



# 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)

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.



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.



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 ongoing 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: 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:

<b>Bidder</b>	<b>Base Bid (\$)</b>
<b>Krupp Construction</b>	168,937.00
<b>Ideal Landscaping</b>	183,868.00
<b>RV Wagner</b>	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:

<b>Bidder</b>	<b>Base Bid (\$)</b>
<b>Krupp Construction</b>	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.



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 <sup>Sixty</sup> ~~Eighty~~ Thousand DOLLARS (\$ 168,937.00)  
Nine Hundred Thirty seven and 00/100 msc

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

CITY OF WILDWOOD, MISSOURI

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.	\$ <u>75.<sup>00</sup></u> /CY.
Over excavation, replacement and compaction (to specified density) of existing soil in areas beneath pavements and structures.	\$ <u>45.<sup>00</sup></u> /CY.
Rock Excavation and Disposal	\$ <u>150.<sup>00</sup></u> /CY.
Crushed Aggregate Pavement per Detail	\$ <u>42.<sup>00</sup></u> /SY.
Boulder Retaining Wall per Detail	\$ <u>50.<sup>00</sup></u> / FACE SF. <del>per</del>
12" Dia. Corrugated, Plastic Culvert per Plan Notes	\$ <u>35.<sup>00</sup></u> /LF.
Plastic Flared End Section for Culvert	\$ <u>400.<sup>00</sup></u> /EA.
Rock Blanket per Detail	\$ <u>145.<sup>00</sup></u> /CY.
Seeded Lawns.	\$ <u>50</u> /SF.
Railroad Crossing per Detail	\$ <u>600.<sup>00</sup></u> /EA.
Railroad/Pedestrian Crossing Sign per Detail	\$ <u>300.<sup>00</sup></u> /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 50/0 (\$ 746.85) 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. <u>  n/a  </u>	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**

Lif Krupp Construction  
Name of Corporation

Mark Reizer  
President  
Name and Title of Officer

415 Old State 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

State names and residence addresses of all partners

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address for Communications

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBCONTRACTOR UTILIZATION FORM**

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

1. Name of Bidder: Krupp Construction

2. Address Bidder: 4150 Old Stum Rd Ellisville  
City State Zip Phone no

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 1,489,370.00  
 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]  
 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:

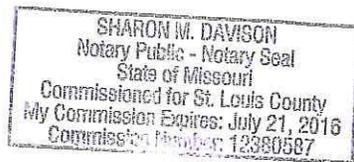
Randy Brandt

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

Seal of Notary

Sharon M. Davison

Notary Public



# 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 Surety 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%)

**PROJECT:** Bluff View Trail Site Improvements

*(Name, location or address, and Project number, if any)*

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.

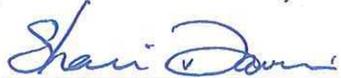
Project Number, if any:

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.

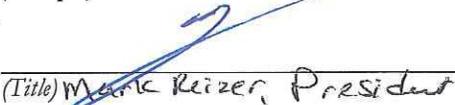
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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.

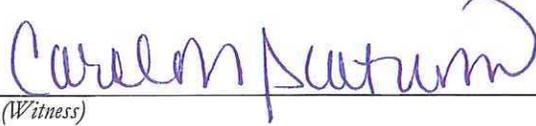
Signed and sealed this 3rd day of December, 2015

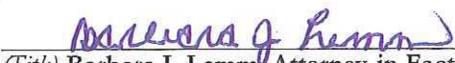
  
\_\_\_\_\_  
*(Witness)*

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

  
\_\_\_\_\_  
*(Title)* Mark Keizer, President

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

  
\_\_\_\_\_  
*(Witness)*

  
\_\_\_\_\_  
*(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](http://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.



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: [Signature]
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.



[Signature]
Marie C. Tetreault, Notary Public

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](http://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

CITY OF WILDWOOD, MISSOURI

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

CITY OF WILDWOOD, MISSOURI

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.	\$ <u>75.00</u> /CY.
Over excavation, replacement and compaction (to specified density) of existing soil in areas beneath pavements and structures.	\$ <u>50.00</u> /CY.
Rock Excavation and Disposal	\$ <u>350.00</u> /CY.
Crushed Aggregate Pavement per Detail	\$ <u>30.00</u> /SY.
Boulder Retaining Wall per Detail	\$ <u>60.00</u> / FACE SF.
12" Dia. Corrugated, Plastic Culvert per Plan Notes	\$ <u>30.00</u> /LF.
Plastic Flared End Section for Culvert	\$ <u>500.00</u> /EA.
Rock Blanket per Detail	\$ <u>75.00</u> /CY.
Seeded Lawns.	\$ <u>0.40</u> /SF.
Railroad Crossing per Detail	\$ <u>500.00</u> /EA.
Railroad/Pedestrian Crossing Sign per Detail	\$ <u>1,000.00</u> /EA.

CITY OF WILDWOOD, MISSOURI

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

CITY OF WILDWOOD, MISSOURI

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

State names and residence addresses of all partners

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address for Communications



**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.

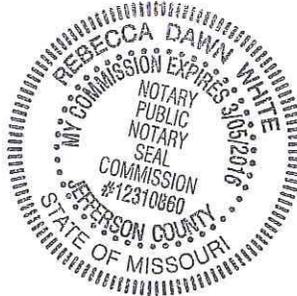
SIGNED:



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

Seal of Notary

Rebecca Dawn White  
Notary Public



# STATE OF 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.

  
Secretary of State



# E-Verify Employment Eligibility Verification

## Case Administration

[Initial Verification](#)

[View Cases](#)

## User Administration

[Change Password](#)

[Pwd Challenge Q&A](#)

[Change Profile](#)

## Site Administration

[Add User](#)

[View Users](#)

[Maintain Company](#)

[Terminate Company Participation](#)

## Reports

[View Reports](#)

## Company Information

**Company Name:** Ideal Landscape Group

[View / E](#)

**Company ID Number:** 270837

### Physical Location:

**Address 1:** 6264 Lemay Ferry Road

**Address 2:**

**City:** Saint Louis

**State:** MO

**Zip Code:** 63129

**County:** SAINT LOUIS

### Mailing Address:

**Address 1:**

**Address 2:**

**City:**

**State:**

**Zip Code:**

**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](#)



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](mailto:E-Verify@dhs.gov).

[View Memorandum of Understanding](#)



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*

Signature

10/30/2009

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

10/30/2009

Date



# Document A310™ – 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)*

[Signature]  
*(Title)* David Buckel, President

[Signature]  
*(Witness)*

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

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

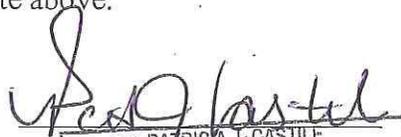
State of Missouri }  
County of St. Louis }

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

  
NOTARY PUBLIC  
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.



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  $\frac{00}{100}$  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



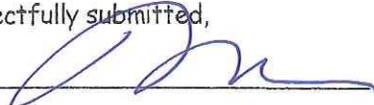
CITY OF WILDWOOD, MISSOURI

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

4718 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  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 MO 63123 (314) 892-1600  
 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
<u>Rosch Company</u>	<u>Sub</u>	<u>\$55,000.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 INSERNA  
 Name-Authorized Officer of Bidder

[Signature]  
 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





# 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

### 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

### OWNER:

City of Wildwood  
16860 Main St  
Wildwood, MO 63040

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)

Kelley DeCosta  
(Witness)

R.V. Wagner, Inc.  
(Principal) (Seal)  
James J. Stanley  
(Title)

Liberty Mutual Insurance Company  
(Surety)  
Janice L. Jakubielski  
Janice L. Jakubielski Attorney-in-Fact

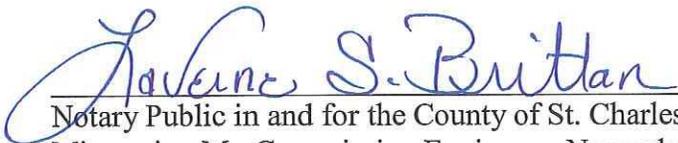




State of Missouri

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.

