



## WILDWOOD

February 23, 2016

### MEMORANDUM

To: Planning/Economic Development/Parks Committee Members

From: Department of Planning and Parks

Re: **Community Park – Phase 2 Construction Management Proposal for Connection to Pond-Grover Loop Road**

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

The Department of Planning and Parks introduced the concept of the Phase 2 component for the community park project at a January 2015 meeting of this Committee. In this initial presentation, the Department noted that Phase 2 of the community park project was probably more a Phase 1A, given it would expand on the improvements that had been started in Phase 1. Specifically, these complementary improvements from the Phase 1 portion of the project, which would be expanded upon in this Phase 1A effort, include the access roadway, bridge, and trail system. Conversely, the major improvements of Phase 1 of the park project are the all-inclusive playground, the pavilion, and the dog park.

As part of the Phase 1 project, the access roadway was constructed with a connection to State Route 100 and ends at the bridge crossing at Bonhomme Creek, where the stockpiling of the fill material from these improvements was authorized, since this material would be needed for the future roadway extension to the Pond-Grover Loop Road. This excess of fill material had been anticipated by the Project Engineer and City staff, from the inception of the project and had been planned to be placed at the entry area into the park, along State Route 100, and some hauled off-site, but these plans were changed when it became clear that material could be used for the future roadway extension. The Department's position was not to pay for needed fill or to haul it back to the site at some point in the future. However, the stockpiling of this material is not attractive, nor adds to the function of the park.

These circumstances led the Department to seek the authorization to engage Oates Associates to provide a proposal to design the roadway, trail, and other improvements from the Bonhomme Creek Bridge to make a connection to the northeast to Pond-Grover Loop Road. This proposal was at a cost of forty-three thousand eight hundred dollars (\$43,800.00) and was planned to address this design over the remainder of 2015, with bidding planned on the approved engineering plans and bid specifications before the end of the year. The Committee agreed to proceed with the development of these plans and specifications and the City Council concurred, when it received the members' recommendation report in this regard. The required work began shortly after the ordinance's adoption by City Council on March 23, 2015.

The plans and specifications were completed by Oates Associates and then reviewed by the Departments of Public Works and Planning for additions, corrections, and other necessary revisions. Thereafter, the preliminary set of plans and specifications was presented to the Planning/Economic Development/Parks Committee for its consideration and action on September 22, 2015. With a favorable review by the Committee at that time, the plans were then forwarded to the City Council for receipt and filing on September 29, 2015.

With the approval of the engineered plans and bid specifications by the Committee and City Council, the project was advertised for bids in November 2015, with a planned opening in December of the same year. Information regarding this bidding process was provided to the City Council in January 2016, which endorsed proceeding forward with a contract for the selected bidder, which was also supported by the Planning/Economic Development/Parks Committee members at its January 26, 2016 meeting. The winning bid was from Gershenson Construction, the general contractor associated with Phase I of the community park project. The ordinance approving this contract was acted upon by City Council on February 8, 2016.

With the contract and contractor now ready to begin the project next month, the Department is seeking assistance to ensure the project's design, engineering, costs, and quality goals are met. This assistance would be in the form of a construction management contract with Oates Associates. Oates Associates has certainly proved its worth during Phase I of the community park project and knows the site extremely well, after more than five (5) years participating with the City on different planning and construction projects therein. This firm's ability to understand this project and the needs of the City would appear to be the best approach for Wildwood to undertake at this time.

To this end, Oates Associates has provided a proposal that amends the previous contract noted above and adds another six thousand five hundred dollars (\$6,500.00) to it. For this amount, Oates Associates will oversee the project from inception to completion. The Department believes having a consultant on the site assisting the City during the construction of the engineered improvements is incumbent to its success. Therefore, the Department is seeking a favorable recommendation to amend the existing contract with Oates Associates for the design and engineering services for Phase 2 of the community park project to include construction management efforts on the same. Overall the total contract amount would be raised to fifty thousand three hundred dollars (\$50,300.00) for both the past and current components of this project. Between grant funding for

this project from the St. Louis County Municipal Park Grant Commission and Capital Improvement Program Budget for 2016 of the City of Wildwood, this additional cost can be covered.

