

## City of Arnold, Missouri

City Council  
Council Chambers

August 17, 2017  
7:00 P. M.

---

### Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Gateway River Church – Pastor Rick Wallace
3. Roll Call
4. Business from the Floor:
5. Consent Agenda
  - A. Regular Minutes **August 3, 2017.**
  - B. Payroll Warrant **#1270 in the Amount of \$264,424.90**
  - C. General Warrant **#5696 in the Amount of \$1,630,346.30**
6. Ordinances:
  - A. **Bill No. 2672:** An Ordinance Amending Chapter 210, Animals of the Code of Ordinances by Amending 210.010, Definitions, 210.040, Owner Required to Control Animal, and 210.170, Maximum Number of Pets.
  - B. **Bill No. 2673:** An Ordinance Providing for the Adoption of the Fiscal Year 2018 Budget and Amending the Fiscal Year 2017 Budget for Estimated Year-End Results.
7. Resolutions:
  - A. **Resolution No. 17- 43:** A Resolution Authorizing the Mayor to Allow the Use of the Jefferson County Cooperative Purchase Program for the Purchase of Concrete Ready Mix in the 2018 Budget Year for use by the City's Public Works Department for Concrete Street and Sidewalk Repairs for the City of Arnold.
  - B. **Resolution No. 17- 44:** A Resolution Authorizing the Mayor to Allow the Use of the MoDOT/State Cooperative Purchase Program for the Purchase of Asphalt Bituminous Material for use by the City's Public

Works Department for Asphalt/Concrete Street Repair for the City of Arnold.

- C. **Resolution No. 17-45:** A Resolution Authorizing the Mayor to Allow the Use of the MoDOT/ State Cooperative Purchase Program for the Purchase of Rock Materials for use by the City's Public Works Department for Granular Base in doing Asphalt Concrete Street Repair for the City of Arnold.
  - D. **Resolution No. 17-46:** A Resolution Authorizing the Mayor to Enter into a Task Order with Intuition & Logic to provide Continuing Engineering Design Services for the MS4 (Municipal Separate Sewer Systems) Storm Water Services for the City of Arnold.
  - E. **Resolution No. 17-47:** A Resolution Authorizing the Mayor to Enter into a Contract with R & F Tile & Marble Company, Inc.
  - F. **Resolution No. 17-48:** A Resolution Authorizing the Mayor to Enter into a Agreement with Tech Electronics.
  - G. **Resolution 17-49:** A Resolution Approving New Rates at the Recreation Center and Pomme Creek Golf Course.
- 8. Motion:
  - 9. Reports from Mayor, Council, and Committees:
  - 10. Administrative Reports
  - 11. Adjournment

**Next Regular City Council Meeting September 7, 2017 @ 7:00 p.m.  
Next Work Session September 14, 2017 at 7:00 p.m.**

Mayor Ron Counts called the meeting to order at 7:00 p.m.

The Pledge of Allegiance was recited.

Pastor Jackson Watts from Grace Free Will Baptist Church offered the opening prayer.

Those present per roll call taken by City Clerk Tammi Casey: Mayor Counts, Owens, McArthur, Plunk, Sullivan, Cooley, Fulbright (excused), Fleischmann, Hood, Richison, Holden, Sweeney, Brown, Blattner, Kroupa, Chief Shockey (excused).

### **BUSINESS FROM THE FLOOR**

NONE

### **CONSENT AGENDA**

- A. MINUTES FROM JULY 20, 2017 MEETING**
- B. MINUTES FROM JULY 24, 2017 SPECIAL MEETING**
- C. PAYROLL WARRANT NO. 1269 IN THE AMOUNT OF \$283,542.04**
- D. GENERAL WARRANT NO. 5695 IN THE AMOUNT OF \$85,978.24**

**Butch Cooley made a motion and so moved to approve the consent agenda.**

Seconded by Vern Sullivan. Roll call vote: Owens, yes; McArthur, yes; Plunk, yes; Sullivan, yes; Cooley, yes; Fulbright (excused); Fleischmann, yes; Hood, yes; 7 Yeas:  
**Consent agenda approved.**

### **ORDINANCES**

**BILL NO. 2671 – AN ORDINANCE AMENDING CHAPTER 120, ARTICLE III, OF THE CODE OF ORDINANCES RELATING TO DISCLOSURE OF CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS** was read twice by City Clerk Tammi Casey. Roll call vote: Owens, yes; McArthur, yes; Plunk, yes; Sullivan, yes; Cooley, yes; Fulbright (excused); Fleischmann, yes; Hood, yes; 7 Yeas:  
**Ordinance passed.**

## RESOLUTIONS

### **RESOLUTION NO. 17-41 – A RESOLUTION APPOINTING AND RE-APPOINTING DIFFERENT INDIVIDUALS TO SERVE ON THE VETERANS COMMISSION**

**Gary Plunk made a motion and so moved to approve Resolution No. 17-41.**

Seconded by Vern Sullivan. Roll call vote: Owens, yes; McArthur, yes; Plunk, yes; Sullivan, yes; Cooley, yes; Fulbright (excused); Fleischmann, yes; Hood, yes; 7 Yeas:  
**Resolution approved.**