  
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

THE UNIVERSITY OF CHICAGO  
LIBRARY  
540 EAST 57TH STREET  
CHICAGO, ILL. 60637  
TEL: 773-936-3200  
WWW.CHICAGO.EDU

**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

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

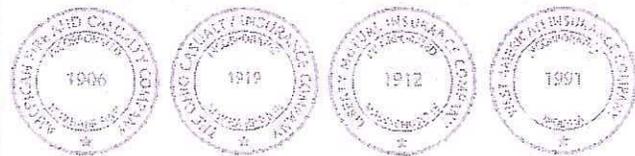
Liberty Mutual Insurance Company  
West American Insurance Company

**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, Dale J. Dunn; Douglas S. Clift; Janice L. Jakubielski; Julie M. Wilhelm; K. Fontana; Steven K. Heying; Vickie L. Fortner

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 26, 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<sup>rd</sup> 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 Committee 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

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

MED



SCALE: 1"=200

BLUFF VIEW TRAIL EXTENSION  
WILDWOOD, MISSOURI

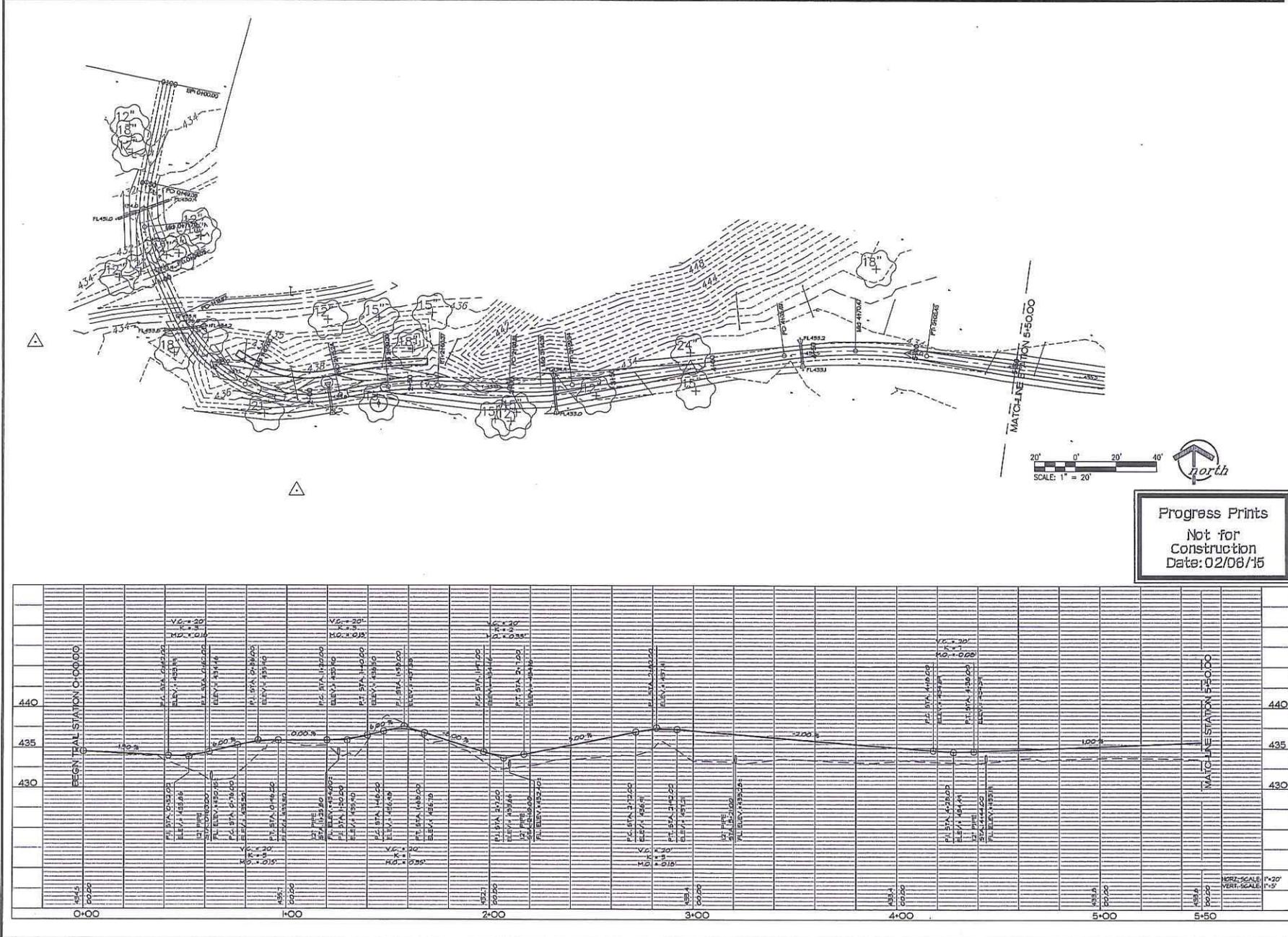
Preliminary Trail Alignment



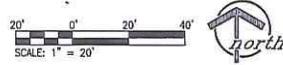
LAND PLANNING  
RECREATION PLANNING AND DESIGN  
LANDSCAPE ARCHITECTURE  
5600 GRIFFIN ROAD  
ST. LOUIS, MO 63113  
(314)991-8211 FAX(314)943-1780

11/18/14 1 of 1





Progress Prints  
 Not for  
 Construction  
 Date: 02/08/15



LAND PLANNING  
 RECREATION PLANNING AND DESIGN  
 LANDSCAPE ARCHITECTURE  
 61616 BARRETT PARKWAY DR. #200  
 ST. LOUIS, MO. 63121  
 (314)994-6211 FAX(314)922-7168



