



TENTATIVE AGENDA  
BOARD OF ALDERMEN WORK SESSION  
ST. PETERS JUSTICE CENTER, 1020 GRAND TETON DRIVE  
ST. PETERS, MO 63376  
DECEMBER 15, 2016 AT 5:00 P.M.

A. Communications from Board Members/Aldermanic Representatives

B. BOA Items for Discussion

No items scheduled for discussion

C. Mayor/City Administrator Item

1. [Rotary Hydrated Lime Purchase Recommendation](#) – Malach
2. [Dardenne Creek at St. Peters Golf Course Project Bid Recommendation](#) – Benesek
3. [St. Charles County Agreement for Arrowhead Industrial Intersection Improvement Project](#) - Benesek
4. [Eastern Missouri Pavement Consortium Agreement](#) – Benesek
5. [Indacom Drive Extension Alignment Study Consultant Recommendation](#) – Benesek
6. [Microsoft Office License Bid Recommendation](#) – Pratt
7. [St. Peters Golf and Banquet Center Consultant Recommendation](#) – Hutsler
8. [2017 Recycle Blue Bags Purchase](#) – Hanks-Sinecki
9. [Secretary of State/Records Retention Schedule](#) – Smith
10. Miscellaneous Updates – Batzel
11. Board Meeting Agenda Item Revisions – Batzel
12. Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021(1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

D. Adjournment

AGENDA Posted at City Hall: December 12, 2016  
By: P. Smith, City Clerk

Next Work Session: January 12, 2017

**RBA FORM (OFFICE USE)**

MEETING DATE: December 15, 2016

Regular (X) Work Session (X)

ATTACHMENT: YES ( ) NO (X)

Contract ( ) Ordinance (X) Other ( )

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**Request for Board Action  
By Staff**

Ward 1 ( ) 2 ( ) 3 ( ) 4 ( ) All

Wards (X)

**Brief Description:** Blanket Purchase Order to Mississippi Lime for rotary hydrated lime purchase for the St. Peters Water Treatment Plant.

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**Staff:** Recommended (X) Not recommended ( ) No Position ( )

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**Summary/Explanation:** The City uses approximately 1,400 tons of hydrated lime annually for treating the groundwater supply at the City's water treatment plant. The annual estimated usage is 1,400-ton. Mississippi Lime is quoting a price of \$175/ton. The annual cost for lime will be approximately \$245,000. Mississippi Lime is the only provider of hydrated lime in eastern Missouri.

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**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)  
The 2017 Water Sewer Fund budget for the purchase of lime is \$258,000.

The cost of the lime purchase is \$245,000

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RBA requested by: Bill Mabry 11-16-16 CA: [Signature]

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**RBA FORM (OFFICE USE)**

MEETING DATE: December 15, 2016

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance (X) Other ( )

**Request for Board Action  
By Staff**

**Ward** 1 (X) 2 ( ) 3 ( ) 4 ( ) All Wards ( )

**Brief Description:** Proposed ordinance authorizing the City Administrator to enter in to a contract to construct the Dardenne Creek at St. Peters Golf Course (Bid No. 17-119) creek bank stabilization project.

**Staff:** Recommended (X) Not recommended ( ) No Position ( )

**Summary/Explanation:** Please refer to the attached recommendation memo dated December 9, 2016.

**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)  
The engineers estimate for the Dardenne Creek at St. Peters Golf Course creek bank stabilization project is \$1,175,000. Funds for this project will come from the Local Parks and Storm Water Fund.

RBA requested by: Burt Benesek



CA: Russell W. Batzel





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**INTEROFFICE MEMORANDUM**

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**TO:** RUSS BATZEL, CITY ADMINISTRATOR  
**FROM:** BURT BENESEK, MANAGER/TDS  
**SUBJECT:** DARDENNE CREEK AT ST. PETERS GOLF COURSE  
(BID NO. 17-119) BID RECOMMENDATION  
**DATE:** DECEMBER 9, 2016  
**CC:** LIANE SARGENT, DIRECTOR OF ENGINEERING

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**Recommendation:** Based on my review, I recommend the Dardenne Creek at St Peters Golf Course project (Bid No. 17-119), be awarded to the low, responsive bidder, Gershenson Construction Company of Eureka, Missouri. Approval of this recommendation will authorize the award of a contract in the initial amount of \$773,978.00 for stabilization of the creek banks at Hole 8 and 5 (Bid Option)

Funds for this project are allocated within the Local Park and Storm Water bond fund. The engineer's opinion of probable cost was \$1,174,317.

**Background:** On December 8, 2016, bids were received and opened for the Dardenne Creek at St Peters Golf Course project (Bid No. 17-119). The project specifications requested bids for repairs to the creek bank at Hole 8 only (Base Bid) and repairs to the creek banks at Holes 8 and 5 (Bid Option). As creek bank stabilization is needed for both Holes 8 and 5, and the bids received were favorable and well within engineer's opinion of probable cost, award of the Bid Option for repairs at both holes 5 and 8 are recommended.

Gershenson Construction Company of Eureka, Missouri, submitted the low, responsive bid for repairs to Hole 8 and Hole 5 of \$773,978.00. The bid submitted by Gershenson Construction Company is 12% lower than the second lowest bid received and 24.6% lower than the average of the bids received. A summary of the bids received is provided below.

<b>Bidder</b>	<b>Total</b>
<b>Gershenson Construction Co.</b>	<b>\$773,978.00</b>
Ideal Landscape Construction, Inc.	\$867,222.00
JTL Landscaping, LLC	\$907,040.53
Kolb Grading, LLC	\$927,282.02
Kuesel Excavating Company, Inc.	\$1,080,699.00
NB West Contracting Co.	\$1,232,218.50

Gershenson Construction Company, Inc. was founded in 1977 and specializes in concrete paving, structural concrete, sewer and water line work, site improvements, roads, bridges, creek/lake stabilization, small structures and park improvements. The company is a regionally recognized general contracting company having successfully completed numerous public,

commercial and industrial projects. Gershenson is a MODOT approved prime contractor who has sufficient resources, staff and experience to complete the project as specified.

# Bid/Quotation Tabulation

Purchasing Department

City of  
St. Peters  
Missouri



P.O. Box 9 • One St. Peters Centre Blvd.  
St. Peters, MO • 63376  
www.stpetersmo.net • email: bids@stpetersmo.net  
phone: 636.477.6600 • fax: 636.939.4411

Bid 17-119 - Dardenne Creek at St. Peters Golf Course  
Bid Opening 2:00 PM December 8, 2016