### **RESOLUTION NO. 17-42 – A RESOLUTION RATIFYING THE EXPENDITURE OF FUNDS TO REPAIR THE HVAC SYSTEM AT CITY HALL**

**Butch Cooley made a motion and so moved to approve Resolution No. 17-42.**

Seconded by Gary Plunk. Roll call vote: Owens, yes; McArthur, yes; Plunk, yes; Sullivan, yes; Cooley, yes; Fulbright (excused); Fleischmann, yes; Hood, yes;  
**Resolution approved.**

## MOTIONS

### **A. 2017-10 CONDITIONAL USE PERMIT TO OPERATE A SCHOOL AT 1930 MEYER DRURY DRIVE EAGLE POINT COMMUNITY CHURCH HOLDING CORP.**

Mary Holden informed council that this item was discussed and a Public Hearing was held at the Planning and Zoning meeting on 7/25/2017. The Planning and Zoning Committee is forwarding a recommendation of approval by a vote of 10-0. Ms. Holden reminded council that if no action is taken tonight the motion stands approved. As no action was taken, the motion stands approved.

## REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

**Mayor Counts** – Informed council that he, Gary Plunk and Jason Fulbright attended an event for the merging of Mercy and St. Anthony's Hospitals. Mayor Counts spoke to representatives regarding the possibility of them having a stronger presence in the city, perhaps through an outpatient facility.

**Gary Plunk – Ward 4** – Welcomed Tommy Aubuchon to the Veterans Commission.

**Butch Cooley – Ward 4** – Informed council that the Liquor Committee held a meeting earlier tonight and asked City Clerk Tammi Casey to provide a report. Ms. Casey stated that BellEsprit Salon at 3924 Jeffco Blvd has applied for a Wine and Malt Beverage Tasting Liquor License. The Liquor Committee is forwarding a recommendation of approval by unanimous vote.

**Butch Cooley made a motion and so moved to approve the Wine and Malt Beverage Tasting Liquor License for BellEsprit Salon.** Seconded by Vern Sullivan. Roll call vote: Owens, yes; McArthur, yes; Plunk, yes; Sullivan, yes; Cooley, yes; Fulbright (excused); Fleischmann, yes; Hood, yes; **Motion carried.**

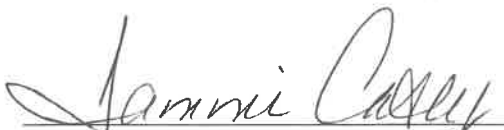
#### **ADMINISTRATIVE REPORTS**

**Bryan Richison** – Informed council of two medical emergency events that took place this week at the golf course and the Rec Center.

**Mary Holden** – Provided council with an update on the fire which took place earlier in the week at Metal Container.

A motion to adjourn the meeting was made by Vern Sullivan. Seconded by Butch Cooley. Voice vote: All yeas.

Meeting adjourned at 7:20 p.m.

  
City Clerk Tammi Casey, MRCC

**CITY OF ARNOLD, MISSOURI**

**ROLL CALL**

**MEETING:** REGULAR

**DATE:** 8/3/2017

**PAGE:** 1

**BILL NO - RESOLUTION - MOTION**

		ROLL CALL	CONSENT AGENDA	BILL NO. 2671	RESOLUTION NO. 17-41	RESOLUTION NO. 17-42	MOTION TO APPROVE LIQUOR LICENSE FOR BELLESPRIT SALON
<b>COUNCIL MEMBERS:</b>							
<b>MAYOR</b>	RON COUNTS	PRESENT					
<b>COUNCIL:</b>	DAVID OWENS	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	VERN SULLIVAN	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	JASON FULBRIGHT	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
<b>COUNCIL:</b>	EJ FLEISCHMANN	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	MARK HOOD	PRESENT	YES	YES	YES	YES	YES
<b>CITY ADMINISTRATOR</b>	BRYAN RICHISON	PRESENT	<b>PARKS DIR:</b>		DICKIE BROWN	PRESENT	
<b>CITY CLERK</b>	TAMMI CASEY	PRESENT	<b>PUBLIC WORKS:</b>		ED BLATTNER	PRESENT	
<b>COM DEV</b>	MARY HOLDEN	PRESENT	<b>TREASURER:</b>		DAN KROUPA	PRESENT	
<b>CITY ATTORNEY</b>	BOB SWEENEY	PRESENT	<b>POLICE DEPT.</b>		CHIEF SHOCKEY	EXCUSED	

Those in attendance as noted by City Clerk Tammi Casey; Mayor Counts, Owens, McArthur, Plunk, Sullivan, Cooley, Fulbright, Fleischmann, Hood, Richison, Holden, Sweeney, Brown, Blattner, Kroupa and Chief Shockey.