**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

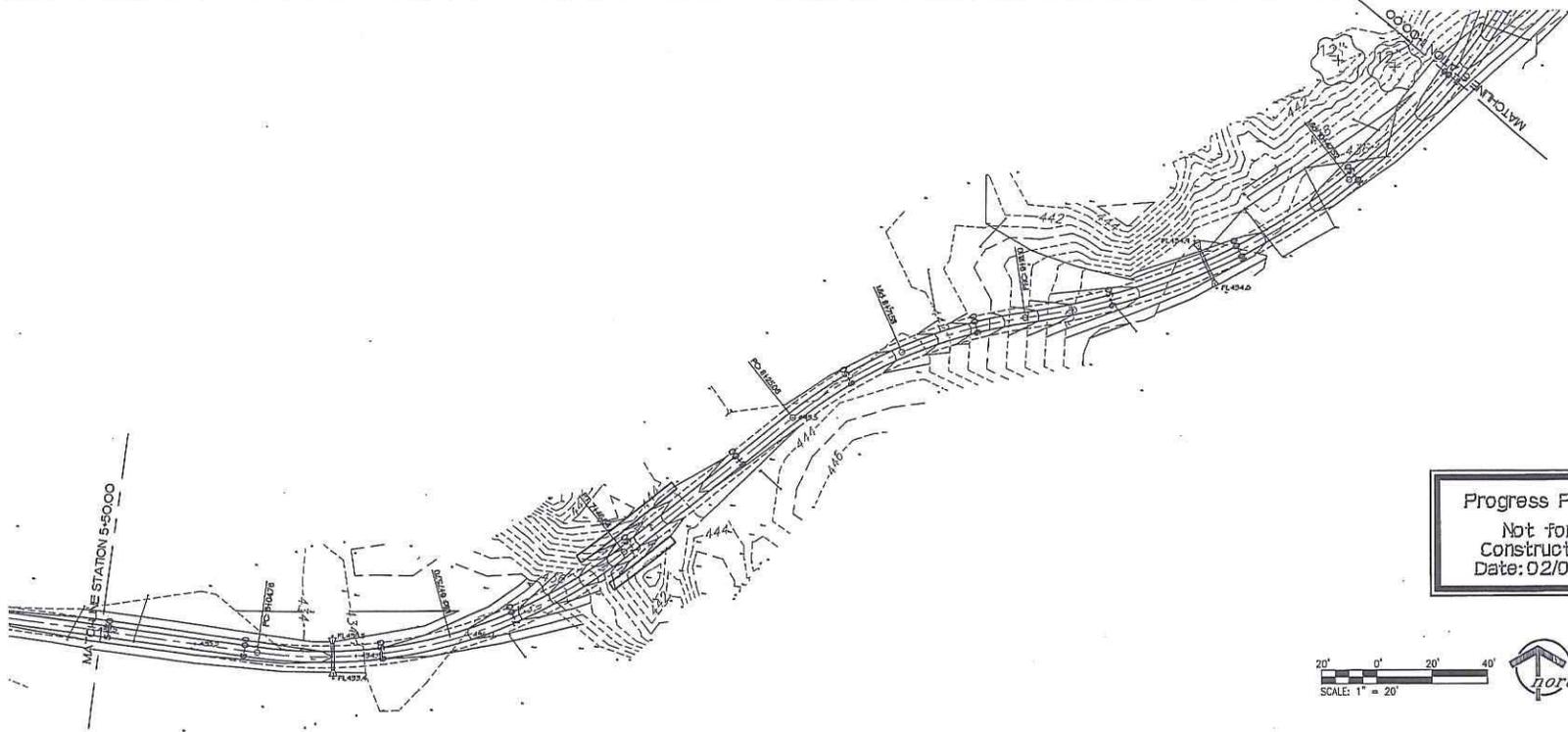
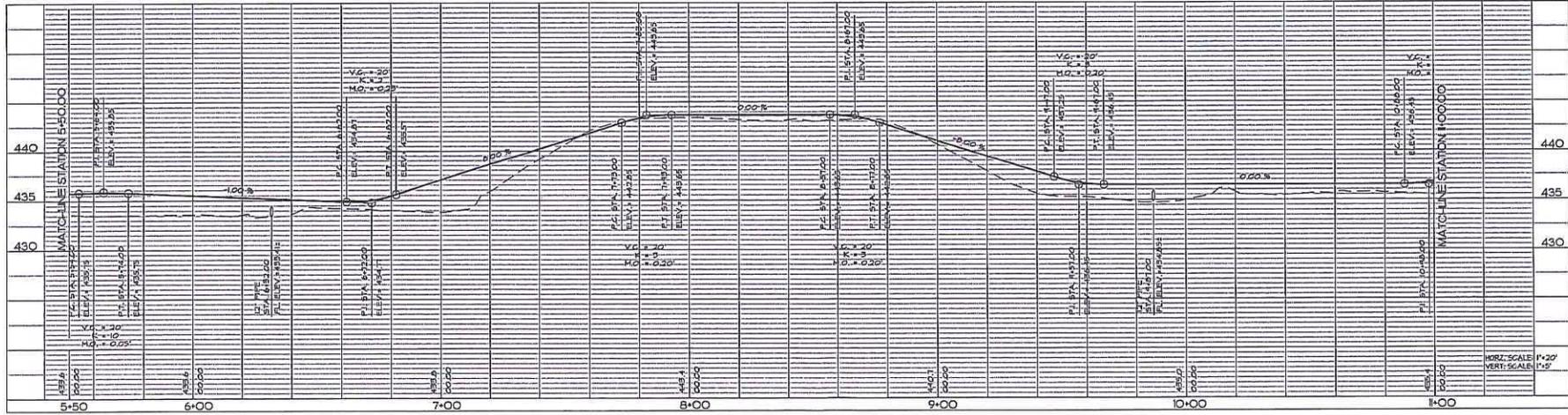
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 Site Plan  
 & Profile

JOB NUMBER  
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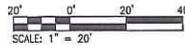
DATE  
 00/00/15

DRAWN BY  
 DWD

REVISION



Progress Prints  
Not for  
Construction  
Date: 02/08/15



# BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL  
WILDWOOD, MISSOURI

LAND PLANNING  
RECREATION PLANNING AND DESIGN  
LANDSCAPE ARCHITECTURE  
13845 BARRETT PARKWAY DR. #200  
ST. LOUIS, MO 63021  
(314)984-8211 FAX(314)922-7658



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

SHEET TITLE  
Site Plan  
& Profile

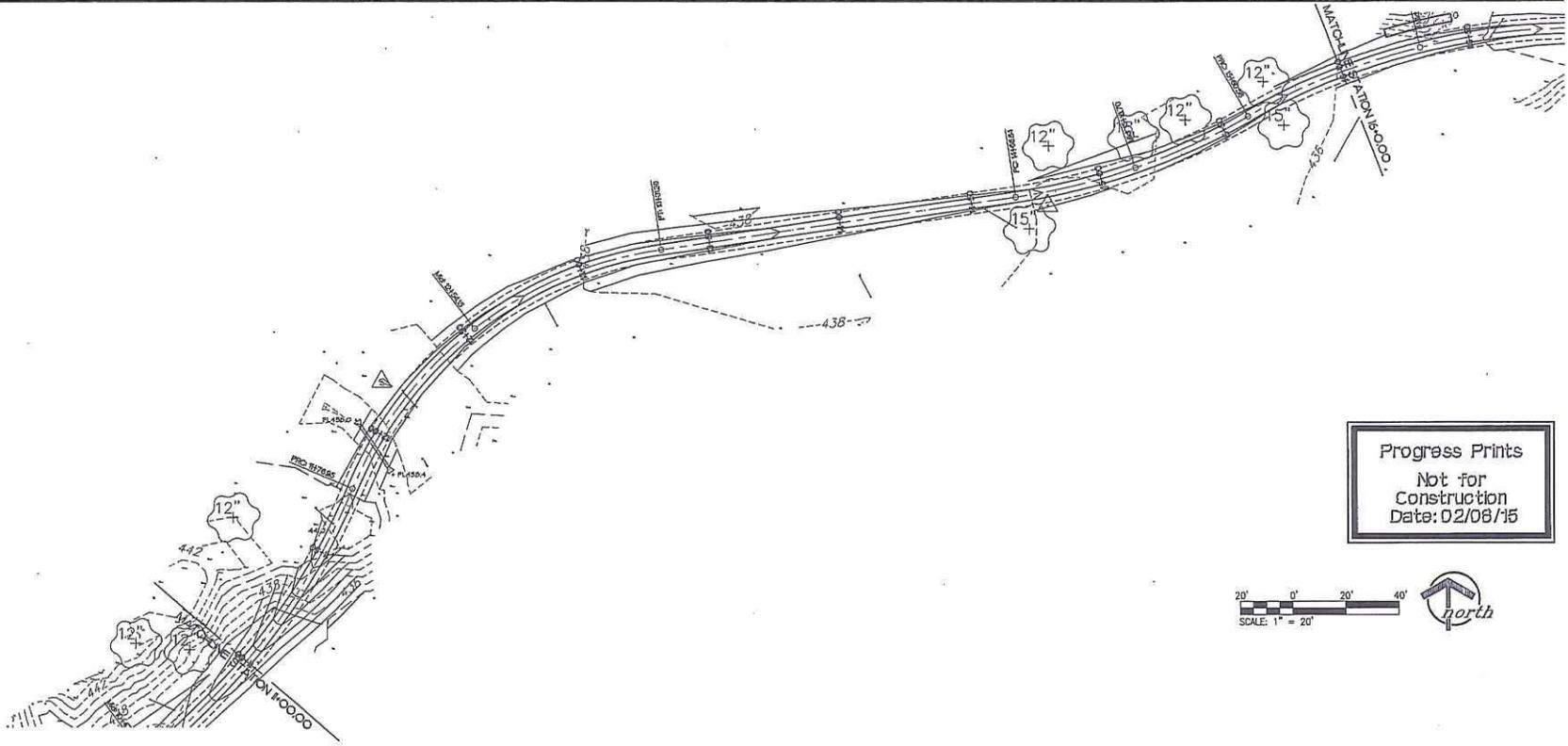
JOB NUMBER  
12003

DATE: 02/08/15 DRAWN BY: DWD  
REVISION:

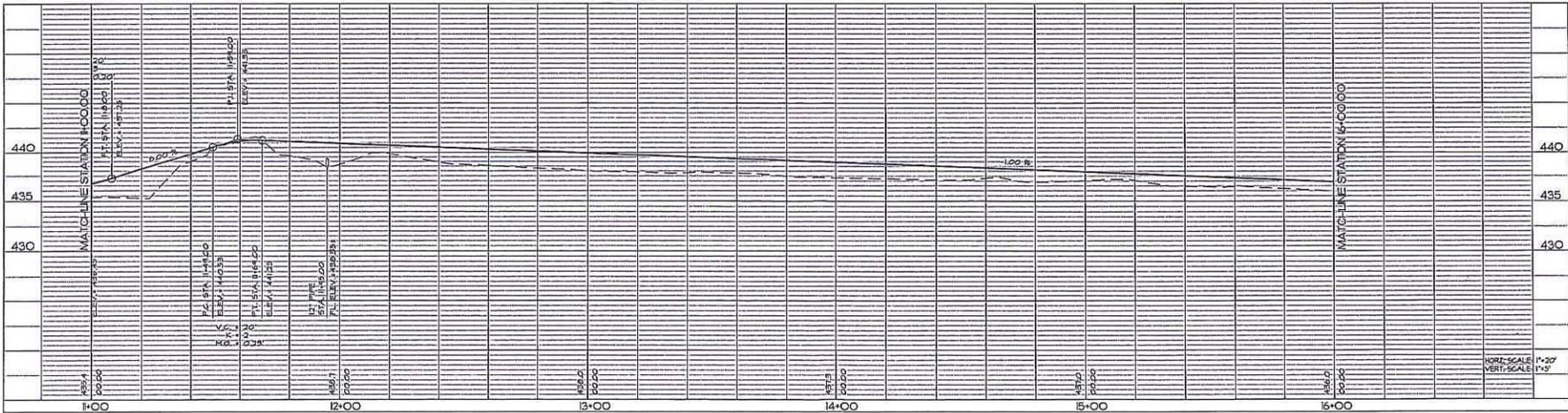
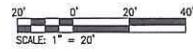
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VERT. SCALE: 1"=5'

SHEET NUMBER

C2



Progress Prints  
 Not for  
 Construction  
 Date: 02/08/15



LAND PLANNING  
 RECREATION PLANNING AND DESIGN  
 LANDSCAPE ARCHITECTURE  
 1545 BURGESS PARKWAY DR. #200  
 ST. LOUIS, MO 63104  
 (314)594-8211 FAX(314)592-7658



**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

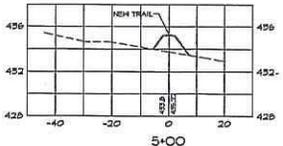
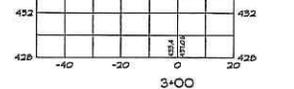
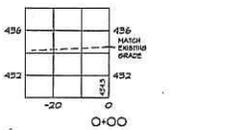
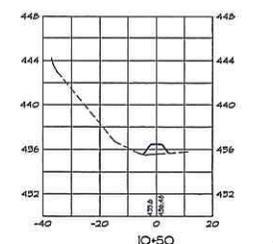
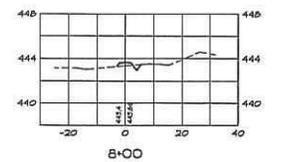
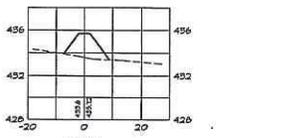
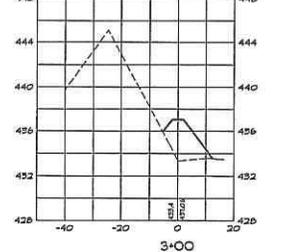
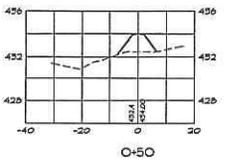
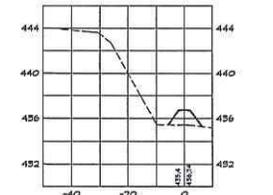
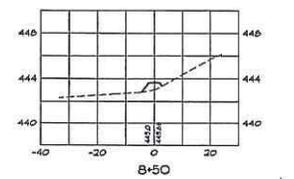
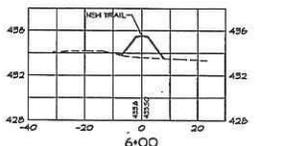
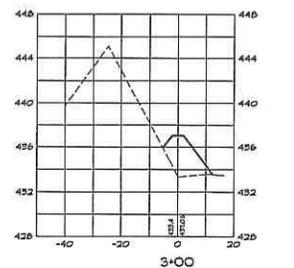
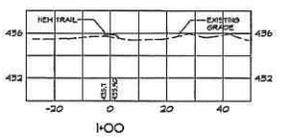
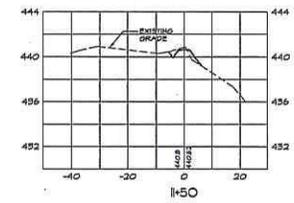
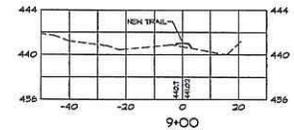
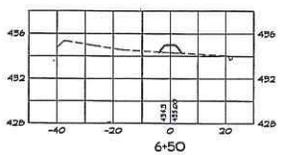
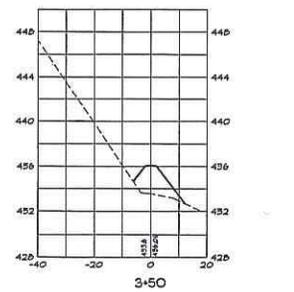
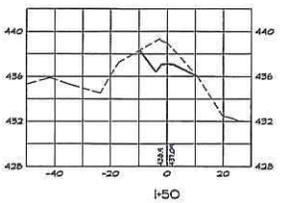
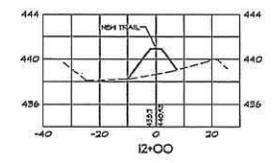
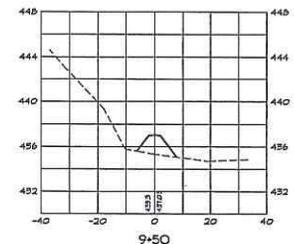
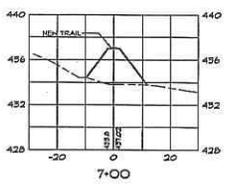
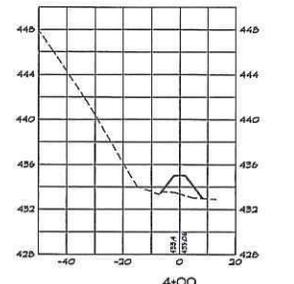
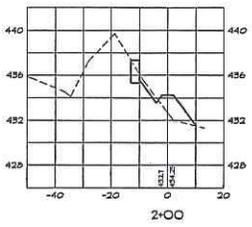
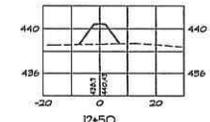
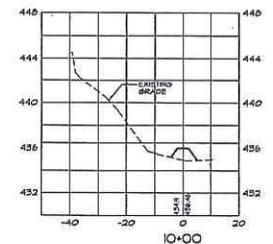
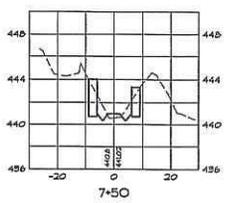
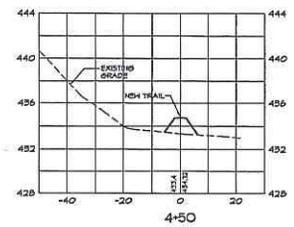
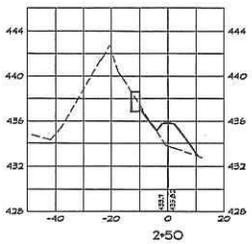
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 Site Plan  
 & Profile

JOB NUMBER  
 12003  
 DATE 00/00/15 DRAWN BY DW  
 REVISION

SHEET NUMBER  
 C3



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



LAND PLANNING  
 RECREATION PLANNING AND DESIGN  
 LANDSCAPE ARCHITECTURE  
 15545 BARRETT PARKWAY DR., #200  
 ST. LOUIS, MO 63021  
 (314)994-6611 FAX(314)922-7658