All Bids are subject to correction after  
Bids have been completely reviewed

Item	Description Hole 8	Quantity	Unit	Gershenson Construction Co.		Kolb Grading, LLC		Ideal Landscape Construction, Inc.		JTL Landscaping, LLC		Kuesel Excavating Company, Inc.		NB West Contracting Co.	
				Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
1	Clearing and Grubbing	0.95	AC.	\$500.00	\$475.00	\$30,492.63	\$28,968.00	\$10,000.00	\$9,500.00	\$15,000.00	\$14,250.00	\$15,000.00	\$14,250.00	\$15,000.00	\$950.00
2	Misc. Removals, Removals and Relocations	1	L.S.	\$6,632.00	\$6,632.00	\$2,200.00	\$2,200.00	\$7,104.00	\$7,104.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$32,068.00	\$32,068.00
3	Excavation	4,145	C.Y.	\$7.00	\$29,015.00	\$4.00	\$16,580.00	\$15.00	\$62,175.00	\$6.00	\$24,870.00	\$15.00	\$62,175.00	\$12.00	\$49,740.00
4	Embankment - Final Fill Material	2,669	C.Y.	\$5.00	\$13,345.00	\$8.00	\$21,352.00	\$10.00	\$26,690.00	\$9.00	\$24,021.00	\$20.00	\$53,380.00	\$18.00	\$48,042.00
5	Haul Off Soils Material	1,476	C.Y.	\$5.00	\$7,380.00	\$12.00	\$17,712.00	\$5.00	\$7,380.00	\$9.00	\$13,284.00	\$13.50	\$19,926.00	\$24.00	\$35,424.00
6	Stone for Haul Road and LPSTP (400# Well-Graded Stone) (In Place)	2,183	TONS	\$35.00	\$76,405.00	\$38.00	\$82,954.00	\$55.00	\$120,065.00	\$37.00	\$80,771.00	\$45.00	\$98,235.00	\$50.00	\$109,150.00
7	Rock Key 6' Deep (400# Well-Graded Stone) (In Place)	262	TONS	\$40.00	\$10,480.00	\$38.00	\$9,956.00	\$55.00	\$14,410.00	\$40.00	\$10,480.00	\$45.00	\$11,790.00	\$50.00	\$13,100.00
8	10" Thick RR-2 Bedding	154	C.Y.	\$45.00	\$6,930.00	\$44.00	\$6,776.00	\$50.00	\$7,700.00	\$20.00	\$3,080.00	\$75.00	\$11,550.00	\$80.00	\$12,320.00
9	Live Siltation (Behind LPSTP) (4'-6" Poles, 1/4" to 2" Dia. at Butt End)	480	EA.	\$15.00	\$7,200.00	\$16.00	\$7,680.00	\$10.00	\$4,800.00	\$13.21	\$6,340.80	\$15.00	\$7,200.00	\$15.00	\$7,200.00
10	Living Dike (Includes Poles Adjacent to Rock Keys) (4'-6" Poles, 1/4" to 2" Dia. at Butt End)	609	EA.	\$15.00	\$9,135.00	\$16.00	\$9,744.00	\$10.00	\$6,090.00	\$13.21	\$8,044.89	\$15.00	\$9,135.00	\$15.00	\$9,135.00
11	Native Seed & Blanket (Area of 2:1 Slope)	497	S.Y.	\$6.00	\$2,982.00	\$5.00	\$2,485.00	\$10.00	\$4,970.00	\$2.35	\$1,148.25	\$7.50	\$3,727.50	\$5.00	\$2,485.00
12	2" Dia. Native Trees	5	EA.	\$367.00	\$1,835.00	\$375.00	\$1,875.00	\$500.00	\$2,500.00	\$293.70	\$1,468.50	\$375.00	\$1,875.00	\$400.00	\$2,000.00
13	Native Shrubs	6	EA.	\$105.00	\$630.00	\$110.00	\$660.00	\$75.00	\$450.00	\$37.29	\$223.74	\$110.00	\$660.00	\$100.00	\$600.00
14	Sod (Fescue) - Stockpile Area, Fairway to Top Slope/Manicured Areas & Cart Path Restoration Area	5,198	S.Y.	\$2.50	\$12,995.00	\$6.00	\$31,188.00	\$6.00	\$31,188.00	\$6.00	\$31,188.00	\$6.00	\$31,188.00	\$5.50	\$28,589.00
15	Sediment and Erosion Control	1	L.S.	\$5,000.00	\$5,000.00	\$13,400.00	\$13,400.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
16	Construction & Maintenance of Construction Access Road	1	L.S.	\$25,000.00	\$25,000.00	\$20,500.00	\$20,500.00	\$3,500.00	\$3,500.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00
17	Construction Surveying and Staking	1	L.S.	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
18	Construction As-Built Plans as Required by City of St. Peters	1	L.S.	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
19	Mobilization	1	L.S.	\$40,000.00	\$40,000.00	\$32,800.00	\$32,800.00	\$11,000.00	\$11,000.00	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$82,000.00	\$82,000.00
20	Quality Control/Testing by Professional Soils Engineer	1	L.S.	\$4,500.00	\$4,500.00	\$10,800.00	\$10,800.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$7,400.00	\$7,400.00
21	Restore Rock Base at Golf Cart Path (4" Type 5 Compacted Aggregate Base)	600	S.Y.	\$5.75	\$3,450.00	\$10.00	\$6,000.00	\$7.00	\$4,200.00	\$3.50	\$2,100.00	\$4.50	\$2,700.00	\$7.00	\$4,200.00
<b>Grand Total</b>				<b>\$268,892.00</b>		<b>\$327,630.00</b>		<b>\$333,222.00</b>		<b>\$368,240.18</b>		<b>\$396,491.50</b>		<b>\$456,403.00</b>	

Item	Description Hole 5 & 8	Quantity	Unit	Gershenson Construction Co.		Kolb Grading, LLC		Ideal Landscape Construction, Inc.		JTL Landscaping, LLC		Kuesel Excavating Company, Inc.		NB West Contracting Co.	
				Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
1	Clearing and Grubbing	2.1	AC.	\$5,500.00	\$11,550.00	\$30,492.63	\$64,034.52	\$10,000.00	\$21,000.00	\$15,000.00	\$31,500.00	\$15,000.00	\$31,500.00	\$25,000.00	\$52,500.00
2	Misc. Removals, Removals and Relocations	1	L.S.	\$26,000.00	\$26,000.00	\$34,500.00	\$34,500.00	\$5,000.00	\$5,000.00	\$90,000.00	\$90,000.00	\$20,000.00	\$20,000.00	\$72,600.00	\$72,600.00
3	Excavation	12,270	C.Y.	\$7.50	\$92,025.00	\$4.00	\$49,080.00	\$15.00	\$184,050.00	\$6.00	\$73,620.00	\$15.00	\$184,050.00	\$12.00	\$147,240.00
4	Embankment - Final Fill Material	3,037	C.Y.	\$5.00	\$15,185.00	\$8.00	\$24,296.00	\$10.00	\$30,370.00	\$9.00	\$27,333.00	\$20.00	\$60,740.00	\$18.00	\$54,666.00
5	Haul Off Soils Material	9,253	C.Y.	\$4.00	\$36,932.00	\$12.00	\$110,796.00	\$5.00	\$46,165.00	\$9.00	\$83,097.00	\$13.50	\$124,645.50	\$24.00	\$221,592.00
6	Stone for Haul Road and LPSTP (400# Well-Graded Stone) (In Place)	6,259	TONS	\$35.00	\$219,065.00	\$38.00	\$237,842.00	\$50.00	\$312,950.00	\$37.00	\$231,583.00	\$45.00	\$281,655.00	\$50.00	\$312,950.00
7	Rock Key (3.5' Deep - Hole 5) (6' Deep - Hole 8) (400# Well-Graded Stone) (In Place)	980	TONS	\$35.00	\$34,300.00	\$38.00	\$37,240.00	\$50.00	\$49,000.00	\$37.00	\$36,260.00	\$45.00	\$44,100.00	\$50.00	\$49,000.00
8	10" Thick RR-2 Bedding	466	C.Y.	\$35.00	\$16,310.00	\$44.00	\$20,504.00	\$40.00	\$18,640.00	\$20.00	\$9,320.00	\$75.00	\$34,950.00	\$80.00	\$37,280.00
9	Live Siltation (Behind LPSTP) (4'-6" Poles, 1/4" to 2" Dia. at Butt End)	2,640	EA.	\$15.00	\$39,600.00	\$16.00	\$42,240.00	\$10.00	\$26,400.00	\$13.21	\$34,874.40	\$15.00	\$39,600.00	\$15.00	\$39,600.00
10	Living Dike (Includes Poles Adjacent to Rock Keys) (4'-6" Poles, 1/4" to 2" Dia. at Butt End)	2,115	EA.	\$15.00	\$31,725.00	\$16.00	\$33,840.00	\$10.00	\$21,150.00	\$13.21	\$27,939.15	\$15.00	\$31,725.00	\$15.00	\$31,725.00
11	Native Seed & Blanket (Area of 2:1 Slope)	2,967	S.Y.	\$8.00	\$23,736.00	\$5.00	\$14,835.00	\$10.00	\$29,670.00	\$2.35	\$6,675.75	\$7.50	\$22,252.50	\$5.00	\$14,835.00
12	2" Dia. Native Trees	25	EA.	\$364.00	\$9,100.00	\$375.00	\$9,375.00	\$500.00	\$12,500.00	\$293.70	\$7,342.50	\$375.00	\$9,375.00	\$400.00	\$10,000.00
13	Native Shrubs	37	EA.	\$104.00	\$3,848.00	\$110.00	\$4,070.00	\$75.00	\$2,775.00	\$37.29	\$1,379.73	\$110.00	\$4,070.00	\$100.00	\$3,700.00
14	Sod (Fescue) Stockpile Area, Fairway to Top Slope/Manicured Areas & Cart Path Restoration Area	10,891	S.Y.	\$2.00	\$21,782.00	\$6.00	\$65,346.00	\$6.00	\$65,346.00	\$6.00	\$65,346.00	\$6.00	\$65,346.00	\$5.50	\$59,900.50
15	Sediment and Erosion Control	1	L.S.	\$5,000.00	\$5,000.00	\$27,000.00	\$27,000.00	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00
16	Construction & Maintenance of Construction Access Road	1	L.S.	\$43,000.00	\$43,000.00	\$44,000.00	\$44,000.00	\$7,500.00	\$7,500.00	\$40,000.00	\$40,000.00	\$36,000.00	\$36,000.00	\$6,000.00	\$6,000.00
17	Construction Surveying and Staking	1	L.S.	\$8,500.00	\$8,500.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00
18	Construction As-Built Plans as Required by City of St. Peters	1	L.S.	\$3,000.00	\$3,000.00	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00
19	Mobilization	1	L.S.	\$120,000.00	\$120,000.00	\$64,800.00	\$64,800.00	\$9,666.00	\$9,666.00	\$75,000.00	\$75,000.00	\$32,800.00	\$32,800.00	\$83,000.00	\$83,000.00
20	Quality Control/Testing by Professional Soils Engineer	1	L.S.	\$6,000.00	\$6,000.00	\$21,600.00	\$21,600.00	\$7,500.00	\$7,500.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00
21	Restore Rock Base at Golf Cart Path (4" Type 5 Compacted Aggregate Base)	1,220	S.Y.	\$6.00	\$7,320.00	\$10.00	\$12,200.00	\$7.00	\$8,540.00	\$3.50	\$4,270.00	\$4.50	\$5,490.00	\$7.00	\$8,540.00
<b>Grand Total</b>				<b>\$773,978.00</b>		<b>\$927,282.02</b>		<b>\$867,222.00</b>		<b>\$907,040.53</b>		<b>\$1,080,699.00</b>		<b>\$1,232,218.50</b>	

Bid	% Avg	% 2nd
\$ 773,978.00	24.6%	-12.0%
\$ 867,222.00		
\$ 907,040.53		
\$ 927,282.02		
\$ 1,080,699.00		
\$ 1,232,218.50		
<b>\$ 964,740.01</b>		

**RBA FORM (OFFICE USE)**

MEETING DATE: December 15, 2016

Regular ( ) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance ( ) Other (X)

**Request for Board Action  
By Staff**

Ward 1 (X) 2 ( ) 3 ( ) 4 ( ) All Wards ( )

**Brief Description:** An ordinance to authorize the City Administrator to enter in to an agreement with St. Charles County for the Salt River Road – Arrowhead Industrial Boulevard Intersection Improvement Project.

