	LS	1	\$5,000.00	\$5,000.00	\$1,050.00	\$1,050.00	\$1,000.00	\$1,000.00	\$2,300.00	\$2,300.00	\$5,200.00	\$5,200.00	\$5,690.00	\$5,690.00
Total Signals/Lighting/Signing/Striping Items =						\$5,000.00		\$1,050.00		\$1,000.00		\$2,300.00		\$5,200.00		\$5,690.00
BID ALTERNATIVE 1: PLAZAS AND DECK LIGHTING																
56	901-99.01	Electric Meter and Lighting Control Panel	LS	1	\$25,774.00	\$25,774.00	\$9,450.00	\$9,450.00	\$6,877.50	\$6,877.50	\$10,500.00	\$10,500.00	\$7,600.00	\$7,600.00	\$10,200.00	\$10,200.00
57	901-99.01(1)	Plazas and Deck Lighting	LS	1	\$71,237.00	\$71,237.00	\$163,237.20	\$163,237.20	\$95,005.05	\$95,005.05	\$182,000.00	\$182,000.00	\$75,000.00	\$75,000.00	\$177,000.00	\$177,000.00
Total Bid Alternative 1 =						\$97,011.00		\$172,687.20		\$101,882.55		\$192,500.00		\$82,600.00		\$187,200.00
BID ALTERNATIVE 2: TRUSS AND STRUCTURE LIGHTING																
58	901-99.01(2)	Truss and Structure Lighting	LS	1	\$164,260.00	\$164,260.00										

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 KCI Construction Company, with offices located at 10315 Lake Bluff Drive, St. Louis, MO 63123 (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 : **270**

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 **\$ 1,364,859.00 (Base Bid)** (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 \$1,100.00 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 for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, R.S.Mo. The Contractor and his Subcontractors shall cause the insurer(s) to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, R.S.Mo. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for the City's rights or defenses with regard to its applicable sovereign, governmental, or official immunities and protections provided by state constitution or law.

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 proposed work includes: all labor, equipment, and materials necessary for the construction of a pedestrian bridge over Missouri Route 100 from the end of Eatherton Road to the end of Kilare Lane and all incidental work necessary to complete the project, including load rated steel bridge, abutments, center pier, plazas, earthwork, retaining walls, paving, guardrails, striping, lighting and other items identified in the construction documents.

ARTICLE XI.

Miscellaneous Provisions

(a) This Agreement constitutes the sole and complete understanding of the parties hereto with respect to the subject matter hereof, and shall replace all prior written and oral understandings. This Agreement may be amended only by written agreement signed by the parties.

(b) 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.

(c) 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.

(d) The parties shall act in good faith in the performance of their obligations hereunder.

(e) 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.

(f) 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.

(g) 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.



MEMORANDUM

To: Administration/Public Works Committee Members

From: Rick C. Brown, PE, PTOE
Director of Public Works / City Engineer

Date: July 29, 2016

Re: Design Contract for the Route 109 and Route 100 Pedestrian Safety Project

Background

As you may recall, on Monday July 25, the City Council approved a resolution supporting the submittal of funding applications to MoDOT under the Missouri Moves Cost Share program. As a result, applications for two improvement projects were submitted on Friday, July 29. The two projects are the Route 109 and Route 100 Pedestrian Safety Improvement Project and the Old State Road Sidewalk Improvement Project.

It is important to recognize that funding, if approved under the Missouri Moves Cost Share program, must be utilized quickly, with plans being reviewed and approved by MoDOT, and the construction completed by July 1, 2017. Thus, it is important that the design of both projects be completed as soon as possible. While the design of the Old State Road Sidewalk Project is finished, design of the Route 109 and Route 100 Pedestrian Safety Project remains to be completed. Therefore, to meet the aggressive schedule dictated by the Missouri Moves funding, the Department needs to complete the design of the Route 109 and Route 100 Pedestrian Safety Improvement Project, so that the plans can be submitted to MoDOT as soon as possible.

Recommendation

The Department of Public Works recommends authorizing a contract with Cochran Engineering for design of the Pedestrian Safety Improvement Project on Route 109 and 100.