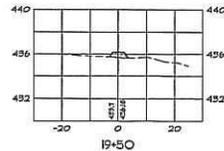
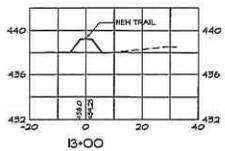
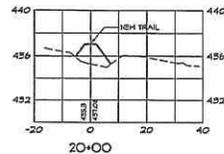
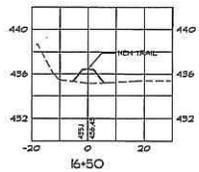
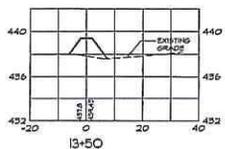
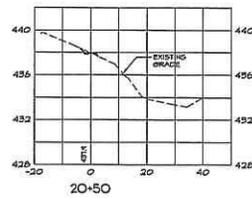
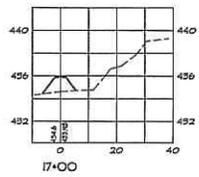
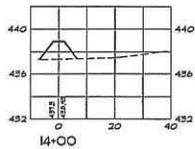
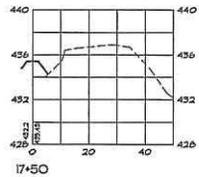
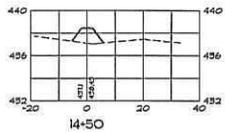
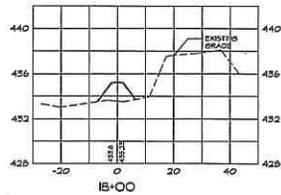
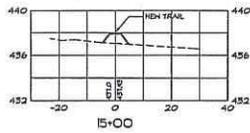
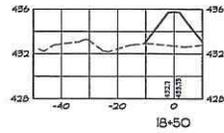
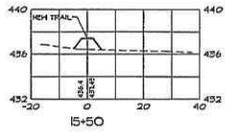
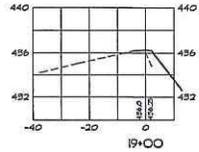
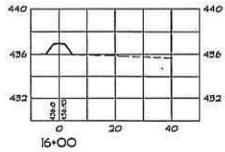
BLUFF VIEW TRAIL  
 EXTENSION  
 BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL  
 WILDWOOD, MISSOURI

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

HORIZ. SCALE: 1"=20'  
 VERT. SCALE: 1"=5'

SHEET NUMBER  
 C5



HORIZ. SCALE: 1"=20'  
VERT. SCALE: 1"=2'

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

LAND PLANNING  
LANDSCAPE ARCHITECTURE  
LANDSCAPE ARCHITECTURE  
10545 BARRETT PARKWAY DR. #200  
ST. LOUIS, MO 63021  
(314)994-8211 FAX(314)992-7858



BLUFF VIEW TRAIL  
EXTENSION  
BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL  
WILDWOOD, MISSOURI

OWNER  
State of Missouri  
P.O. Box 176  
Jefferson City, MO  
65011

SHEET TITLE  
Sections

JOB NUMBER  
12003  
DATE 00/00/15  
DRAWN BY DWD  
REVISION

SHEET NUMBER  
C6





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.

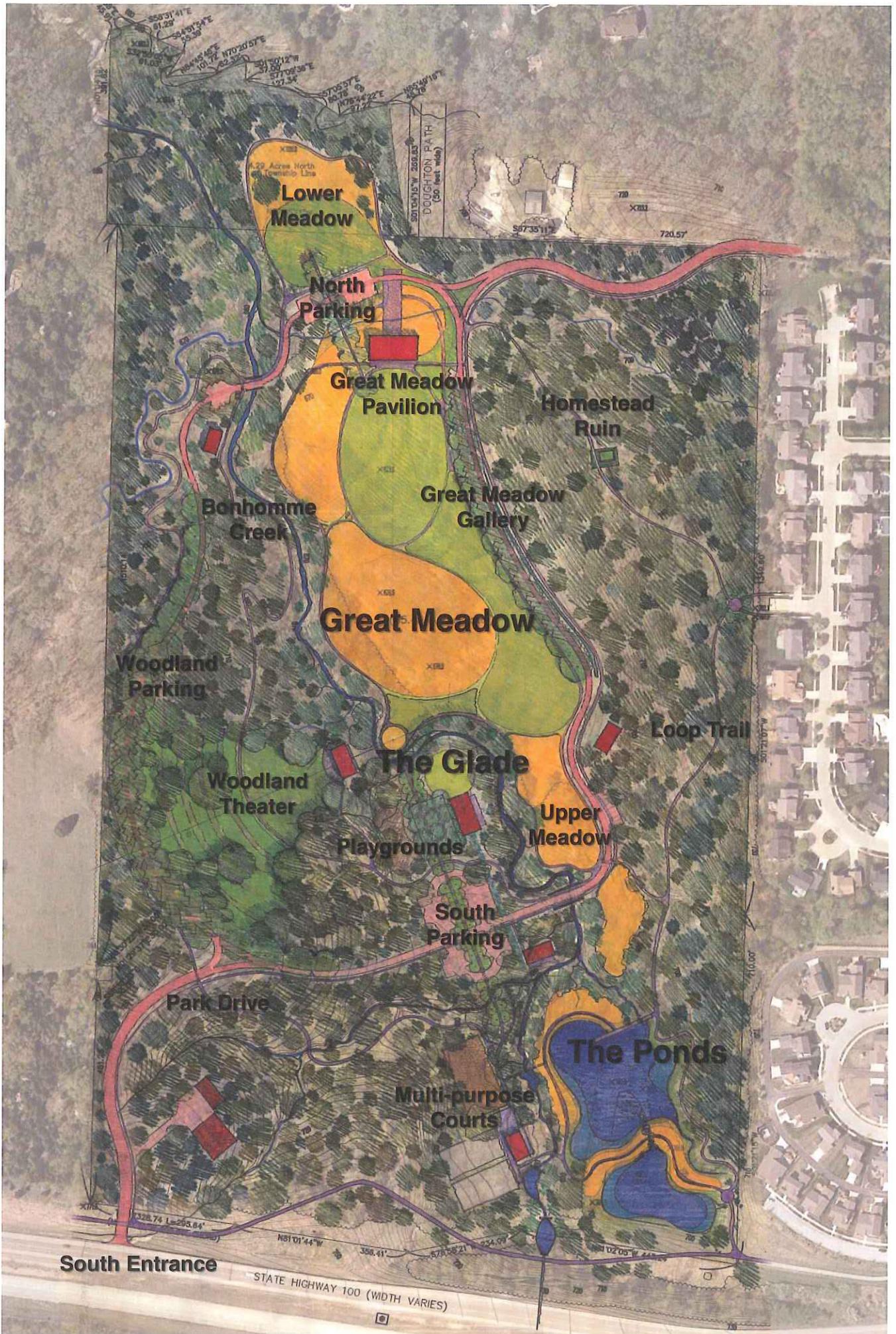
If any of the City Council Members have questions or comments about this information, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation of this information is planned on this item at tonight's meeting. Thank you for your consideration of this information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



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):** CITY OF WILDWOOD, MISSOURI  
**MAILING ADDRESS:** 16860 Main Street  
Wildwood, Missouri 63040

**GRANTEE(S):** WINDSOR CREST HOMEOWNERS'  
**MAILING ADDRESS:** ASSOCIATION  
C/O Community Managers Associates, Inc.  
14323 S. Outer Forty Road, Ste. 301N  
Chesterfield, Missouri 63017

**LEGAL DESCRIPTION:** See **Exhibit B** attached hereto

**REFERENCE BOOK AND PAGE:** Book 15078, Page 0513;  
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

**PROPERTY DESCRIPTION**

Order Number: 00-05-098

Date: June 16, 2003

Page 1 of 1 By: DLG

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.