Staff: Recommended (X) Not recommended ( ) No Position ( )

**Summary/Explanation:** The City of St. Peters has been awarded reimbursement funds through the St. Charles County Road Board for design, property acquisition and construction of the Salt River Road – Arrowhead Industrial Boulevard Intersection Improvement Project. This project will evaluate the intersection to determine viable and optimal intersection configurations to serve the Arrowhead Industrial Park development while limiting traffic disruption along Salt River Road. The project will then design and construct the selected concept, which among other improvements will replace an existing span wire traffic signal. In order to receive said funds, the City must execute an agreement with the St. Charles County, which details the funding requirements.

**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.) Execution of this ordinance and agreement will allow the City of St. Peters to be eligible to receive 80% reimbursement, up to \$658,773, for eligible design, property acquisition and construction expenses. The total estimated cost of the Salt River Road – Arrowhead Industrial Boulevard Intersection Improvement Project is \$823,466. This project is part of the current five year Capital Improvement Plan.

RBA requested by: Burt Benesek



CA: Russell W. Batzel



AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF ST. PETERS FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT SALT RIVER ROAD AT ARROWHEAD INDUSTRIAL BOULEVARD

This agreement is entered into by the St. Charles County, Missouri, hereinafter referred to as “County” and City of St. Peters, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Salt River Road @ Arrowhead Industrial Boulevard Traffic Signal, (the “Project”), for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance \_\_\_\_ - \_\_\_\_ to execute this agreement with the Municipality for the use beginning in fiscal year 2017 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed \$658,773, (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project at the intersection of Salt River Road and Arrowhead Industrial Boulevard. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as \$823,466.

The Municipality will be reimbursed by the County for 80% of actual costs, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE: PLAN SUBMISSION AND REVIEW

Conceptual Plans (30%)

The Municipality shall submit to the St. Charles County Roads and Traffic office a Conceptual Plan (30%) for approval prior to proceeding with Preliminary Plans. The St. Charles County Roads and Traffic Manager will provide the Municipality with either written approval for the Municipality to proceed with preliminary design or comments for the Municipality to consider. The Municipality shall refine the Conceptual Plan and resubmit. This plan shall include the following:

- Title Sheet;
- Typical Sections;
- Plan and Profiles (shall provide the existing and proposed right-of-way limits, grading limits and location of existing utilities); and
- Cross Sections.

### Preliminary Plans (70%)

The Municipality shall submit to the St. Charles County Roads and Traffic office a Preliminary Plan (70%) for approval prior to proceeding with right-of-way acquisition. The St. Charles County Roads and Traffic Manager will provide the Municipality with either written approval or comments for the Municipality to consider. The Municipality shall refine the Preliminary Plan and resubmit. This plan, in addition to the sheets outlined above for the Conceptual Plan, shall include the following:

- Storm Sewer Profiles and Culverts;
- Traffic Control;
- Erosion Control;
- Pavement Marking and Signing;
- Retaining Walls;
- Driveway and subdivision street entrances; and
- Construction Details.

### Final Plans

The Municipality shall submit to the St. Charles County Roads and Traffic office a Final Plan for approval prior to proceeding with construction. The Final Plan shall include a work day study for the construction phase of the Project. The St. Charles County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Plan and resubmit. No Transportation Sales Tax funds will be released for construction until the Final Plan has been approved.

### Plan Submission

The Conceptual Plan, Preliminary Plan, and Final Plan shall be submitted as given herein unless instructed otherwise. A hard copy (11" x 17", half size) shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 534. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The plans should be uploaded as a single file that contains all the plan sheets.

## SECTION FOUR: MEETING ATTENDANCE

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

## SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality shall provide traffic count and land use information as requested. A minimum of five (5) count

locations will be requested on an annual basis.

#### SECTION SIX: RIGHT-OF-WAY

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name, and St. Charles County hereby authorizes the Municipality to condemn in the County's name for this limited purpose. Further, the St. Charles County Counselor hereby appoints the City Attorney of the Municipality as a Special County Counselor for the purpose of pursuing any such condemnation action, if necessary. All such property interests acquired within the unincorporated area shall be vested in the County.

#### SECTION SEVEN: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

#### SECTION EIGHT: TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in Exhibit A to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

#### SECTION NINE: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

The County and Municipality reserve the right to terminate this agreement, if (A) the Municipality does not provide traffic count data as required in Section 5, or (B) this agreement has been terminated according to Section 11.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

## SECTION TEN: OTHER FUNDING

Municipality agrees to apply for federal funds from the East-West Gateway Council of Governments (“EWGCOG”). Municipality shall submit a copy of its proposed application to the St. Charles County Roads and Traffic Manager for review and concurrence before filing such application.

Should federal funds not be received, Municipality shall discuss its project application with EWGCOG and resubmit a revised application. This process shall be repeated until federal funds are received or final design plans have been approved by the Roads and Traffic Manager.

Costs for the Project will be reapportioned between the parties should federal funds or funds from any other source be secured for the Project as outlined below.

- (A) The County and Municipality will share federal funds and funds from any other sources based on the cost share percentages provided in Section Two.
- (B) The County Contribution Amount will be reduced by the County’s share of additional funds secured.
- (C) The County will reimburse the Municipality in an amount of the cost share percentage provided in Section Two of the remainder of eligible project costs after federal funds and funds from any other source have been deducted from reimbursement requests prepared by the Municipality in accordance with Section Fourteen, up to the limit of the County Contribution Amount.

## SECTION ELEVEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

#### SECTION TWELVE: PROJECT SCHEDULE

Timely completion is an essential element of this contract and every effort shall be made to meet the project schedule provided in this agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by December 31, 2019. The County may deduct Nine Hundred Fifty Dollars (\$950) per calendar day from any money due to the Municipality for work not completed by the date given above. The amount specified above is not a penalty but liquidated damages for losses to the County and public. The liquidated damages amount given is from the Missouri Department of Transportation's Local Public Agency Manual, dated January 1, 2008.

#### SECTION THIRTEEN: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

#### SECTION FOURTEEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County's St. Charles County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the St. Charles County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

#### SECTION FIFTEEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

#### SECTION SIXTEEN: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in

the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

#### SECTION SEVENTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

#### SECTION EIGHTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

*[Remainder of page left blank intentionally. Signatures page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

Executed by the Municipality this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

CITY OF (MUNICIPALITY), MISSOURI

ST. CHARLES COUNTY, MISSOURI

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

County Registrar

Title \_\_\_\_\_

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: \_\_\_\_\_  
Bob Schnur, Director of Finance

DATED: \_\_\_\_\_

This Road Project Paid In Part  
Through Your  
St. Charles County  
1/2 Cent Transportation Sales Tax



*For more information, please visit  
[www.sccmo.org](http://www.sccmo.org)*

**RBA FORM (OFFICE USE)**  
MEETING DATE: December 15, 2016  
Regular ( ) Work Session (X)  
ATTACHMENT: YES (X) NO ( )  
Contract ( ) Ordinance ( ) Other ( )

**Request for Board Action  
By Staff**

**Ward** 1 ( ) 2 ( ) 3 ( ) 4 ( ) All Wards (X)

**Brief Description:** An ordinance to authorize the City Administrator to negotiate and execute a cooperative agreement with the City of O'Fallon, Missouri, to form and participate in the Eastern Missouri Pavement Consortium

**Staff:** Recommended (X) Not recommended ( ) No Position ( )

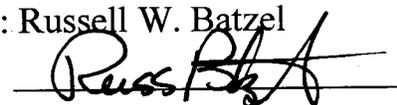
**Summary/Explanation:** Please see the attached recommendation memo, dated 12/05/16

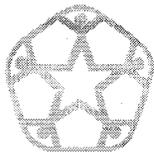
**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)  
The maximum annual cost of membership and administration fees for the Eastern Missouri Pavement Consortium for the City of St. Peters is \$12,200.00 per year. The City will be billed quarterly. Said funds will come from the Transportation Trust Fund.