### **ANIMAL CODE CHANGES**

Mary Holden reminded council that this item was previously discussed at the July 13<sup>th</sup> Work Session. After further discussions with Bob Sweeney regarding Section 210.040 of city code, items B, C and D, they found that if C applies to cats, then A is null and void. Staff suggests adding the words “except cats” to item C. Regarding the maximum number of dogs allowed per Section 210.170 of city code, staff is suggesting placing a “waiver to the maximum number of pets” for cases such as service dogs or fostering dogs for a licensed rescue group. Upon further review of city code, it was also discovered that the definition of Wild Animal only included warm-blooded animals. Staff suggests removing “warm-blooded” from the definition so as to include both.

After discussion from council Bryan Richison indicated he and staff would have the new ordinance ready for council by the next meeting.

### **PARK AND RECREATION FEES**

Dickie Brown brought Molly Curcuru forward to discuss staff’s proposed changes to the fees charged by Parks and Recreation. Ms. Curcuru stated there are currently 75 different options for joining the Rec Center. Staff recommends streamlining that into three price categories; Silver, Gold and Platinum levels.

Tim O’Dell then discussed staff’s proposed price changes for the golf course. Staff is also suggesting adding new categories such as a junior rate and a twilight rate in hopes of increasing traffic at the golf course.

### **FY 2018 BUDGET**

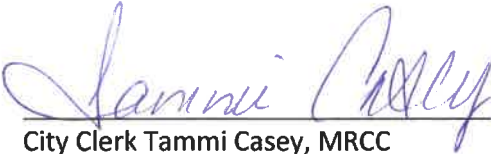
Bryan Richison indicated this would be the final scheduled review of the proposed fiscal year 2018 budget. After holding two special work sessions to discuss the proposed budget, the “wish list” items were the only thing left to review. Mr. Richison then reviewed with council each department’s “wish list” items and gave his recommendation for which items to approve. Discussion followed by council.

2  
Work Session  
August 10, 2017

Jason Fulbright made a motion and so moved to adjourn the meeting. Seconded by Butch Cooley.

Voice vote: All Yeas

Meeting adjourned at 8:43 p.m.

  
City Clerk Tammi Casey, MRCC



**CITY OF ARNOLD, MISSOURI**

**ROLL CALL**

**MEETING:** WORK SESSION

**DATE:** 8/10/2017

**PAGE:** 1

**BILL NO - RESOLUTION - MOTION**

**COUNCIL MEMBERS:**

		IN ATTENDANCE					
<b>COUNCIL MEMBERS:</b>							
<b>MAYOR</b>	<u>RON COUNTS</u>	PRESENT					
<b>COUNCIL:</b>	<u>DAVID OWENS</u>	PRESENT					
<b>COUNCIL:</b>	<u>BRIAN MCARTHUR</u>	PRESENT					
<b>COUNCIL:</b>	<u>GARY PLUNK</u>	PRESENT					
<b>COUNCIL:</b>	<u>VERN SULLIVAN</u>	PRESENT					
<b>COUNCIL:</b>	<u>BUTCH COOLEY</u>	PRESENT					
<b>COUNCIL:</b>	<u>JASON FULBRIGHT</u>	PRESENT					
<b>COUNCIL:</b>	<u>EJ FLEISCHMANN</u>	PRESENT					
<b>COUNCIL:</b>	<u>MARK HOOD</u>	PRESENT					
<b>CITY ADMINISTRATOR</b>	BRYAN RICHISON	PRESENT	<b>PARKS DIR:</b>	DICKIE BROWN			PRESENT
<b>CITY CLERK</b>	TAMMI CASEY	PRESENT	<b>PUBLIC WORKS:</b>	ED BLATTNER			PRESENT
<b>COM DEV</b>	MARY HOLDEN	PRESENT	<b>TREASURER:</b>	DAN KROUPA			PRESENT
<b>CITY ATTORNEY</b>	BOB SWEENEY	PRESENT	<b>POLICE DEPT.</b>	CHIEF SHOCKEY			PRESENT

---

**CITY OF ARNOLD CITY COUNCIL AUGUST 17, 2017 MEETING**

---

**TO:** THE MAYOR AND CITY COUCNIL  
**FROM:** MARY P. HOLDEN, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** THREE ANIMAL CODE CHANGES  
**DATE:** AUGUST 11, 2017  
**CC:**

---

Please find attached the ordinance revising Chapter 210 Animals relating to the definition of wild animal, restraint of cats, and a waiver to the maximum number of pets. These items were discussed at the July 13 and August 10, 2017 City Council Work Session. Based on the discussion at the August 10, 2017 Council Work Session, we are forwarding an ordinance providing for those changes.

Below is the same information from the memorandum submitted to the Council for their August 10, 2017 work session.

**Restraint of Cats:**

The first item addresses the restraint of cats, which was discussed at the July 13, 2017 City Council work session. Below is a copy of the minutes from the meeting.

**LEASH LAW PERTAINING TO CATS**

Mark Hood reminded council of a resident who spoke at a recent council meeting regarding a cat leash law. Mr. Hood suggested the possibility of changing the ordinance to omit "except cats" in Chapter 210 Section 210.040.A. Bryan Richison informed council that he has spoken to Bob Sweeney regarding the wording of Section 210.040 and Mr. Sweeney believes that items B, C and D already applies to cats, therefore no changes are necessarily needed. Discussion followed by council, who then asked Mr. Richison to further discuss this issue with Mr. Sweeney and bring their findings back to them before any changes are made to the code.