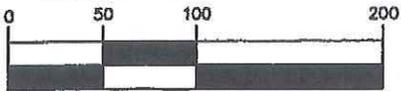
**PARCEL 2:**

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**

WINDSORCREST  
OFFSITE-RETENTION  
P#25334

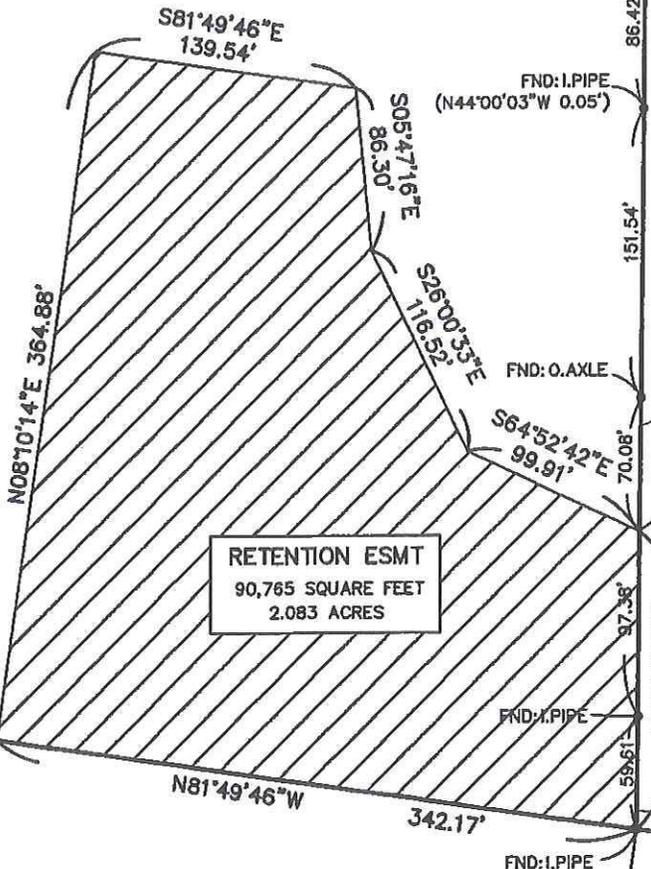
### GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.



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



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

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

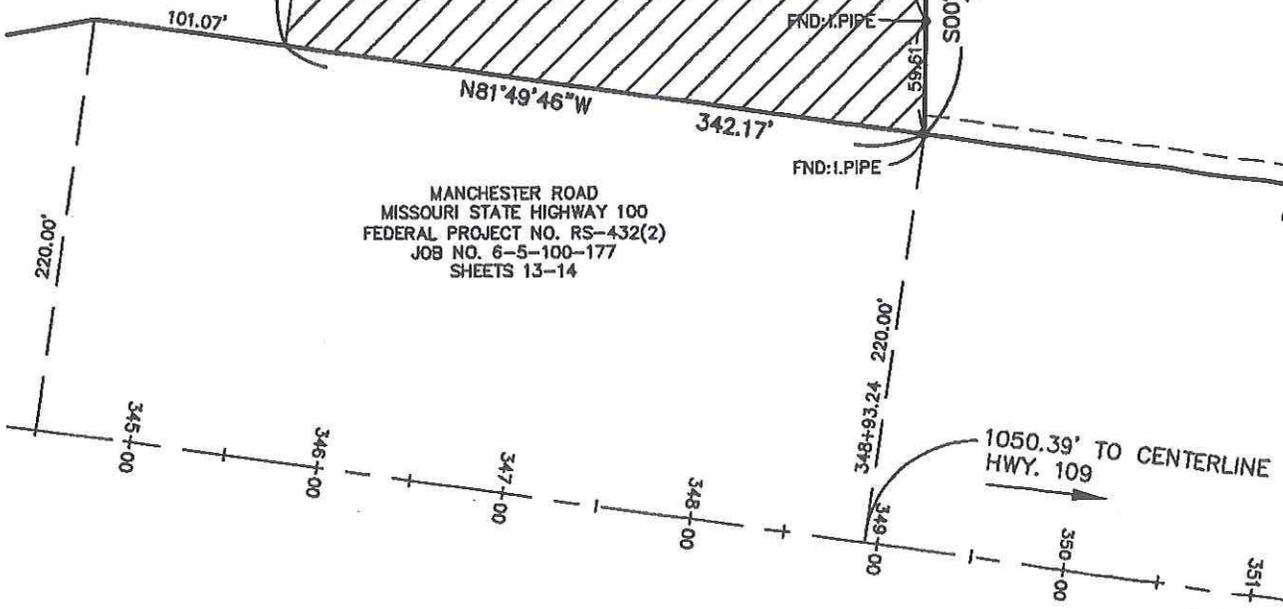


EXHIBIT "A"

m.m. g.m.  
INITIAL: *[Signature]*

## 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

# 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 BEGINNING 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 were 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) Kelp
- 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.
Kelp	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, 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



## 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

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## **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.



## 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:

<b>Contractor</b>	<b>Amount</b>
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 contractor'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  $\frac{1}{4}$ " 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).

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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 8<sup>th</sup>, 2016 City Council Work Session.

RCB

**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 (20<sup>th</sup>) day of the month for Work completed in accordance with the General Conditions in the following manner:

(1) On or about the tenth (10<sup>th</sup>) 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 (20<sup>th</sup>) 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")

(the "Contractor")

By \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Attest: Printed Name: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
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 or 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: \_\_\_\_\_



## 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

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### 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 8<sup>th</sup>, 2016 City Council Work Session.

RCB

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WILDWOOD

**FY 2016 Concrete Street Slab Replacement**

Bid Item	Units	Qty	J.M. Marschuetz		Kelpo Contracting Inc.		M & H Concrete		R.V. Wagner, Inc.		
			Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	
<b>Bids received Wednesday, January 27th, 2016</b>											
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	
Truncated 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	
				<b>\$908,100.00</b>		<b>\$932,700.00</b>		<b>\$965,200.00</b>		<b>\$1,267,000.00</b>	

**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 (20<sup>th</sup>) day of the month for Work completed in accordance with the General Conditions in the following manner:

- (1) On or about the tenth (10<sup>th</sup>) 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 (20<sup>th</sup>) 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. 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\*





## 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

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### 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 8<sup>th</sup>, 2016, City Council Work Session.

RCB

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**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

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### 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.)

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### 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.

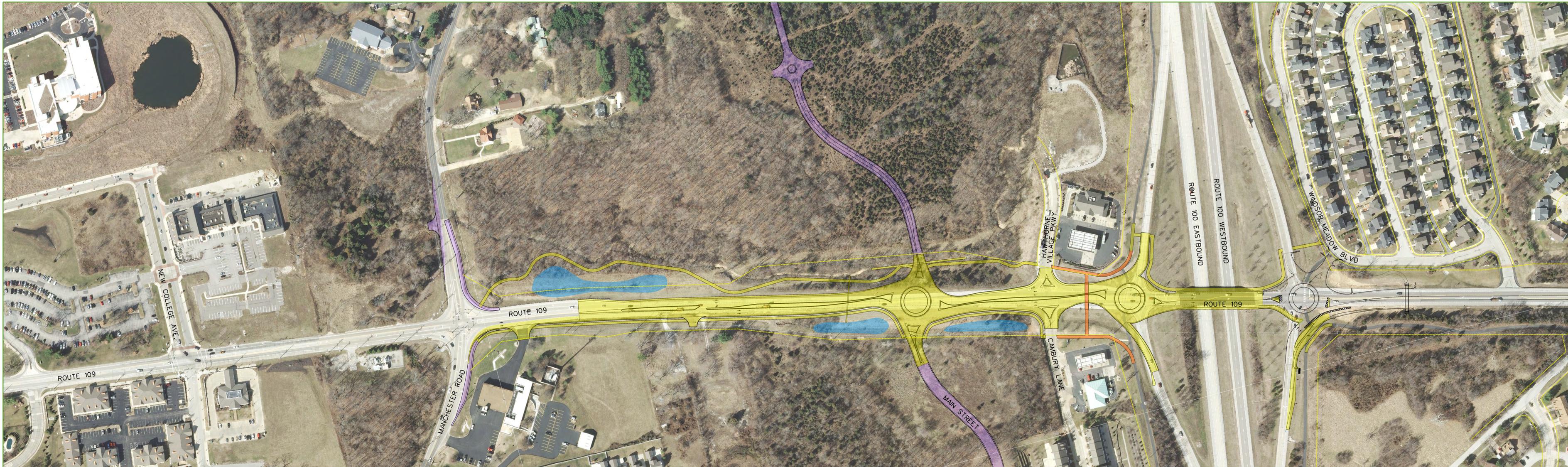
This recommendation was approved by the Administrative/Public Works Committee at their February 2, 2016 meeting.