RBA requested by: Burt Benesek



CA: Russell W. Batzel





CITY OF ST. PETERS, MO

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**INTEROFFICE MEMORANDUM**

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**TO:** RUSS BATZEL, CITY ADMINISTRATOR  
**FROM:** BURT BENESEK, MANAGER/TDS *mm 12/5/16*  
**SUBJECT:** EASTERN MISSOURI PAVEMENT CONSORTIUM COOPERATIVE AGREEMENT  
**DATE:** DECEMBER 5, 2016  
**CC:**

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**Recommendation:** After careful review, I recommend the City of St. Peters execute a cooperative agreement with the City of O'Fallon, Missouri, to form and join the Eastern Missouri Pavement Consortium (EPMC). The EPMC will develop pavement and concrete design standards and provide concrete mix design review, material certification and construction and material testing services for member agencies to help ensure quality construction of roadway and other public infrastructure improvements. Approval of this recommendation will authorize execution of the attached membership agreement and payment of an annual membership fee of up to \$12,000.00 and \$200.00 annual administration fee. Funds for membership with the EPMC are recommended to come from the Transportation Trust Fund.

**Background:** The City of O'Fallon, Missouri, in response to concerns regarding premature failure of concrete pavement placed within the past 10 to 15 years, conducted an evaluation of concrete mix design and various materials used to make concrete pavement. The investigation found that in certain instances the type and quality of the aggregate used by concrete suppliers contributed to the observed premature failure. Further evaluation of current material supply and pavement design found reliance on Missouri Department of Transportation (MoDOT) certification of materials, suppliers and pavement designs is no longer adequate to ensure the quality of concrete and construction materials used for roadway and other related public infrastructure.

To help improve the quality of concrete and other construction materials used to for public roadway and infrastructure projects, as well as to improve pavement design and inspection practices, the City of O'Fallon has proposed a consortium of state, county and local government agencies to cooperatively develop and implement construction material supplier certification standards and assist with construction inspection, material inspection and pavement design review. The Eastern Missouri Pavement Consortium (EMPC) will be modeled after the existing Kansas City Metro Materials Board.

EMPC member agencies will pay an annual fee based on population, to allow the EPMC to hire a consultant to develop pavement design standards suitable for the types of

materials available in the St. Louis and St. Charles County area, review and certify proposed concrete designs, certify and periodically inspect material suppliers, provide construction inspection training, and provide general administration of EMPC programs. EMPC member agencies will also have access to consultant provided construction inspection and material testing services at competitive rates negotiated by the EMPC annually.

Membership in the EMPC is voluntary and does not obligate the member agency to adopt standards or specifications implemented by the consortium. Member agencies may use some or all of the services offered by the consortium and may terminate its membership at anytime, with written notice and completion of obligations initiated prior to notice to terminate membership.

Execution of the attached agreement allows the City of St. Peters to join the EMPC and obligates the City to pay a quarterly membership fee based on services rendered less any fees collected by material suppliers and contractors. The maximum annual cost of membership is limited based on the population of the member agency. Per Section D, Part D of the EMPC agreement, St. Peters is considered a "Medium-Large Agency", and therefore membership costs will be no more than \$12,000.00, plus a \$200.00 administration fee, annually.

Based on my discussions with the EMPC organizers with the City of O'Fallon and other St. Charles County agencies considering membership, and reviewing the operation and accomplishments of the Kansas City Materials Board (to which the EMPC will be modeled), I recommend the City of St. Peters join the EMPC. The value of the consultant services, staff training and construction material supply oversight and certification to be provide, coupled with access to negotiated rates for third party construction inspection and on-site material testing services will far outweigh the annual cost of membership.

## EASTERN MISSOURI PAVEMENT CONSORTIUM AGREEMENT

This EASTERN MISSOURI PAVEMENT CONSORTIUM AGREEMENT (hereinafter, the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of O’Fallon, Missouri (hereinafter, “O’Fallon”) and \_\_\_\_\_ (hereinafter, “\_\_\_\_\_”) a county, municipality or other political subdivision within the state of Missouri.

### RECITALS:

WHEREAS, Section 70.220 RSMo authorizes counties, political subdivisions and municipalities to contract and cooperate among themselves for common services; and

WHEREAS, the political subdivisions that are parties to this Agreement share a common interest in ensuring quality materials and construction in public infrastructure projects; and

WHEREAS, this cooperative contracting arrangement is intended to provide economic, investigational and logistical advantages for member agencies through shared quality control and quality assurance services associated with pavement construction within the jurisdiction of member agencies; and

WHEREAS, the “Eastern Missouri Pavement Consortium” (EMPC) will provide engineering services, material testing services and other related items furthering the goals of the Consortium through joint purchases and contracting.

NOW, THEREFORE, in consideration of the in consideration of the covenants and undertakings and payments to be made as hereinafter provided, the sufficiency of which consideration is hereby acknowledged by all Parties it is hereby agreed as follows:

### SECTION 1: DEFINITIONS

When used in this agreement, the following words shall have the following meaning unless the context clearly indicates or requires a different meaning.

“Member” and “Member Agency” means any state agency, county, municipality or political subdivision that is a party to this cooperative contracting agreement.

“Parties” and “Party” shall mean agencies which execute this Eastern Missouri Pavement Consortium Agreement and agree to be bound by the terms of this Agreement and the cooperative contracting arrangement contemplated herein.

“Provider” and “Provider Agency” means the party which is responsible for contracting for materials, services or equipment under this agreement. The Provider Agency is responsible for administering the cooperative purchases and coordination between all the Member Agencies.

This responsibility may rotate from time to time among the Member Agencies. The Provider Agency may also receive materials, services and other benefits under this Agreement and will be treated as a Receiving Agency when doing so and in reference to such materials, supplies and benefits.

“Recipient”, “Recipient Agency” and “Receiving Agency” means the party which desires to receive or procure materials, services or equipment under this cooperative contracting arrangement.

## **SECTION 2: RESPONSIBILITY OF PARTIES**

A. MEMBER AGENCIES – Each Party to this Agreement understands that it is joining a cooperative contracting arrangement and will become a Member Agency as defined herein. Each Member Agency hereby agrees to pay a portion of the Consortium costs, as described in this Agreement, and any “additional services” as specifically requested by that individual Member Agency. The original Agreement is being coordinated by the City of O’Fallon, Missouri, but the terms of this Agreement shall extend to all Member Agencies who agree to execute and be bound by the terms of this Agreement. All Member Agencies shall enjoy the same rights and privileges as all other Members as defined herein.

B. PROVIDER AGENCY – Subject to reimbursement from Member Agencies, the Provider Agency will contract and pay for materials, services and equipment as agreed upon by the Member Agencies under this agreement. The Provider Agency shall maintain a full listing of Member Agencies along with their contact names and addresses and shall make this list available to any Member requesting said information. In addition to reimbursement for a portion of the cost of procured materials, services and equipment, the Provider Agency shall receive an administrative fee from each Receiving Agency in an amount not to exceed \$200 annually as compensation for its efforts to administer the program(s). The City of O’Fallon will be the Provider Agency for calendar years 2016 and 2017, and other Members will be Recipient Agencies for those years. In future years, the Provider Agency may be changed as agreed upon by a majority of the Member Agencies.

C. RECIPIENT AGENCIES - Recipient Agencies will provide timely responses to the Provider Agency to ensure that purchases can be made in a timely manner. The Recipient Agency will be responsible for issuing all necessary Purchase Orders and payment of all debts incurred pursuant to this Agreement.

D. ADDITIONAL MEMBERS - Parties hereby encourage each other to enlist other governmental agencies or political subdivisions to adopt and execute this Agreement in order to provide the benefits thereof to a larger number of governmental entities.

E. NO THIRD PARTY INTERESTS - All functions and activities under this Agreement shall be for the benefit of the Member Agencies. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any rights or cause of action against Parties to this Agreement.

F. WITHDRAWAL/TERMINATION - Any Member can voluntarily withdraw from this Agreement by notifying the Provider Agency in writing that the Member's governing body has voted to remove the Agency from this cooperative contracting arrangement. Any withdrawing Member Agency shall be required to fulfill all the liabilities or obligations accrued under this Agreement that were committed to prior to its withdrawal and termination of participation. This Agreement shall continue in force and effect as to all other Members until such time as it is terminated by all remaining Members.

G. REMOVAL - Any Member Agency may be removed from this cooperative contracting arrangement and terminated from this Agreement in the event that it fails to fulfill all its obligations in a timely manner in the sole and unlimited judgment of the other Member Agencies. A Member Agency shall be removed from this cooperative contracting arrangement and terminated from this Agreement upon receipt of a written statement duly executed by two-thirds or more of the other Member Agencies then participating indicating that a Member should be removed. Upon removal, a written notice thereof shall be delivered to the governing body of the removed Agency. Any Member Agency removed shall be required to fulfill all the liabilities or obligations accrued under this Agreement that were committed to prior to its removal.