We have discussed with Mr. Sweeney the issue of items B, C and D of Section 210.040 and found that if C applies to cats, then A is null and void. Section A clearly exempts cats from being restrained and C specifies how animals shall be restrained. Our Health Department has historically enforced the code exempting cats from C. We do, however, enforce B when cats become a nuisance and we are able to witness it ourselves or a complainant signs an affidavit.

As a result of our discussion, a draft is attached for discussion that clarifies the issue at hand. We look for Council direction.

**Waiver for maximum # of Dogs:**

As background our code limits the number of pets to a total of five with no more than three dogs allowed as part of the five allowed.

The issue of three dogs maximum was brought up by Ms. Tammie Woodruff who spoke at the June 1, 2017 Council meeting under Business from the Floor (copy of the portion below).

**BUSINESS FROM THE FLOOR**

Tammie Woodruff – 3232 Bayshore Parkway – Stated she recently found out she is in violation of city code by exceeding the maximum limit for animals. Ms. Woodruff stated she was unaware of this until she was recently contacted by the city. She explained to council that her animals are service dogs and would like to see some sort of waiver issued in regards to this ordinance so people in her situation do not lose their animals. Mr. Richison informed her that he has had conversations regarding this issue and is working towards a solution.

In addition to the above issue, we have had certain situations arise where a person is fostering a dog for a rescue group, and they exceed the 3 dog limit. We are sympathetic to the plight of rescue groups since it is primarily rescue groups that are able to place the animals we have in our facility. Based on the two items outlined above, Staff has drafted a new waiver section to number of dogs allowed. We look to the Council for direction.

**Revised definition of Wild Animal:**

In discussing the proposed revisions with Mr. Sweeney and reviewing our existing definitions, we discovered the definition of Wild Animal only included warm-blooded animals. We believe it should include both so we are proposed to remove “warm-blooded” from the definition so it will apply to both.

AN ORDINANCE AMENDING CHAPTER 210, ANIMALS OF THE CODE OF ORDINANCES BY AMENDING 210.010, DEFINITIONS, 210.040, OWNER REQUIRED TO CONTROL ANIMAL, AND 210.170, MAXIMUM NUMBER OF PETS

---

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AS FOLLOWS:

Section 1. Chapter 210.010, Definitions is hereby amended by the deletion of Wild Animal definition and replaced with the below definition of Wild Animal:

Any live monkey (non-human primate), raccoon, skunk, fox, poisonous snake, python or boa constrictor longer than six (6) feet in length, leopard, panther, tiger, lion, lynx, or other animal which can normally be found in the wild state.

Section 2. Chapter 210.040.C is hereby amended below by the addition of “except cats”:

C. All animals, except cats, while on the premises of its owner’s real property, shall be kept in such a manner that such animals shall not become at large, as follow:

Section 3. Chapter 210.170 is hereby amended by the addition of a new “D. Waiver to the Maximum Number of Pets as identified below:

“D. Waiver to the Maximum Number of Pets”

The City recognizes the importance of pets to the quality of life. To that end, in certain circumstances, the maximum number of pets allowed per household may be waived by City Administrator after a recommendation is received by the Community Development Department.

1. Must meet one of the below criteria to request the waiver:
  - a) The waiver is requested by a member of a State Registered, not-for-profit rescue organization (documentation must be submitted with waiver request) and provides fostering to no more than two (2) additional dogs over the three (3) limit, with a total of five (5) maximum number of pets in a home.
  - b) The waiver is requested by a property owner, or renter with property owner’s permission, due to a recognized medical condition supported by a note or letter from a licensed medical practitioner recognized by the American Medical Association.
2. Process:
  - a) Submit a letter and the above required documentation, dependent upon the criteria met, to the Community Development Director for review.
  - b) The recommendation is then forwarded to the City Administrator for their final decision.
  - c) The applicant will be made aware of the decision.
  - d) The decision of the City Administrator is final.

Section 4. This Ordinance shall be in full force and effect from and after its passage by the City Council and its approval by the Mayor.

READ TWO TIMES, PASSED AND APPROVED THIS \_\_\_\_ DAY OF August of 2017.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

1st reading: \_\_\_\_\_

2nd reading: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Robert Sweeney

August 11, 2017

\\CITY2\Cityhall\CITYDOCS\ORDINANC\ordinance2672animals.doc

**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

AGENDA ITEM

**6 B**

**NAME OF TOPIC/PROJECT:** An Ordinance Providing for the Adoption of the Fiscal Year 2018 Budget and Amending the Fiscal Year 2017 Budget.

**SUMMARY EXPLANATION:** This Ordinance adopts the annual budget for Fiscal Year 2018 and revises the Fiscal Year 2017 budget to estimated year-end results.

**RECOMMENDED ACTION:** APPROVAL

**Why is this action necessary?** Council action is required to adopt and amend the annual budget.

**What does this action accomplish?** It enables the City of Arnold to continue government operations with the projects and priorities as outlined in the budget.