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 8<sup>th</sup>, 2016, City Council Work Session.

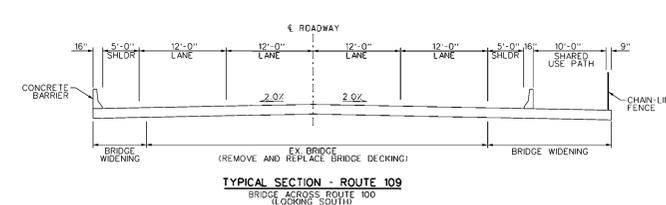
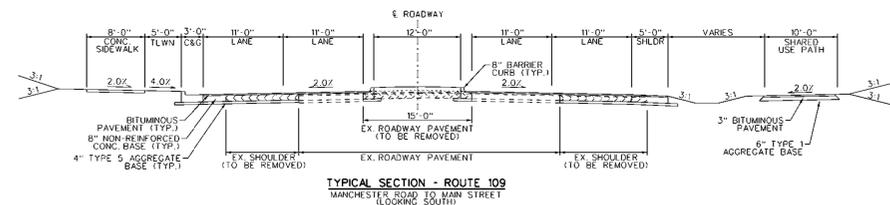
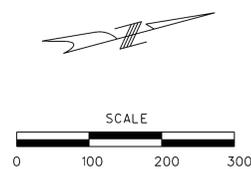
RCB

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**LEGEND**

- ROUTE 109 CORRIDOR IMPROVEMENTS
- PEDESTRIAN CULVERT UNDER ROUTE 109 AND 10-FOOT SHARED USE PATH (TAP FUNDING PENDING)
- POTENTIAL AREA FOR WATER QUALITY FEATURE
- BY OTHERS



**EXHIBIT 1**  
ROUTE 109 CORRIDOR  
FUTURE IMPROVEMENTS



# Project Development Workbook

## FY 2017-2020 Local Program

Surface Transportation Program – Suballocated (STP-S)



**EAST-WEST GATEWAY**  
Council of Governments

Creating Solutions Across Jurisdictional Boundaries

Gateway Tower  
One Memorial Drive, Suite 1600  
St. Louis, MO 63102-2451

December 2015

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## 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 and 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](mailto: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-section 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](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](http://bit.ly/EWGITS)) as well as the Congestion Management Process (CMP). The CMP (found at: [bit.ly/EWGCMP](http://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**

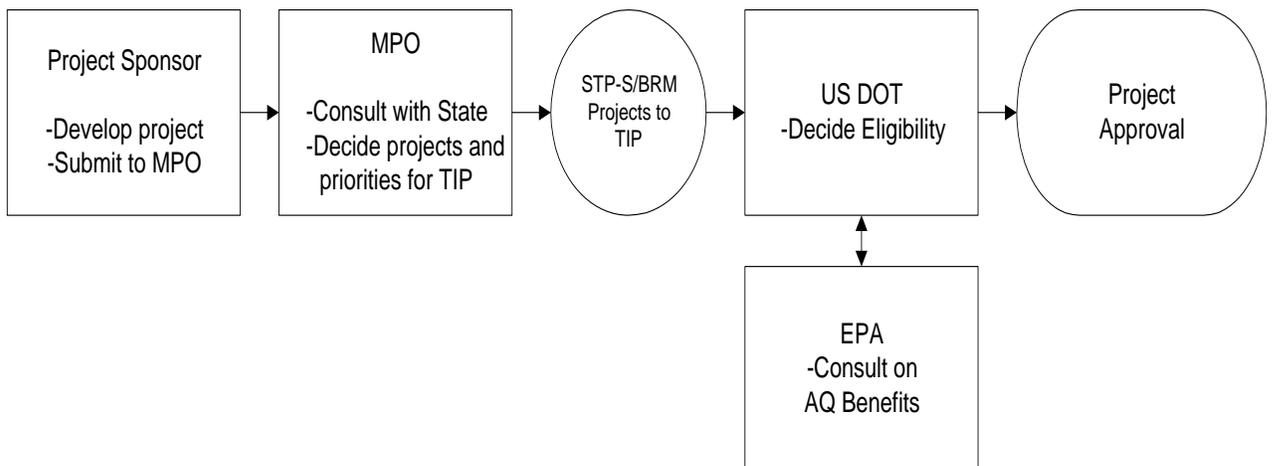
Two criteria determine project eligibility.

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](http://bit.ly/STPbridge2015) or [bit.ly/BRMbridge2015](http://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](http://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.

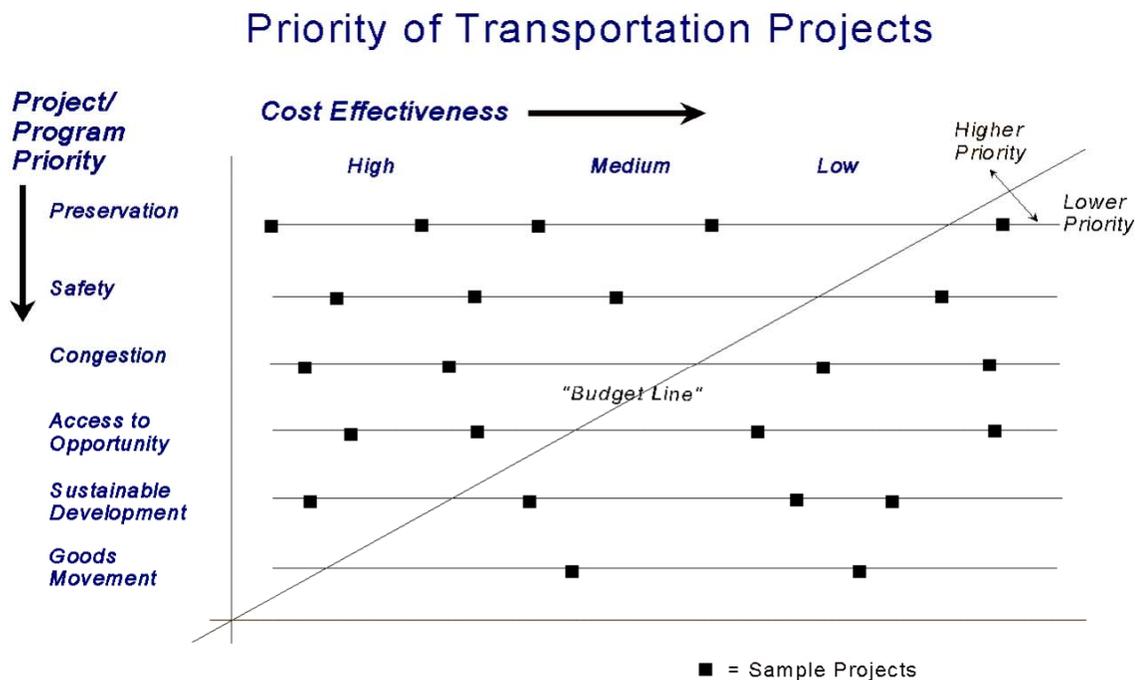
Two significant factors play a role in setting priorities for projects:

- 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 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.