### **SECTION 3: EASTERN MISSOURI PAVEMENT CONSORTIUM PROGRAM**

A. PARTICIPATION – It is envisioned that the Eastern Missouri Pavement Consortium will operated similarly to the Kansas City Metro Materials Board (KCMMB). Participation in the program on an annual basis is strictly voluntary. Non-participation by a Member Agency in any one or more years shall not in and of itself result in automatic forfeiture of that Agency's membership status. However, prolonged non-participation or membership by a Member Agency in another cooperative contracting arrangement which may dilute the benefit of the cooperative contracting arrangements provided pursuant to this Agreement may be considered by other Member Agencies with respect to removal of an Agency pursuant to Section 2(G), above. The primary intent of this cooperative contracting arrangement is for the procurement of professional services and materials testing services to address the quality of pavements being constructed within the jurisdiction of Member Agencies, but this arrangement shall also allow for the procurement of other materials, services and/or equipment as determined advisable by the Member Agencies. The Provider Agency will administer each contracted service under this

Agreement; however, from time to time, the Provider Agency may delegate some or a majority of its responsibilities to one or more other Members with the approval of that Agency or those Agencies. If a Member Agency desires to voluntarily opt out of the program for a year, this will have to be done prior to the beginning of each year that they choose to opt out. Opting out does not terminate this agreement, but does suspend all member benefits during the period the agency opts out of the program. So that a proper budget can be set for the year, notification to opt out must be done in writing and submitted to both the Providing Agency and engineering firm.

B. COST SHARING – Each Party agrees to pay a portion of the cost to procure materials, services and equipment requested by the Consortium; the costs shall be apportioned in accordance with Paragraph (D) of this Section. In order to offset some of the costs of the Consortium and the services provided to the Consortium, it is recommended that the Provider Agency impose the following fees to the applicants for the following items:

1. \$100 for each concrete mix design submittal
2. \$400 for certification of an aggregate supplier (If approved by EMPC Members)
3. \$200 for certification of a concrete plant (If approved by EMPC Members)

C. ENGINEERING SERVICES – The Provider Agency will follow State of Missouri Qualification Based Selection procedures and negotiate to enter into a contract with an engineering firm to provide services for all Member Agencies. These services will include:

- a. Provide services similar to those provided to KCMMB
- b. Generally manage the Consortium
- c. Collect the fees imposed pursuant to this Agreement
- d. Design and maintain a website similar to one used by KCMMB
- e. Review and advise on all mix designs to be used for the year for Member Agencies as follows:
  - i. All recommended concrete mix designs shall be submitted to the Consortium by Jan 30 of each year; and
  - ii. Advice and recommendations on mix designs for year shall be submitted to the Consortium by April 1 for use until March 30 of next year
  - iii. For the first year of the program, these dates may be pushed back due to the late start getting the consortium together and contracts in place.
- f. Maintain a list of recommended mix designs and certified plants and quarries
- g. Notify Member Agencies of all meetings, recommendations and issues pertinent to the Consortium
- h. Keep records & maintain a report on budget for all Member Agencies

- i. Develop a unified pavement specification recommendation in the following areas that consortium members can choose to adopt:
  - i. Concrete Mix Design Specifications
  - ii. Aggregate Specifications
  - iii. Rock Base Specifications
  - iv. Testing procedures
- j. Engineer shall provide 2 approximately four-hour training sessions each year. These training sessions shall be tailored to educating people on how the consortium works and general topics on how to construct quality pavements. One session is to be for the staff of the Member Agencies and the other session is to be for contractors and developers.
- k. Provide or subcontract for materials testing. These services may include the following tasks as they are approved and agreed upon by the EMPC members:
  - i. Test ledges from quarries to determine the source of the ACR prone rock
  - ii. Assist in developing testing procedures to quickly and easily identify bad aggregates
  - iii. Conduct certification inspections of concrete plants and quarries to certify that they have the proper methods, procedures and policies in place to consistently provide quality materials for pavement
  - iv. Maintain list of certified concrete plants and quarries and remove previously-certified plants and quarries from such list upon a failed inspection or in the event that other significant problems develop
  - v. Conduct random tests of concrete plants and quarries approved for use through the consortium as requested by and in accordance with instructions from the Consortium.
  - vi. Provide reports to Member Agencies
  - vii. Offer optional fixed rates to individual Member Agencies for additional testing services; the cost of such additional testing services shall be the sole responsibility of the individual Member Agency requesting the services.
  - viii. Offer optional hourly rates to individual Member Agencies for inspectors for paving projects; the cost of such inspector services shall be the sole responsibility of the individual Member Agency requesting the services.

D. BILLING – The Provider Agency will bill Member Agencies for their share of the contracted services on a quarterly basis or as costs are incurred if costs are incurred on a less frequent basis. The billing will be for services rendered; subtracting any fees received from concrete plants and quarries, and will be equitably divided among the Member Agencies based on a ratio as determined by the listing below.

- a. MoDOT, Counties and Large Cities (>70,000 pop) = 4 shares
- b. Medium-Large Cities ( 50,001 to 70,000 pop) = 3 shares
- c. Medium Cities (30,000 to 50,000 pop) = 2 shares
- d. Small Cities (<30,000 pop) = 1 share

When sending out requests for payment, Provider Agency shall provide full details of services rendered for the period. Receiving Agencies shall reimburse Provider Agency within 60 days of receiving an invoice.

Total costs to the Member Agencies for the consortium shall be capped for each year such that each category of Member Agency will not pay more than the amounts listed below. A budget shall be set up each year to ensure that these costs are not exceeded.

- a. MoDOT, Counties and Large Cities (>70,000 pop) = \$16,000
- b. Medium-Large Cities ( 50,001 to 70,000 pop) = \$12,000
- c. Medium Cities (30,000 to 50,000 pop) = \$8,000
- d. Small Cities (<30,000 pop) = \$4,000

E. MEETINGS and VOTING – Meetings will be called by the Provider Agency upon fourteen days notice to each Member Agency. Decisions made by the Eastern Missouri Pavement Consortium will be based on a vote of all the Member Agencies present at the meetings with a 2/3rds majority required to approve any motion or changes being considered. Also by a 2/3rds passing vote of the Member Agencies, the Cost Sharing (Paragraph B of this Section), Engineering Services (Paragraph C of this Section) and Billing Procedures (Paragraph D of this Section) may be modified by the Parties without the need to amend this agreement.

F. BY-LAWS – Once established, the Eastern Missouri Pavement Consortium may approve by-laws to govern in more detail how the Consortium shall be operated. These by-laws shall be regularly reviewed and amended as needed by the Member Agencies.

#### **SECTION 4: ANNUAL REVIEW**

Each Member Agency participating in this Agreement is encouraged to review and discuss this Agreement on an annual basis with its governing body and to recommend amendments to this Agreement or the policies and procedures that develop out of this Agreement as may be deemed prudent or beneficial. Any recommendations shall be submitted to the Provider Agency with a copy to all other Member Agencies. The Provider Agency may call a meeting of all Members to discuss any proposed revisions to the cooperative contracting arrangement or this Agreement.

#### **SECTION 5: INDEMNIFICATION AND IMMUNITY**

To the extent permitted by law and subject to the limitations on awards as published annually in the Missouri Register pursuant to Section 537.610 RSMo., as amended, each Party agrees to indemnify, defend, protect and hold harmless each of the other Parties, their elected officers, appointed officials, employees and agents, and to defend each of the other Parties from and against any loss, cost, claim, demand, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of any Party. Anything contrary contained herein notwithstanding, no provision term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.0600 RSMo., et seq., for any monetary amount whatsoever, or of any other defenses, how so ever named, that are, or in the future may become available the the Parties by statute or common law. This Section shall survive termination of this Agreement.

#### **SECTION 6: NOTICES AND AUTHORIZED REPRESENTATIVES**

Notices and requests as provided herein shall be deemed given as of the date notices or requests are deposited to the care of the United States Postal Service, First Class Mail postage prepaid, addressed to the Chief Elected Official of the Governing Body for each Member at the official address for that governing body or political subdivision.

#### **SECTION 7: TERM AND EFFECTIVE DATES**

The initial term of this Agreement shall be from the date of the initial execution until December 31, 2017. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on January 1 of each year.

#### **SECTION 8: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenience and reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

#### **SECTION 9: SEVERABILITY AND WAIVER; GOVERNING LAW; VENUE**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall

remain in full effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

The terms of this Agreement shall be governed by the Laws of the State of Missouri. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of St. Charles County, Missouri. All Parties to this Agreement consent to the jurisdiction and venue of that court. This Section shall survive termination of this Agreement.

**SECTION 10: EXECUTION OF COUNTERPARTS**

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date set forth below.

CITY OF O'FALLON, MISSOURI

[name of other agency]

\_\_\_\_\_  
Bonnie Therrien, Date  
City Administrator

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

Attest:

Attest:

\_\_\_\_\_  
Pamela Clement, City Clerk Date

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

**RBA FORM (OFFICE USE)**

MEETING DATE: December 15, 2016

Regular ( ) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance (X) Other ( )

**Request for Board Action  
By Staff**

Ward 1 (X) 2 ( ) 3 ( ) 4 ( ) All Wards ( )

**Brief Description:** Proposed ordinance authorizing the City Administrator to negotiate and execute an engineering services agreement for the Indacom Drive Extension Alignment Study.

**Staff:** Recommended (X) Not recommended ( ) No Position ( )

**Summary/Explanation:** Please refer to the attached recommendation memo dated December 5, 2016.

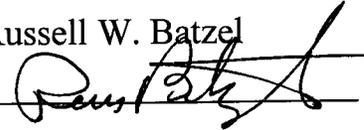
**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)  
The estimated overall cost for design and construction of the Indacom Drive Extension project is \$1,625,000.