**Positive impacts and to whom?** N/A

**Negative impacts and to whom?** N/A

**ADDITIONAL COMMENTS:** N/A.

BILL NO. 2673

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE ADOPTION OF THE FISCAL YEAR  
2018 BUDGET AND AMENDING THE FISCAL YEAR 2017 BUDGET  
FOR ESTIMATED YEAR- END RESULTS

---

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AS FOLLOWS:

- Section 1. The Fiscal Year 2018 Budget effective September 1, 2017 is hereby adopted by reference. A copy of said budget is attached hereto and made a part hereof.
- Section 2. All subsequent interdepartmental or interfund budget line transfers and transfers from unassigned fund balance may be completed upon approval of the City Council.
- Section 3. The Fiscal Year 2017 Budget adopted by the City Council on August 18, 2016 and subsequently amended on May 18, 2017 has been reviewed and requires adjustment to estimated year-end results. A copy of said budget adjustment(s) is attached hereto and made a part hereof.
- Section 4. This ordinance shall be in full force and effect upon its passage and approval and does not require codification.

READ TWO TIMES, PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF August 2017.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

1st reading: \_\_\_\_\_

2nd reading: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

**AGENDA ITEM**

**7 A**

**NAME OF TOPIC/PROJECT:** A resolution authorizing the public works department to purchase concrete ready mix through the Jefferson County cooperative purchasing program with listed suppliers.

**SUMMARY EXPLANATION:** This resolution will allow the City to take advantage of the Jefferson County cooperative purchasing program for the supply of concrete ready mix during the 2018 budget year. Please note Jefferson County extended their current concrete suppliers contract.

**RECOMMENDED ACTION:** Approval

**Why is this action necessary?** The expected purchase in the 2018 budget year will be expected to be in the range of \$50,000 and requires City Council approval.

**What does this action accomplish?** Allows the public works department to take advantage of the Jefferson County cooperative purchase program for the purchase of concrete ready mix.

**Positive impacts and to whom?** The City's public works department and the City residents who benefit from the street repairs.

**Negative impacts and to whom?** None.

**ADDITIONAL COMMENTS:** As Jefferson County posts new suppliers, our use will also change. The low unit price supplier will always be used unless that supplier cannot provide service for any number of reasons, meets our schedule, or requires us to call the next lowest supplier for the ready mix material. We will update our purchases to conform to the Jefferson County material bid results.

**SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR**

**Name:** Concrete Ready Mix

**Previous city contracts:** Yes

**Transaction amount:** \$50,000.00

**MBE/WBE Participation:** NA

**Transaction type:** Purchase Order

**Comments:**



### **SUMMARY OF SELECTION PROCESS**

**Number of bids: Three**

**Low bid: \$87.50/ C.Y.**

**High bid: \$99.00/ C.Y.**

**Comments: The ranking of suppliers is as follows: Arnold Ready Mix (due to City proximity and service time) Breckinridge Material Company, and AAA Zoellner. We will make the effort to use the low price supplier unless that supplier cannot make material delivery when needed. We will then go to the next lowest supplier as necessary.**

### **SUMMARY OF BUDGET/COST**

**Budgeted amount: \$50,000.00 Addl. Funding Required: None required at this time.**

**Comments: Bidding was done through Jefferson County and we are using through the cooperative purchase program. Our preference is to use Arnold Ready Mix.**

RESOLUTION NO: 17-43

A RESOLUTION AUTHORIZING THE MAYOR TO ALLOW THE USE OF THE JEFFERSON COUNTY COOPERATIVE PURCHASE PROGRAM FOR THE PURCHASE OF CONCRETE READY MIX IN THE 2018 BUDGET YEAR FOR USE BY THE CITY'S PUBLIC WORKS DEPARTMENT FOR CONCRETE STREET AND SIDEWALK REPAIRS FOR THE CITY OF ARNOLD.

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to allow the use of the Jefferson County cooperative purchase program for the purchase of concrete ready mix for use by the City's public works department for concrete street and sidewalk repairs for the City of Arnold during the 2018 budget year.

A copy of said contract is attached hereto and made a part hereof reference.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

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

BILL NO.: 17-0220

ORDINANCE NO.: 17-

0144

INTRODUCED BY: COUNCIL MEMBER(S) Reuter

1       **AN ORDINANCE RENEWING THE BID AWARDS FOR CERTAIN**  
2 **PRODUCTS AND SERVICES FOR READY MIX CONCRETE 2016,**  
3 **DEPARTMENT OF PUBLIC WORKS.**

4       **WHEREAS, Jefferson County, Missouri, (hereafter, the "County") recommends**  
5 **the renewal of the following bid awards at the same terms and conditions as previously bid,**  
6 **as authorized by the original Invitation for Bid awarded by the County, for an additional**  
7 **one-year term:**

8                       BID NAME

9                       Ready Mix Concrete 2016

10                      AWARDED BIDDERS

11                      Arnold Ready Mix Corp. (A1)

12                      Breckenridge Material Co. (A2)

13                      AAA Zoellner Materials (A3)

14                      ORDINANCE NUMBER

15                      16-0113

16       **WHEREAS, the Department of Public Works of Jefferson County, Missouri, was**  
17 **informed by Breckenridge Material Co. that they respectfully declined to renew our bid for**  
18 **the additional one year term at this time; and**