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



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fax 314.588.9605

www.oatesassociates.com

November 9, 2015

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

Re: Phase 2 - Community Park  
Park Access Road/ Pond Grover Loop Road Extension  
Modification 1

Dear Mr. Vujnich:

This letter will serve to modify our Agreement dated March 24, 2015 for the above reference project (hereinafter referred to as the Original Agreement), and authorizes additional engineering services and costs associated with changes in the scope of work. The additional services that have been requested are necessary to prepare a set of bid documents and provide bid assistance for the solicitation of a new general construction contract.

Originally, the Pond Grover Loop Road Extension was to be constructed as a change order to the general contract for the Phase 1 Community Park. Since US Fish and Wildlife will not permit tree removal until after November to minimize disturbance to a potential Indiana bat habitat, and the Phase 1 General Contract will be completed by that time, a separate set of sealed construction documents is required to publicly bid and administer the project to a new set of general contractors. Tasks associated with preparing a new set of construction documents include updating paving specifications and preparing a current set of front end documents. Tasks associated with bidding include answering questions during the bid period, opening bids, and recommending award to the lowest responsible bidder. Additional tasks associated with construction administration include administering a preconstruction meeting, holding bi-weekly progress meetings for a new contract, and performing a final walk-thru. We have also applied for environmental sign-offs that will apply to a new general contractor including MDNR land disturbance permits and coordinating tree clearing with US Fish and Wildlife for Indiana bat clearance.

The additional services will be provided under the terms and conditions of the Original Agreement. Billings for these services are estimated at \$6,500, which will increase the Basic Compensation from \$43,800 to \$50,300.

Unless a more formal agreement is required, please sign and return one copy of this letter to document this change to the Original Agreement.

Sincerely,  
**OATES ASSOCIATES, INC.**

  
Tom Cissell, PE  
Project Manager

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

Title: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Bill was passed and approved this 23 day of MARCH, 2015, by the Council of the City of Wildwood, Missouri, after having been read by title, or in full two (2) times, prior to its passage.

  
\_\_\_\_\_  
Presiding Officer

  
\_\_\_\_\_  
The Honorable Timothy Woerther, Mayor

ATTEST:

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

  
\_\_\_\_\_  
Lynne Greene Beldner  
Deputy City Administrator/City Clerk

City of Wildwood  
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: Department of Planning and Parks

DATE: March 24, 2015

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

700 Oates 3/24/15 / JW  
4-7-15

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

**I. SCOPE OF SERVICES**

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

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

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

**II. COMPENSATION**

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

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

Or

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

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

III. TIME AND MANNER OF PAYMENTS

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

IV. SCHEDULE OF WORK

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

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

DATES ASSOCIATES, INC.  
Consultant  
By *Tom Cissell*  
TOM CISSSELL, PE  
Title project manager

City of Wildwood  
By *Emily K. Smith*  
Title Mayor

ATTEST:  
*Jessica Yulee-Baldwin*  
DATE: 4-10-15

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

Attachment A

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

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

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

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

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

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

JJC 4/2/15  
W  
4-7-15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# ATTACHMENT B

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[www.oatesassociates.com](http://www.oatesassociates.com)

January 26, 2015

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

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

Dear Mr. Vujnich:

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

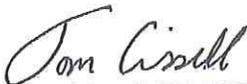
Our Basic Services will consist of providing a topographic survey, preliminary design, construction documents, part-time construction administration, and permit applications, all as set forth in the attached "Exhibit A: Scope of Work and Estimated Schedule". Oates Associates will manage and perform all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

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

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

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

Sincerely,  
**OATES ASSOCIATES, INC.**

  
Tom Cissell, PE, LEED AP  
Project Manager

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

Title: \_\_\_\_\_

## EXHIBIT A

### Scope of Work and Estimated Schedule

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

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

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

- Task 2.1: Kick-off/ coordination meeting with client to confirm goals and expectations
- Task 2.2: Set roadway alignments – horizontal and vertical
- Task 2.3: Perform storm water drainage computations including:
  - Design two cross-road pipe culverts
  - Design roadside ditches
  - Perform water quality computations and design a bioretention feature
- Task 2.4: Prepare permit applications for a MDNR Land Disturbance Permit
- Task 2.5: Perform a pavement design to determine the roadway pavement structure
- Task 2.6: Develop construction documents including:
  - An existing conditions and demo plan
  - Roadway plan and profile sheets.
  - Cross sections
  - Details
  - Storm Water Pollution Prevention Plan
- Task 2.7: Develop construction cost estimates
- Task 2.8: Submit the pre-final plans to the City for review and approval.