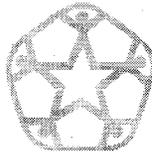
Funds for the proposed study are recommended to come from the FY 2017 Transportation Trust Fund and be incorporated with in a future budget adjustment. Should the project be found feasible and cost effective, the City may elect to reimburse the Transportation Trust Fund for study related costs from the bond fund funding the St. Peters Aquatic Park project at a later date.

RBA requested by: Burt Benesek



CA: Russell W. Batzel





CITY OF ST. PETERS, MO

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**INTEROFFICE MEMORANDUM**

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**TO:** RUSS BATZEL, CITY ADMINISTRATOR  
**FROM:** BURT BENESEK, MANAGER/TDS  
**SUBJECT:** INDACOM DRIVE EXTENSION ALIGNMENT STUDY  
ENGINEERING SERVICES AGREEMENT RECOMMENDATION  
**DATE:** DECEMBER 5, 2016  
**CC:**

MM 12/5/16

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**Recommendation:** After reviewing the proposal submitted for engineering services for the Indacom Drive Extension Alignment Study, I recommend negotiating an engineering services agreement with George Butler and Associates, Inc., with an estimated value of \$50,000. This alignment study will assist with determining the feasibility and cost effectiveness of constructing a bridge over Spencer Creek and related roadway, sidewalk and trail improvements to provide a low volume, secondary access to the City Centre Campus (City Hall, Rec-Plex and Rec-Plex South), to which an aquatic center is proposed.

Funds for this study are recommended to come from the FY 2017 Transportation Trust Fund and be incorporated with in a future budget adjustment. Should the project be found feasible and cost effective, the City may elect to reimburse the Transportation Trust Fund for study related costs from the bond fund funding the St. Peters Aquatic Park project at a later date.

**Background:** On December 2, 2016, the City received and evaluated a proposal from one (1) engineering consulting firm for the Indacom Drive Extension Alignment Study. The study will perform all necessary site investigations to determine possible bridge locations and associated roadway alignments. Each alignment will then be evaluated based on environmental impacts, constructability, cost and other factors. The findings and recommendations of this study will be used to determine if further design and construction of the Indacom Drive Extension project is feasible and cost effective.

George Butler and Associates (GBA) proposal was reviewed considering project understanding, project approach and scheduling, experience performing similar projects, project team qualifications, quality control and quality of past projects completed for St. Peters. GBA's proposal is complete and provides a good combination of skilled staff, project approach and related project experience. GBA is familiar with the project area, as they are currently finalizing a Spencer Creek stabilization project just south of the Indacom Drive project site. GBA has successfully completed larger scale alignment studies and successfully prepared plans and specifications for recent City transportation projects, including Mid Rivers Mall Drive Right Turn Lanes and Mid Rivers Mall Drive Widening projects. GBA's proposal estimates 460 hours of design effort.

**RBA FORM (OFFICE USE)**

MEETING DATE: December 15, 2016

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance ( ) Other (X)

Request for Board Action  
By Staff

Ward 1 ( ) 2 ( ) 3 ( ) 4 ( ) All Wards ( X )

**Brief Description:** Solicited bids for Microsoft OFFICE licenses for all city computers (340 devices total). Total is \$111,860 - requesting to proceed with low bidder.

**Staff:** Recommended ( X ) Not recommended ( ) No Position ( )

**Summary/Explanation:**

Public bids were solicited from over 100 vendors. Received 6 bids ranging from \$329/per license to \$370/per license.

**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

This is a FY17 budgeted capital purchase. \$127,500 budgeted - requesting authorization to spend \$111,860.

RBA requested by:

Cathy Pratt

CA:

ReB



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**INTEROFFICE MEMORANDUM**

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**TO:** CATHY PRATT, SSS GROUP MANAGER  
**FROM:** JOHN BECHER, INFORMATION TECHNOLOGY DIRECTOR  
**SUBJECT:** MICROSOFT LICENSES PURCHASE RECOMMENDATION  
**DATE:** NOVEMBER 21, 2016  
**CC:**

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**Background:**

In November of 2015, IT Staff met with 3 outside consulting firms to map out a direction for “network security - with an eye on best practice concepts”. Part of these discussions was a plan for upgrading Microsoft OFFICE since the release we are on is “unsupported” and vulnerable from outside malicious attacks.

Blade Technologies, ISG, and Network Technology Partners reviewed our existing environment and identified recommendations to more fully secure our network from the ever-changing outside attacks that companies face. One of the recommendations was to upgrade OFFICE to a supported release as security patches are critical to preventing malicious documents from being sent via email exploiting known security holes within OFFICE. With a couple of exceptions we have all Win7 devices on our network. Mainstream support for Office 2007 ended January 2015. An upgrade to Office 2016 was approved in the FY17 budget.

- Office 2016 for Mac is compatible with Mac OS 10.10 or higher. The 3 (replaced this FY) Macs will have MacOS 10.12. (Communications)
- OFFICE 2016 is compatible with Win7, Win8, Win10 which covers all of our devices other than 4 Win XP devices none of which need OFFICE for their functions.

**Recommendation:**

Public bids for Microsoft Office 2016 licenses were solicited from over 100 vendors from our bidders list as well as it was advertised publically for 10 days. We received 6 bids back - Shi International Corp, Insight Public Sector, CDW Government, OM Office Supply, DBISP, and Hawk iSolutions Group.

We are recommending award to the low bidder - Shi International Corp. out of Somerset, NJ.

# Bid/Quotation Tabulation

Purchasing Department

City of  
St. Peters  
Missouri



P.O. Box 9 • One St. Peters Centre Blvd.  
St. Peters, MO • 63376  
www.stpetersmo.net • email: bids@stpetersmo.net  
phone: 636.477.6600 • fax: 636.939.4411

Bid 17-113 - Mircsoft 2016 Professional Plus  
Bid Opening 2:30 PM November 15, 2016

All Bids are subject to correction after  
Bids have been completely reviewed

				Shi International Corp.		Insight Public Sector, Inc.		CDW Government, LLC		OM Office Supply, Inc.	
				290 Davidson Ave		6820 S. Harl Ave.		230 N. Milwaukee Ave.		5007 Carlisle Pike Suite 101	
				Somerset, NJ 08873		Tempe, AZ 85283		Vernon Hills, IL, 60061		Mechanicsburg, PA 17050	
				314-303-6969		800-467-4448		203-851-7229		717-763-4216	
				john_burns@shi.com		xavier.lee@insight.com		mattflo@cdwg.com		mani@omos.com	
Item	Description	Qty	Unit	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
1	Microsoft 2016 Professional Plus	300	Each	\$329.00	\$98,700.00	\$329.84	\$98,952.00	\$338.00	\$101,400.00	\$349.98	\$104,994.00
<b>Base Bid Total</b>				<b>\$98,700.00</b>		<b>\$98,952.00</b>		<b>\$101,400.00</b>		<b>\$104,994.00</b>	
Bid Options				Qty	Unit	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
2	Microsoft 2016 Professional Plus	25	Each	\$329.00	\$8,225.00	\$329.84	\$8,246.00	\$338.00	\$8,450.00	\$349.98	\$8,749.50
3	Microsoft 2016 Professional Plus	50	Each	\$329.00	\$16,450.00	\$329.84	\$16,492.00	\$338.00	\$16,900.00	\$349.98	\$17,499.00
4	Microsoft 2016 Professional Plus	75	Each	\$329.00	\$24,675.00	\$329.84	\$24,738.00	\$338.00	\$25,350.00	\$349.98	\$26,248.50
5	Microsoft 2016 Professional Plus	100	Each	\$329.00	\$32,900.00	\$329.84	\$32,984.00	\$338.00	\$33,800.00	\$349.98	\$34,998.00
6	Microsoft 2016 Professional Plus	125	Each	\$329.00	\$41,125.00	\$329.84	\$41,230.00	\$338.00	\$42,250.00	\$349.98	\$43,747.50

				DBISP, LLC		Hawk iSolutions Group, Inc.	
				5847 W. 74th Street		16024 Manchester Road, Ste 200	
				Indianapolis, IN 46278		Ellisville, MO 63011	
				317-222-1671		314-484-0788 Ext. 301	
				chang_sanders@dbisplic.com		john.stp17113@hawkisg.com	
Item	Description	Qty	Unit	Unit Cost	Cost	Unit Cost	Cost
1	Microsoft 2016 Professional Plus	300	Each	\$362.06	\$108,618.00	\$370.00	\$111,000.00
<b>Base Bid Total</b>				<b>\$108,618.00</b>		<b>\$111,000.00</b>	
Bid Options				Qty	Unit	Unit Cost	Cost
2	Microsoft 2016 Professional Plus	25	Each	\$362.06	\$9,051.50	\$370.00	\$9,250.00
3	Microsoft 2016 Professional Plus	50	Each	\$362.06	\$18,103.00	\$370.00	\$18,500.00
4	Microsoft 2016 Professional Plus	75	Each	\$362.06	\$27,154.50	\$370.00	\$27,750.00
5	Microsoft 2016 Professional Plus	100	Each	\$362.06	\$36,206.00	\$370.00	\$37,000.00
6	Microsoft 2016 Professional Plus	125	Each	\$362.06	\$45,257.50	\$370.00	\$46,250.00