**FILED**

**FEB. 21 2017**

**WES WAGNER**  
COUNTY CLERK OF JEFFERSON COUNTY, MO

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 16<sup>th</sup> DAY OF FEBRUARY, 2017.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

*Kenneth B. Waller*

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

*Wes Wagner*

Wes Wagner, County Clerk

BY: *Katherine E. Missey*

Reading Date: 02-14-2017

BID TABULATION - READY MIX CONCRETE 2016 2017

<b>BID TABULATION IFB - READY MIX CONCRETE 2016 BID OPENING DATE 12-15-15</b>	<b>ARNOLD READY MIX CORP</b>	<b>BRECKENRIDGE MATERIAL CO.</b>	<b>AAA ZOELLNER MATERIALS</b>
	PO BOX 69 IMPERIAL MO 63052	2833 BRECKENRIDGE INDUSTRIAL CT ST LOUIS MO 63144	5555 OLD HWY 21 IMPERIAL MO 63052
<b>CLASS OF CONCRETE: W/ CRUSHED STONE (GRADUATION D OR E)</b>			
<b>B (3,000 psi) \$/C.Y.:</b>	\$87.00	\$83.00	\$83.50
<b>B-1 (4,000 psi) \$/ C.Y.:</b>	\$92.00	\$87.50	\$87.50
<b>B-2 (4,000 psi) \$/ C.Y.:</b>	\$94.00	\$90.00	\$89.50
<b>PAVEMENT \$/ C.Y.:</b>	\$88.50	\$84.50	\$85.00
<b>CLASS OF CONCRETE: W/ MEREMAC RIVER SAND &amp; GRAVEL (GRADUATION D OR E)</b>			
<b>B (3,000 psi) \$/C.Y.:</b>	\$87.00	\$86.00	\$86.00
<b>B-1 (4,000 psi) \$/ C.Y.:</b>	\$92.00	\$90.50	\$90.00
<b>B-2 (4,000 psi) \$/ C.Y.:</b>	\$94.00	\$93.00	\$92.00
<b>PAVEMENT \$/ C.Y.:</b>	\$88.50	\$87.50	\$87.50
<b>CONCRETE: W/ CRUSHED STONE (GRADUATION D OR E)</b>			
<b>8 SACK \$/ C.Y.:</b>	\$99.00	\$96.50	\$95.50
<b>6 SACK \$/ C.Y.:</b>	\$91.00	\$84.50	\$87.50
<b>4 SACK \$/ C.Y.:</b>	\$81.00	\$82.00	\$77.50
<b>3 SACK (GROUT) \$/ C.Y.:</b>	\$80.00	\$77.00	\$72.50
<b>CONCRETE: W/ MEREMAC RIVER SAND &amp; GRAVEL (GRADUATION D OR E)</b>			
<b>8 SACK \$/ C.Y.:</b>	\$99.00	\$99.50	\$98.00
<b>6 SACK \$/ C.Y.:</b>	\$91.00	\$87.50	\$90.00
<b>4 SACK \$/ C.Y.:</b>	\$81.00	\$85.00	\$80.00
<b>3 SACK (GROUT) \$/ C.Y.:</b>	\$80.00	\$80.00	\$75.00
<b>PERMEABLE BACKFILL \$/ C.Y.:</b>	\$80.00	\$78.60	VARIES
<b>ADDITIONAL CHARGE IF ANY FOR:</b>			
<b>SHORT LOAD CHARGE LESS THAN 4 CU. YARDS IS:</b>	MIN. LOAD 2 YDS BILLING 2 - 2.75 = \$100.00 3 - 3.75 = \$75.00 4 - 4.75 = \$50.00 5 - 5.75 = \$25.00	\$100.00	(5 CU. YDS) \$35.00/ YD. UP TO MIN.
<b>ADDITIONAL CHARGE FOR MILEAGE:</b>	0	N/A	N/A
<b>WINTER SERVICE (\$ PER YARD):</b>	\$5.00	\$5.00	\$5.25
<b>1% CALCIUM (\$ PER YARD):</b>	\$2.00	\$2.00	\$2.20
<b>2% CALCIUM (\$ PER YARD):</b>	\$4.00	\$4.00	\$4.40
<b>1 EXTRA SACK OF CEMENT (\$ PER YARD):</b>	\$6.00	\$6.00	\$7.00
<b>5.5% AIR ENTRAINMENT (\$ PER YARD):</b>	\$0.00	INCLUDED IN PRICING	\$0.00
<b>CONCRETE TEST CYLINDERS (\$ EACH):</b>	\$2.00	\$2.35 W/ LID	\$2.00
<b>CONCRETE TEST CYLINDERS (\$ PER CASE):</b>	\$48.00	\$85.00	\$48.00
<b>IF EMERGENCY, MAY WE CONTACT YOU AFTER REGULAR</b>	YES	YES	YES
<b>DATE YOUR BID PRICE EXPIRES:</b>	3/31/2017	3/31/2017	AT LEAST 12/31/2016
<b>REQUIRED DOCUMENTS</b>			
<b>NOTARIZED WORK AFFIDAVIT COMPLETED</b>	Y	Y	Y
<b>E-VERIFICATION DOCUMENTATION (Y/N):</b>	Y	Y	N