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

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

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

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

**EXHIBIT B**  
**HOURLY RATE SCHEDULE**

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

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



miles  
km

Google earth

500  
800



**Attachment C**  
 (Optional)  
**Consultant/Services Agreement**  
**Progress Payment Schedule**

Consultant: Oates Associates, Inc. Date: March 24, 2015  
 Project: Design and Engineered Drawings/Plans, along with Bid Specifications, for Phase 1A of  
the Community Park Property  
 Basic Compensation: \$43,800.00

<u>Phase of Work (Describe)</u>	<u>% of Total</u>	<u>Progress Payment</u>
Task One – Field Survey	<del>33</del> 20.1%	\$8,800 <i>OK 4/1/15</i> \$14,454.00
Task Two – Construction Documents	<del>33</del> 63.9%	\$28,000 <i>OK 4/2/15</i> \$14,454.00
Task Three – Construction Administration	<del>34</del> 16.0%	\$7,000 <i>OK 4/2/15</i> \$14,892.00

*OK*  
4-7-15

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

Attachment D

**Consultant Liability Insurance Requirements**

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

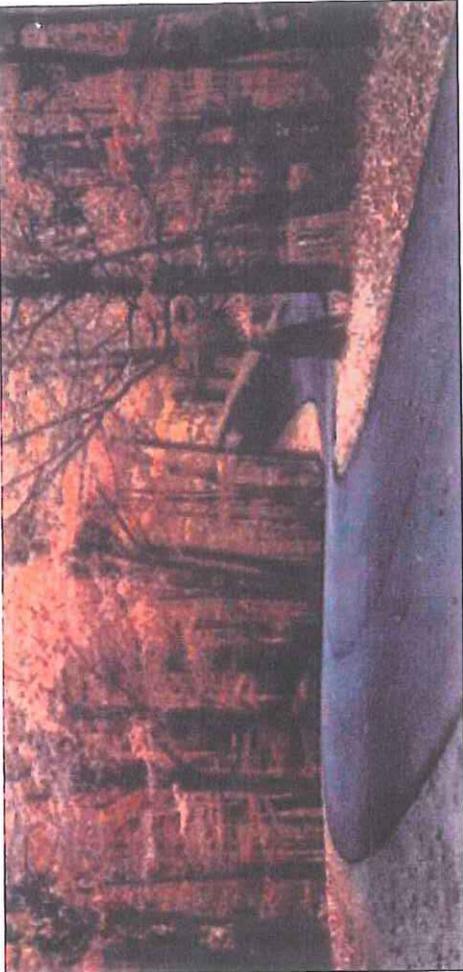
The policy(ies) shall be endorsed to cover the contractual liability of the Consultant under the General Conditions.

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

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000\*.
- (b) Comprehensive General Liability and Bodily Injury
  - Including Death: \$500,000 each person\*
  - \$3,000,000 each occurrence\*
  - Property Damage: \$3,000,000 each occurrence\*
  - \$3,000,000 aggregate\*
- (c) Comprehensive Automobile Liability, Bodily Injury
  - Including Death: \$500,000 each person\*
  - \$3,000,000 each occurrence\*
  - Property Damage: \$3,000,000 each accident\*
- (d) Professional Liability
  - ~~Including Death: \$500,000 each person\*~~
  - ~~\$3,000,000 each occurrence\*~~
  - Property Damage: <sup>1</sup>\$3,000,000 each occurrence\* *JJC 4/2/15 / W 4-7-15*
  - ~~\$3,000,000 aggregate\*~~

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

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



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## WILDWOOD

February 24, 2015

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

Re: Community Park – Phase IA Design and Engineering Proposal for Connection to Pond-Grover Loop Road

Council Members:

The Planning/Economic Development/Parks Committee was provided a series of presentations by the Department of Planning and Parks regarding what it described as future Phase IA improvements for the community park at its January and February meetings. These presentations started with some very general information and funding options for the work and, at the February meeting of the Committee, more specific information was made available to the members for their review and discussion. Specifically, at this February meeting of the Committee, information about the major improvements that are under construction in Phase One was provided by the Department and an explanation of how Phase IA would complement them under this proposal being submitted to the members' for their consideration and recommendation.

It is important to note the awarding of the grant by the Municipal Park Grant Commission and the timing of the completion of the Phase I improvements is what led the Department to start discussing the Phase IA opportunity for the park with the Committee members. Also leading to this presentation was the successful conclusion of the State Route 109 improvements, which included the western extension of the Pond-Grover Loop Road to the park's eastern boundary. These factors accelerated the ability of the City to provide a better means of access into the park, than the current planned area on State Route 100, and the Department advised the Committee of this circumstance.