				Hawk iSolutions Group, Inc.			
				16024 Manchester Road, Ste 200			
				Ellisville, MO 63011			
				314-484-0788 Ext. 301			
				john.stp17113@hawkisg.com			
Item	Vendor Bid Alternate	Qty	Unit	Unit Cost	Cost		
1	Microsoft Office 365 Pro Plus Government with 24x7 Support	300	Month	\$9.75	\$2,925.00		
<b>Base Bid Total</b>				<b>\$2,925.00</b>			
Bid Options				Qty	Unit	Unit Cost	Cost
2	Microsoft 2016 Professional Plus	25	Month	\$9.75	\$243.75		
3	Microsoft 2016 Professional Plus	50	Month	\$9.75	\$487.50		
4	Microsoft 2016 Professional Plus	75	Month	\$9.75	\$731.25		
5	Microsoft 2016 Professional Plus	100	Month	\$9.75	\$975.00		
6	Microsoft 2016 Professional Plus	125	Month	\$9.75	\$1,218.75		

**RBA FORM (OFFICE USE)**

MEETING DATE: December 15, 2016

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance (X) Other ( )

**Request for Board Action  
By Staff**

Ward 1 (X) 2 ( ) 3 ( ) 4 ( ) All Wards ( )

**Brief Description:** An ordinance to authorize the City Administrator to negotiate and execute a design services agreement to FGM Architects, Inc. for the new Golf Course Clubhouse and Banquet Center.

Staff: Recommended (X) Not recommended ( ) No Position ( )

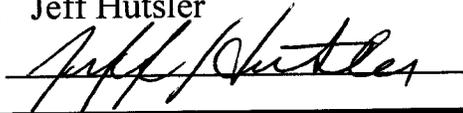
**Summary/Explanation:**

Please refer to the attached recommendation memo dated December 07, 2016.

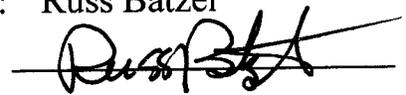
**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

This project was part of Proposition Q that was passed in August. The project has a budget of 6.9 million dollars.

RBA requested by: Jeff Hutsler



CA: Russ Batzel





CITY OF ST. PETERS, MO

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**INTEROFFICE MEMORANDUM**

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**TO:** RUSS BATZEL, CITY ADMINISTRATOR  
**FROM:** JEFF HUTSLER, MANAGER/PGS  
**SUBJECT:** GOLF COURSE CLUBHOUSE AND BANQUET CENTER DESIGN SERVICES AGREEMENT RECOMMENDATION (RFP 16-210).  
**DATE:** DECEMBER 7, 2016  
**CC:** DAN EMRICK, SUPERINTENDENT OF GOLF OPERATIONS

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**Recommendation:** After reviewing the proposals submitted for design services for the new Golf Course Clubhouse and Banquet Center, I recommend executing a design services agreement with FGM Architects Inc. in an amount not to exceed \$653,785.

**Background:** On October 14, 2016, the City received and evaluated proposals from eight (8) design firms for the new Golf Course Clubhouse and Banquet Center (RFP 16-210). Proposals were reviewed and ranked based on the following criteria – understanding project scope, project approach and schedule, experience with similar projects, qualifications of project team, quality assurance and previous experience with the City. The top four firms were asked to do a formal presentation. Firms presenting their proposals were:

FGM Architects Incorporated, St. Louis, Missouri

KDG, St. Louis, Missouri

Chiodini Architects, St. Louis, Missouri

Powers Bowersox Associates, St. Louis, Missouri

City staff scored and ranked each presentation with FGM Architects, Inc. receiving the top score of 927 points out of 1080. FGM's presentation of their proposal provided the best combination of skilled staff, project approach and related experience.

**RBA FORM (OFFICE USE)**

MEETING DATE: December 15, 2016

Regular ( ) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance (X) Other ( )

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**Request for Board Action  
By Staff**

Ward 1 ( ) 2 ( ) 3 ( ) 4 ( ) All  
Wards (X)

**Brief Description:** Purchase of Recycling Blue Bags for 2017

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**Staff:** Recommended (X) Not recommended ( ) No Position ( )

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**Summary/Explanation:**

We are requesting the Board of Alderman's authorization to purchase our annual supply of blue bags as part of our residential recycling program. These blue bags will be used for our Spring delivery for St. Peters and Cottleville and as part of our "Tie It On" Program.

The City went out to bid in October of this year for the purchase of blue bags. The City received four no bids and one bid for the bags. The bid came from WasteZero who has been supplying our blue bags for over 10 years. For 2017, Waste Zero has raised the price of the bags of the interleaved bags by 15.85%. We are recommending the City award the bid to Waste Zero for the purchase of blue bags up to \$150,000.00. The order would include the perforated rolls of bags which would provide a cost savings of \$22,340.00 as compared to the interleaved.

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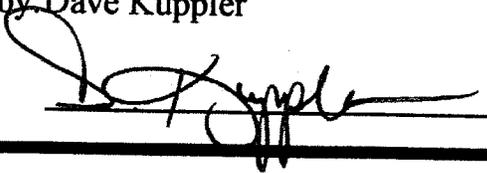
**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

Ten count rolls to be delivered to residential and multi-family residents in the Spring. Twenty-six count blue bag rolls to be delivered as part of the "Tie It On" Program through out the year.

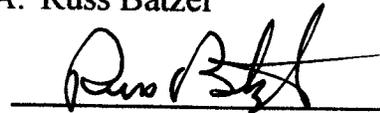
**Request authorization to purchase up to \$150,000 of blue bag rolls as established in the FY17 Budget.**

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RBA requested by: Dave Kuppler



CA: Russ Batzel



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**INTEROFFICE MEMORANDUM**

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**TO:** DAVID KUPPLER, HES MANAGER  
**FROM:** CHERYL HANKS-SINECKI, DIR. HEALTH & RECYCLING *CATS*  
SERVICES  
**SUBJECT:** RECYCLING BLUE BAGS BID  
**DATE:** DECEMBER 1, 2016

Bid 17-101 for the recycling Blue Bags went out to bid October 20, 2016. Four companies returned a "Not Submitting a Bid" response:

Interboro Packing Corporation  
Associated Bag  
Unipak Corporation  
Uline

No information was given as to why they were not competing.

The only bid received was from Waste Zero. Waste Zero is our current vendor and has provided the blue bags for the City for the past 3 bid processes. In the past we have ordered the *interleave* bag roll, but often had to take delivery of the *perforated* bag roll as there were ongoing problems with the *interleave* machine. The pricing has increased for the *interleave* rolls:

26 ct interleaved bid \$3.28 = \$114,800	26 ct current price \$2.90 = \$101,500	26 ct perforated price \$2.76 = \$96,600
10 ct interleaved bid \$1.26 = \$26,082	10 ct current price \$1.13 = \$23,391	10 ct perforated price \$1.06 = \$21,942
Total Interleaved \$140,882	Total Current \$124,891	Total Perforated \$118,542

The increase of current pricing to the new bid price on the interleaved is 12.8%. Using the perforated blue bags would be a savings of \$22,340 or a 15.85%

In FY16, 319,095 blue bags were returned with recyclable materials for a rate of 28.5% usage. FY15 showed a return of 289,180 blue bags for a usage rate of 25.9%.

We are recommending the award of the bid go to Waste Zero and order the *perforated* blue bags for our residents.



# Bid/Quotation Tabulation

Purchasing Department

City of  
St. Peters  
Missouri



P.O. Box 9 • One St. Peters Centre Blvd. • St. Peters, MO • 63376  
www.stpetersmo.net • email: bids@stpetersmo.net  
phone: 636.477.6600 • fax: 636.939.4411

BidTab: 17-101 Recycling Blue Bags

Bid Opening: October 31, 2016 at 2:30 pm local time

All quotes are subject to correction after bids have been completely reviewed.