# County of Jefferson

State of Missouri  
Administration Center  
729 Maple Street - PO Box 100  
Hillsboro, Missouri 63050



Ken Waller  
County Executive

## DEPARTMENT OF ADMINISTRATIVE SERVICES

David Courtway - Director

Web Address: [www.jeffcom.org](http://www.jeffcom.org)

Nicole Crawford  
Human Resources Manager  
(636)797-5071 / Fax (636)797-5596

Vickie Pratt  
General Services/Contracts & Grants Manager  
(636)797-5380 / Fax (636)797-5067

RECEIVED  
DEC 20 2016

Arnold Ready Mix Corp  
PO Box 69  
Imperial MO 63052

RECEIVED  
DEC 29 2016

December 16, 2016

Attn: Chuck Smreker

Your company was awarded a bid for "READY MIX CONCRETE 2016" for the County of Jefferson, Missouri in February 2016. The Invitation for Bid allows the County to renew your bid award for an additional one-year term with consent of the awarded bidder.

The County of Jefferson, Missouri may desire to renew this bid award for an additional one year with the same terms and conditions subject to approval by the County Council and County Executive. The new award dates shall be from **January 25, 2017 through January 24, 2018.**

### PLEASE INCLUDE THE FOLLOWING ITEMS:

- 1) This executed renewal letter
- 2) Updated insurance certificates
- 3) Current paid tax receipts for any real or personal property owned in Jefferson County  
OR a notarized letter on company letterhead stating that your company does not own any real or personal property in Jefferson County.
- 4) Company Name, Signature, Print, Company Address and Phone completed on next page.

Please sign and return as soon as possible if your company agrees to renew this contract.

Charles E. Smreker Jr. Pres.  
Printed Name of Authorizing Agent

[Signature]  
Signature

12-28-16  
Date

If your company does not wish to renew this agreement, please advise as soon as possible. Any questions please contact me at (636) 797-5380.

Respectfully,

[Signature]

Vickie S. Pratt  
Department of Administrative Services

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this  
28<sup>th</sup> day of December 2016:

Arnold Ready Mix Corp.  
Company Name

County of Jefferson, State of Missouri

Charles E. Smecker Jr.  
Signature  
Charles E. Smecker Jr.  
Print

Kenneth B. Waller  
Kenneth B. Waller County Executive

Company Address: P.O. Box 69

5920 US Hwy 161/67

Imperial, Mo. 63652

Phone: 636 464 1888

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

[Signature]  
County Auditor

APPROVED AS TO FORM

[Signature]  
County Counselor

**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

**AGENDA ITEM**

**7 B**

**NAME OF TOPIC/PROJECT:** A resolution authorizing the Public Works Department to purchase asphalt bituminous materials through the MoDOT/State Cooperative Purchasing Program with listed suppliers.

**SUMMARY EXPLANATION:** This resolution will allow the City to take advantage of the MoDOT/State Cooperative Purchasing Program for the supply of asphalt bituminous materials.

**RECOMMENDED ACTION:** Approval

**Why is this action necessary?** The expected purchase in the 2018 budget year will be in excess of \$10,000 and requires City Council approval.

**What does this action accomplish?** Allows the Public Works Department to take advantage of the MoDOT/State Cooperative Purchase Program for the purchase of asphalt bituminous materials.

**Positive impacts and to whom?** The City's Public Works Department and the City residents who benefit from the street repairs.

**Negative impacts and to whom?** None.

**ADDITIONAL COMMENTS:** As MoDOT posts new suppliers, our use will also change. The low unit price supplier will always be used unless that supplier cannot provide service for any number of reasons and requires us to call the next lowest supplier for the asphalt mix material.

**SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR**

**Name:** Asphalt Bituminous Materials

**Previous city contracts:** Yes

**Transaction amount:** \$20,000.00

**MBE/WBE Participation:** NA

**Transaction type:** Purchase Order

**Comments:**



### **SUMMARY OF SELECTION PROCESS**

**Number of Bids: Three**

**Low bid: \$45.00/ton**

**High bid: \$57.75/ton**

**Comments: The two acceptable closest suppliers are Jefferson Barracks & South St. Louis all now operated by Fred Weber, Inc. Their prices are in keeping with other suppliers and provide a much shorter in distance for us to drive and have hot asphalt in the trucks.**

### **SUMMARY OF BUDGET/COST**

**Budgeted amount: \$30,000.00**

**Addl. Funding Required: None required at this time.**

**Comment: Bidding was done through MoDOT/State and we are using through the Cooperative Purchase Program.**

RESOLUTION NO: 17 - 44

A RESOLUTION AUTHORIZING THE MAYOR TO ALLOW THE USE OF  
THE MODOT/STATE COOPERATIVE PURCHASE PROGRAM FOR THE  
PURCHASE OF ASPHALT BITUMINOUS MATERIAL FOR USE BY THE  
CITY'S PUBLIC WORKS DEPARTMENT FOR ASPHALT/CONCRETE  
STREET REPAIR FOR THE CITY OF ARNOLD.