Reasons for Recommendation

- Cochran has already completed conceptual engineering for the project. Because they have already begun work, they can quickly complete the design of the project to meet the required schedule.
- Time is of the essence. If our application for funding under the Missouri Moves Cost Share Program is successful, we will need to submit the project plans to MoDOT as soon as possible in order to meet the schedule required to expend the funding.
- The Department has reviewed the fee proposed by Cochran and feels it is very reasonable given the quantity of work required and the short deadline required.
- If the City's application for state funding is unsuccessful, the Department is recommending that the design of the project be completed. Other options could be considered for funding the project such as using 100% Capital Improvement Funds.

Assuming a recommendation for authorizing the contract from the Committee, the Department will prepare an authorizing bill, which will be submitted to the City Council for consideration on August 8th.

Planning Tomorrow Today

I will be available for any questions or comments at the August 2nd, 2016 Administration/Public Works Committee Meeting.

RCB

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: Public Works

DATE: _____

THIS 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 Cochran, Inc., hereinafter referred to as “Consultant”, with a business address of: 737 Rudder Road, Fenton, MO 63026.

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:

Design of Bicycle and Pedestrian Safety Improvements on Route 109 and Route 100 in accordance with Attachment B.

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 Nineteen Thousand dollars (\$ 19,000.00), as set forth on 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 August 10, 2016, shall be completed on or before October 5, 2016, and shall be performed so as not to delay or hinder City’s schedule for the project, if applicable. Materials testing services will be performed as required to meet the Contractor’s construction schedule. Materials testing services are anticipated to be required between March 2017 through June 2017.

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.



Attachemnt B

Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

July 28, 2016

Mr. Rick Brown, PE, PTOE
City of Wildwood
16860 Main Street
Wildwood, MO 63040

SENT VIA: email

RE: Proposal – Professional Design Services
Route 109 & 100 Bicycle and Ped Improvements

Dear Mr. Brown:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional design services for the above-referenced project. In accordance with our discussions, we offer the following professional services:

SCOPE OF WORK:

1. Design the bicycle and pedestrian improvements as outlined in the 2016 Missouri Moves application and the conceptual drawings prepared for the application.
2. Improvements are located at five (5) sites in the City of Wildwood:
 - Route 109 and Bent Ridge Drive
 - Route 109 and Shepard Road
 - Route 109 and Pond-Grover Loop Road
 - Route 100 and Taylor Road
 - Taylor Road and Plaza Drive
3. Perform a limited topographic survey of the areas of the improvements, as necessary.
4. Design of the bicycle and pedestrian improvements including signage, striping, signals, Shared Use Paths, sidewalks, concrete median islands and pedestrian refuge areas.
5. Prepare construction plans of the improvements for bidding purposes.
6. Prepare a project manual including bidding, front end documents, contracts, general conditions, job special provisions and specifications.
7. Obtain approvals and clearances from environmental and other governing agencies
8. Assist the City of Wildwood through the bidding phase.
9. Provide material testing services and assist the City of Wildwood during the construction phase of the project.

SERVICES INCLUDED:

1. Topographic Survey
2. Meetings (City and Review Agencies)
3. Construction Plans
4. Standard Details
5. Project Manual and Specifications
6. Construction Material Testing

Initials

SERVICES NOT INCLUDED:

1. Architectural Services
2. Environmental/Geotechnical/Wetlands/Traffic Studies or Reports
3. Recording Fees
4. All Permit Fees
5. Boundary Survey
6. Off-site Conceptual Work and/or Cost Estimation
7. Construction Administration/Inspection
8. Right-of-Way Document Preparation and Acquisition
9. Construction Stakeout (Cochran can provide under separate proposal on a time and material basis.)
10. Retaining Wall Design over 4 feet in height
11. Pedestrian Bridge Design

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents placed before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.
3. General day-to-day review of construction.

FEE:

The total amount of fee to be paid for the professional services outlined in this proposal shall be a lump sum fee of **\$16,000.00** for the design and bidding phase of the project. The material testing for the construction portion of the project shall be on a time and material basis with a maximum not to exceed amount of **\$3,000.00**.

This fee is good for a period of thirty (30) days from the date of this proposal.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

Initials 

Attachment C

(Optional)

**Consultant/Services Agreement
Progress Payment Schedule**

Consultant: _____

Date: _____

Project: _____

Basic Compensation: \$_____

Phase of Work (Describe)

% of Total

Progress Payment

Phase I:

_____%

\$_____

Phase II:

_____%

\$_____

Phase III:

_____%

\$_____

Phase IV:

_____%

\$_____

Phase V:

_____%

\$_____

Total Basic Compensation: \$_____

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.