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(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

<b>Potential Congestion Management Strategies</b>	
<b>Strategy Class</b>	<b>Representative Strategies/Measures</b>
Transportation Demand Management (TDM) Measures	Ridesharing (carpool/vanpool) Alternative Work Arrangements (telecommuting, flex-time, compressed work week) Transit and/or Shared Ride Subsidies Parking Management Guaranteed Ride Home Programs
Traffic Operational Improvements	Traffic Signal Improvements (timing improvements, demand-responsive signals, coordinated systems, computerized systems) Roadway geometric Improvements (turn lanes, acceleration/deceleration lanes, channelization) Time-of-Day Restrictions (turn restrictions, truck restrictions) Ramp Metering Commercial Vehicle Improvements Construction Management
High Occupancy Vehicle (HOV) Measures	HOV Lane Priority HOV Signal Priority HOV Access Priority (ramp by-pass) Support Facilities and Services (park-and-ride facilities)
Public Transit Capital Improvements	Exclusive Right-of-Way (rail, busways, bus lanes) Bus By-Pass Ramps Fleet Expansion Vehicle Replacement/Upgrades Transit Vehicle Management Systems Park-and-Ride Facilities Mode Change facilities (transit centers, transit rail stations)
Public Transit Operational Improvements	Transit Service Improvements (frequency, stop frequency, vehicle type, operating hours) Transit Routing Changes (modifications, expansion) Transit Coordination/Marketing Transit Information Systems Fare Reductions or Packages Traffic Operations (signal preemption, turnouts, rail crossing coordination)
Bicycle and Pedestrian Improvements	Infrastructure Improvements (bike lanes, paths, sidewalks) Support Services (bike racks and lockers, bike route maps)
Congestion Pricing	Road User Fees Parking Fees
Growth Management Strategies	Land Use Policies/Regulation Design Standards
Access Management	Driveway Control Median Control Frontage Roads
Incident Management	Detections Response Clearance Information/Routing
Intelligent Transportation Systems (ITS)	Advanced Traffic Management Systems (ATMS) Advanced Traveler Information Systems (ATIS) Advanced Public Transportation Systems (APTS) Commercial Vehicle Operations (CVO)
General Purpose Lanes	Freeway Lanes Arterial Lanes

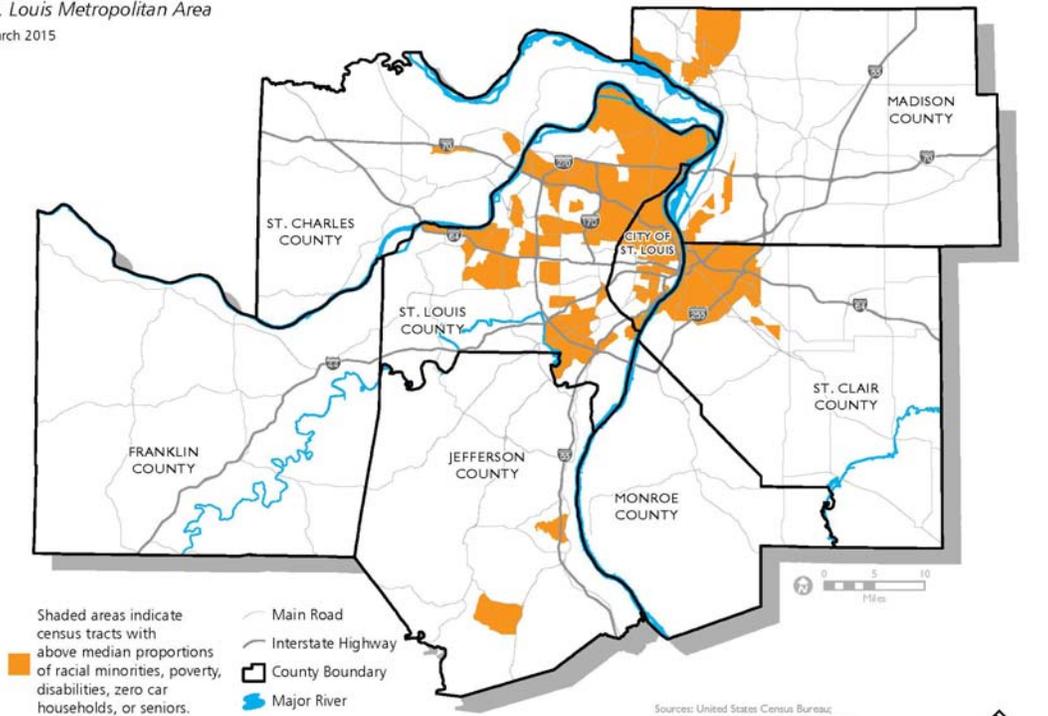
## APPENDIX C – Environmental Justice and Project Utilization Index

### 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.

### Environmental Justice Populations by Census Tract

St. Louis Metropolitan Area  
March 2015



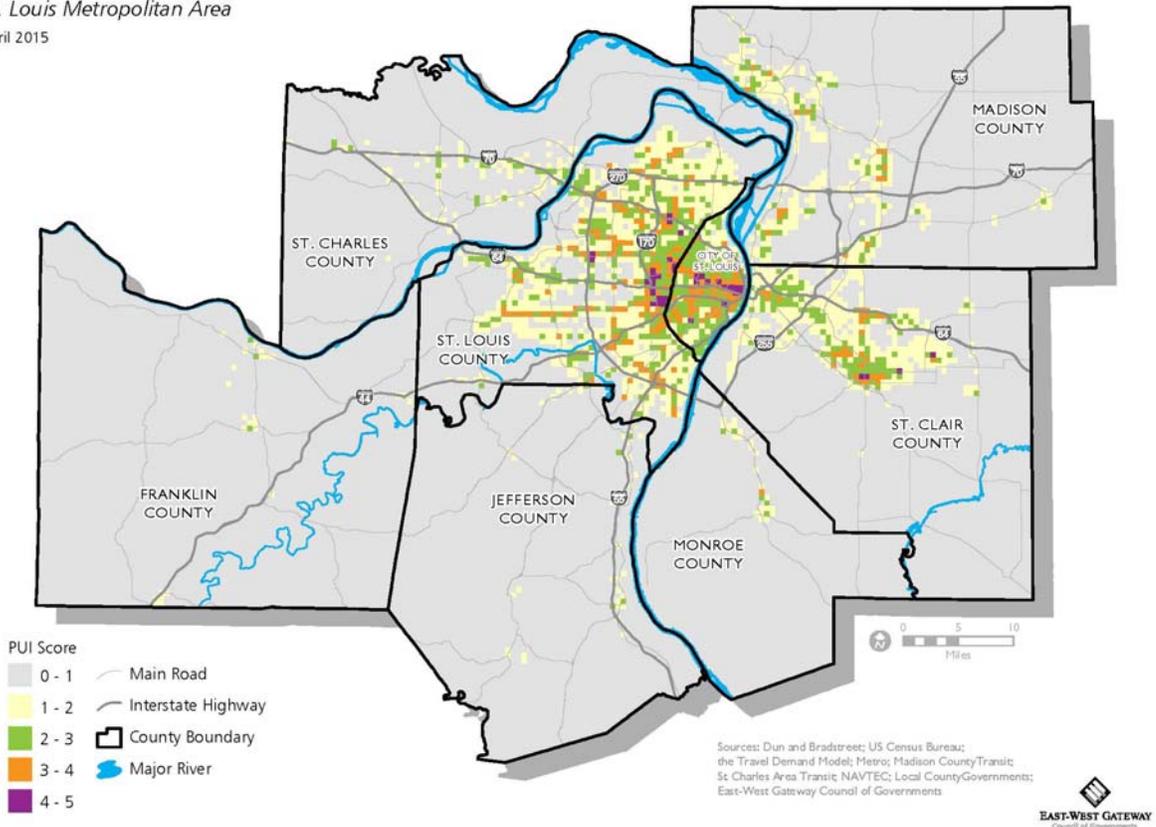
## Project Utilization Index

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).

## Project Utilization Index (PUI)

St. Louis Metropolitan Area

April 2015



## 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 or 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?

<b>Road Safety Audit</b>	<b>Traditional Safety Review</b>
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**

<b>PSR Rating</b>	<b>Description</b>	<b>Example</b>
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	

<b>PSR Rating</b>	<b>Description</b>	<b>Example</b>
4	Very good condition	
5	Brand new or excellent condition	