		WasteZero 8540 Colonnade Center Dr. Ste.210 Raleigh, NC 27615 919.322.1228/919.322.1205 Dennis Wise dwise@wastezero.com		INTENTIONALLY LEFT BLANK		INTENTIONALLY LEFT BLANK		
Item	Descrip.	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	<b>WINTER ORDER</b>	# of Rolls						
1	St. Peters; Blue Recycling Bags per specifications – 10 count roll interleaved with inserts/ 19,000 rolls	19000	\$ 1.26	\$ 23,940.00				
2	St. Peters; Blue Recycling Bags per specifications – 26 count roll interleaved NO inserts/ 14,000 rolls	14000	\$ 3.276	\$ 45,864.00				
3	Cottleville; Blue Recycling Bags per specifications – 10 count roll interleaved with inserts/ 1,700 rolls	1700	\$ 1.26	\$ 2,142.00				
4	Cottleville; Blue Recycling Bags per specifications – 26 count roll interleaved, NO inserts/ 3,000 rolls	3000	\$ 3.276	\$ 9,828.00				
	<b>SUMMER ORDER</b>							
5	St. Peters; Blue Recycling Bags per specifications – 26 count roll interleaved NO inserts/ 15,000 rolls	15000	\$ 3.276	\$ 49,140.00				
6	Cottleville; Blue Recycling Bags per specifications – 26 count roll interleaved, NO inserts/ 3,000 rolls	3000	\$ 3.276	\$ 9,828.00				
	<i>The following are optional; Blue Recycling Bags Perforated</i>							
	<b>WINTER ORDER</b>							
7	St. Peters; Blue Recycling Bags per specifications – 10 count roll perforated with inserts/ 19,000 rolls	19000	\$ 1.06	\$ 20,140.00				
8	St. Peters; Blue Recycling Bags per specifications – 26 count roll perforated NO inserts/ 14,000 rolls	14000	\$ 2.756	\$ 38,584.00				
9	Cottleville; Blue Recycling Bags per specifications – 10 count roll perforated with inserts/ 1,700 rolls	1700	\$ 1.06	\$ 1,802.00				
10	Cottleville; Blue Recycling Bags per specifications – 26 count roll perforated, NO inserts/ 3,000 rolls	3000	\$ 2.756	\$ 8,268.00				
	<b>SUMMER ORDER</b>							
11	St. Peters; Blue Recycling Bags per specifications – 26 count roll perforated NO inserts/ 15,000 rolls	15000	\$ 2.756	\$ 41,340.00				
12	Cottleville; Blue Recycling Bags per specifications – 26 count roll perforated, NO inserts/ 3,000 rolls	3000	\$ 2.756	\$ 8,268.00				
	Maximum Number of Days Required for Delivery after Receipt of Order		30 days for perforated bags; 40 days for interleaved bags					
**NOTE: The Following Companies Replied with "Not Submitting a Bid"								
1)Interboro Packing Corporation; 2)Associated Bag; 3)Unipak Corp.; 4)Uline								

**RBA FORM (OFFICE USE)**

MEETING DATE: December 15, 2016

Regular ( ) Work Session ( X )

ATTACHMENT: YES ( X ) NO ( )

Contract ( ) Ordinance ( ) Other ( X )

**Request for Board Action  
By Staff**

Ward 1 ( ) 2 ( ) 3 ( ) 4 ( ) All Wards ( N/A )

**Brief Description:** Secretary of State/Records Retention Schedules

**Staff:** Recommended ( X ) Not recommended ( ) No Position ( )

**Summary/Explanation:**

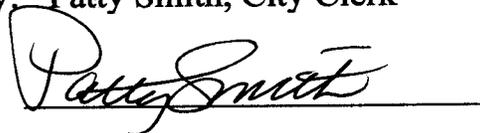
The destruction of records schedule is set by the Secretary of State, which states the following: the disposition of records should be recorded in a document such as the minutes of the Board of Aldermen or other legally constituted authority that has permanent record status. The record should include the description and quantity of each record series disposed of, manner of destruction, inclusive dates covered and the date on which the destruction was completed.

Please view the attached destruction of records forms to be entered and made a part of the minutes.

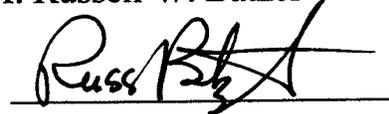
**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

None

RBA requested by: Patty Smith, City Clerk



CA: Russell W. Batzel





City of St. Peters - Records Management  
**RECORDS DESTRUCTION FORM**

Page 1 of 1

Department Name: <b>Recreation &amp; Cultural Services</b>		Total # of Boxes: <b>2</b>
Department Records Coordinator: <b>Shane Kelly</b>		
Date: <b>10/11/16</b>	Office Address: <b>P.O. Box 9, Saint Peters, MO 63376</b>	Telephone: <b>636-477-6600 ext. 1402</b>

**Caution:** A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: <i>Shane Kelly</i>	Date: <b>10-11-16</b>	Date of Records Destruction: <b>10/25/16</b>
Group Manager: <i>[Signature]</i>	Date: <b>10-11-16</b>	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

**Request for Department Destruction**

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>Patricia Smith</i>	Date: <b>10/14/16</b>

**Note:** Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
1	1403/1404	Rec-Plex Permits 1994-2005 A	1994-2005	5 Years	P
2	1403/1404	Rec-Plex Permits 1994-2005 B	1994-2005	5 Years	P



City of St. Peters - Records Management  
**RECORDS DESTRUCTION FORM**

Page 1 of 1

Department Name: <b>SSS/Administration (Business Licensing)</b>		Total # of Boxes:
Department Records Coordinator: <b>Chris Cattoor</b>		
Date: <b>10/07/16</b>	Office Address: <b>One St. Peters Centre, St. Peters, MO 63376</b>	Telephone: <b>636/477-6600</b>

**Caution:** A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: <i>Chris Cattoor</i>	Date: <b>10/18/16</b>	Date of Records Destruction: <b>10/24/16</b>
Group Manager: <i>Cathy Pratt</i>	Date: <b>10/19/16</b>	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

**Request for Department Destruction**

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>Patty Smith</i>	Date: <b>10/19/16</b>

**Note:** Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
Unboxed	GS012	General Correspondence 2004 through 2010 Home Occupation Memo - Planning & Zoning Commission 2013	2004-2013	Retain 1 year after expiration	P

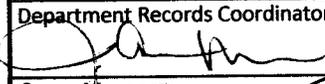


**City of St. Peters - Records Management  
RECORDS DESTRUCTION FORM**

Page 1 of 1

Department Name: <b>TDS/Streets, Building, Code Enforcement, Engineering</b>		Total # of Boxes: <u>0</u>
Department Records Coordinator: <b>Jo Ann Morris</b>		
Date: <b>10/04/16</b>	Office Address: <b>One St. Peters Centre Blvd.</b>	Telephone: <b>x1340</b>

**Caution:** A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: 	Date: <u>11/2/16</u>	Date of Records Destruction: <u>10/05/16</u>
Group Manager: 	Date: <u>11/4/16</u>	Destruction Method: Shredding <input type="checkbox"/> Discard <input checked="" type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

**Request for Department Destruction**

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: 	Date: <u>11/4/16</u>

**Note:** Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
N/A	GS012	Correspondence - general, emails city-wide all mailboxes	2010 & older	1 year	E



City of St. Peters - Records Management  
**RECORDS DESTRUCTION FORM**

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Department Name: <b>Finance</b>		Total # of Boxes:
Department Records Coordinator: <b>Rita Westerson</b>		
Date: <b>10/27/16</b>	Office Address: <b>City Hall</b>	Telephone: <b>ext. 1224</b>

**Caution:** A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: <i>Rita M Westerson</i>	Date: <b>10-27-16</b>	Date of Records Destruction: <b>11-14-16</b>
Group Manager: <i>Cathy Pratt</i>	Date: <b>10-27-16</b>	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

**Request for Department Destruction**

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- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>Patty Smart</i>	Date: <b>10/28/16</b>

**Note:** Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
	GS-009	INVENTORY MEMOS	FY'11 THRU FY'13	3 YEARS + AUDIT	P
	GS-009	BUSINESS CARD REQUISITIONS	FY'08 THRU FY'13	3 YEARS + AUDIT	P



**City of St. Peters - Records Management  
RECORDS DESTRUCTION FORM**

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Department Name: <b>WES</b>		Total # of Boxes: <b>1</b>
Department Records Coordinator: <b>Mary Spinner</b>		
Date: <b>11/30/16</b>	Office Address: <b>City Hall</b>	Telephone: <b>Ext. 1313</b>

**Caution:** A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: <i>Mary Spinner</i>	Date: <i>11-30-16</i>	Date of Records Destruction: <b>12/01/16</b>
Group Manager: <i>Bill Mark</i>	Date: <i>11-30-16</i>	Destruction Method: Shredding <input type="checkbox"/> Discard <input checked="" type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

**Request for Department Destruction**

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>Patricia Smith</i>	Date: <i>11/30/16</i>

**Note:** Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
Drawer	GS 012	Chron and LOT files	2011	1 year	
Drawer	GS 012	Chron and LOT files	2012	1 year	





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**RECORDS DESTRUCTION FORM**

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Department Name: <b>SSS/Admin</b>		Total # of Boxes:
Department Records Coordinator: <b>Chris Cattoor</b>		
Date: <b>12/06/16</b>	Office Address: <b>One St. Peters Centre, St. Peters, MO 63376</b>	Telephone: <b>636-447-6600</b>

**Caution:** A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: <i>Chris Cattoor</i>	Date: <i>12/6/16</i>	Date of Records Destruction: <i>12/8/16</i>
Group Manager: <i>C. Pratt</i>	Date: <i>12/7/16</i>	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

**Request for Department Destruction**

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>B. Smith</i>	Date: <i>12/8/16</i>

**Note:** Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
N/A	GS 016	2010 - 2015 Fax Activity Logs detailing incoming and outgoing faxes from the Admin Fax Machine.	2010- 2015	1 Year	P
N/A	GS 016	Phone Memo messages	1993	1 Year	P