As part of the Phase I project, the access roadway was constructed from State Route 100 and to the bridge crossing at Bonhomme Creek, where the stockpiling of the fill material from these improvements was authorized, since this material would be needed for the extension of this roadway to the Pond-Grover Loop Road. This excess of fill material had been anticipated by the Project Engineer and City staff, from the inception of the project, and had been planned to be placed at the entry area into the park, along State Route 100, and some hauled off-site, but these plans were changed, when it became clear that material could be used for the aforementioned future roadway extension. The City's position was not to pay for needed fill or to haul it back to the

site at some point in the future. However, the stockpiling of this material is not attractive, nor adds to the function of the park.

These circumstances led the Department to seek the authorization to engage Oates Associates to provide a proposal to design the roadway from the Bonhomme Creek Bridge to the Pond-Grover Loop Road. This proposal was at a cost of forty-three thousand eight hundred dollars (\$43,800.00) and would address this design over the next two (2) or so months. The cost of the design, and related construction, was, at the Department's error, to be provided from the Community Park Capital Improvement Program for 2015, which has a total of four hundred thousand dollars (\$400,000.00) assigned to it at this time. However, that funding was placed there to match the grant application for the Phase I playground, if awarded to the City, which again was successful. Accordingly, this funding amount is not necessarily available at this time, since the grant funding process is via a reimbursement, not direct payment.

However, in discussions with the City Administrator, the Capital Improvement Program for 2015 does have an additional \$444,000.00 available in it due to the successful grant application for the second pedestrian bridge by the Department of Public Works, which was budgeted at nine hundred thousand dollars (\$900,000.00), when first presented to City Council and the grant funding request had not been determined. Therefore, the Department asked the Committee to proceed with the contract for the design and engineering of Phase IA improvements for the community park. If this contract were to be awarded, the excess in this line item of the budget would still be \$400,200.00. This amount could then potentially be used for the construction of the roadway as well, if the City Council were to concur on such.

The Department of Planning and Parks explained to the Committee members that it was seeking the construction of these limited improvements at this time to make the planned primary access connection into the park from State Route 109, sooner than later, and remove the stockpile of fill from the site and place it at its intended location for this roadway. The roadway will improve access to the park and, in the future, provide needed parking spaces along the Great Meadow Area, since it would be converted from a two (2)-lane type to a one-way direction to accommodate the loop road design that was identified as part of the Concept Plan for the entire facility. If the design, engineering, and construction of the roadway are supported by the City Council at this time, it is the opinion of the Department the current contractor may still be on site and could be used for this construction and save a substantial sum of money due to no need for Gershenson Construction to mobilize to continue this project.

Accordingly, the Committee considered several items, which were as follows:

1. Allow the funding set aside for the second pedestrian bridge that had previously been allocated for it to be transferred to Phase IA improvements at the community park, rather than be returned to the Capital Improvements Fund at the end of this fiscal year.
2. Authorize the engagement of Oates Associates for the design and engineering of these Phase IA improvements.

3. Consider utilizing the current contractor for the work (Gershenson Construction), while on-site at this time.

The Committee considered these items and did support allocating some of the available funding to this project, so as the design and engineering necessary for the plans and bid specifications for Phase IA of improvements in the community park could proceed. The outcome of this action has multiple benefits, which include the following:

1. The improved access option will address any safety concerns with the State Route 100 location being used for primary ingress/egress to the park site, which might be voiced among users.
2. The use of the Pond-Grover Loop Road for access to the park property will provide a convenient route from the large population centers located to the east.
3. The benefits of the construction of the Pond-Grover Loop Road are multiplied by its use for access to the park property now, rather than later.
4. The construction of the roadway to make the desired connection is consistent with the Concept Plan and can be converted to provide parking in the future along the edge of the Great Meadow Area.

These benefits, in the opinion of the Committee, justified its favorable review of this contract proposal for consultant services in association with the City's community park property.

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

Respectfully submitted,  
CITY OF WILDWOOD

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

Cc: The Honorable Timothy Woerther, Mayor  
Administration/Public Works Committee Members  
Ryan S. Thomas, P.E., City Administrator  
Gary Crews, Superintendent of Parks and Recreation  
Tom Cissell, P.E. Project Engineer

\* 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.