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to allow the use of the MoDOT/State cooperative purchase program for the purchase of asphalt bituminous materials for use by the City's public works department for asphalt/concrete street repairs for the City of Arnold during the 2018 budget year.

A copy of said MoDOT quotation/tabulation is attached hereto and made a part hereof reference.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

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



**St. Louis District**  
 1590 Woodlake Drive  
 Chesterfield, MO  
 (314) 301-1400

For additional Bidding Opportunities, click here.

Click here for the Single Feasible Sources Bidding Opportunities

No response Feedback Form

**\*\*Note: It is the responsibility of the bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.**

**Commodities & Services Bidding Opportunities**

SL17-100-R7 Emergency Lights with Sound System	April 13, 2017	10:00 a.m.	
SL17-099-R7 Hydraulic Bridge Jacks	April 5, 2017	10:00 a.m.	
SL17-098-R6 On Call Sweeping	March 31, 2017	10:00 a.m.	
SL17-095-R7 Bridge Indeck Sealing Location Map General Wage Order #60 Contractor Pre-Qualification Required	March 30, 2017	10:00 a.m.	Rejected
SL17-101-R6 Geotextile Material	March 29, 2017	10:00 a.m.	Tabulation
SL17-097-RW Dump Bed Replacement Photo of Dump Bed	March 23, 2017	10:00 a.m.	Tabulation
SL17-096-RW Air Compressor	March 21, 2017	10:00 a.m.	Tabulation
SL17-094-R7 Detection & CCTV Removal and Replacement Rebid Attachment A - Locations for Detector and CCTV Install Attachment B - Specifications for RMTS SX-300 General Wage Order #60 Contractor Pre-Qualification Required	March 15, 2017	10:00 a.m.	Tabulation
SL17-089-R7 Traffic Control Services	March 14, 2017	10:00 a.m.	Tabulation
SL17-092-R6 CMP Cedar Hill	March 10, 2017	10:00 a.m.	Tabulation
SL17-093-RW Backhoe Rental	March 9, 2017	10:00 a.m.	Tabulation

SL17-091-RW Excavator Rental	March 8, 2017	1:00 p.m.	Tabulation
SL17-090-RW Air Compressor Addendum 001	March 7, 2017	10:00 a.m.	Rejected - Will be rebid
SL17-088-RW Tire Recycling Service	March 6, 2017	10:00 a.m.	Tabulation
SL17-080-R7 Detection & CCTV Removal and Replacement Attachment A - Locations for Detector and CCTV Install Attachment B - Specifications for RMTS SX-300 General Wage Order #60 Contractor Pre-Qualification Required Addendum 001	March 3, 2017	10:00 a.m.	Rejected - Will be rebid
SL17-086-R6 Bituminous Mix/Commercial Mix	March 1, 2017	10:00 a.m.	Tabulation
SL17-085-R6 Aggregate	February 27, 2017	10:00 a.m.	Tabulation
SL17-077-R6 Mowing P - St. Louis County Appendix A - Project Details Mowing Plan/Map ADDENDUM 001	<del>February 23, 2017</del> February 24, 2017	<del>1:00 p.m.</del> 10:00 a.m.	Tabulation
SL17-076-R6 Mowing O - St. Louis County Appendix A - Project Details Mowing Plan/Map ADDENDUM 001	<del>February 23, 2017</del> February 24, 2017	<del>1:00 p.m.</del> 10:00 a.m.	Tabulation
SL17-075-R6 Mowing N - St. Charles County Appendix A - Project Details Revised Mowing Plan/Map ADDENDUM 001 ADDENDUM 002	<del>February 23, 2017</del> <del>February 24, 2017</del> February 28, 2017	<del>1:00 p.m.</del> 10:00 a.m.	Tabulation
SL17-074-R6 Mowing M - St. Charles County Appendix A - Project Details Mowing Plan/Map ADDENDUM 001	<del>February 23, 2017</del> February 24, 2017	<del>1:00 p.m.</del> 10:00 a.m.	Tabulation
SL17-073-R6 Mowing L - St. Louis County Appendix A - Project Details Mowing Plan/Map ADDENDUM 001	<del>February 23, 2017</del> February 24, 2017	<del>1:00 p.m.</del> 10:00 a.m.	Tabulation
SL17-072-R6 Mowing K - St. Charles County Appendix A - Project Details Mowing Plan/Map ADDENDUM 001	<del>February 23, 2017</del> February 24, 2017	<del>1:00 p.m.</del> 10:00 a.m.	Tabulation
SL17-071-R7 Mowing J - St. Louis County Appendix A - Project Details Mowing Plan/Map	February 21, 2017	1:00 p.m.	Tabulation
SL17-070-R7 Mowing H - Franklin County Appendix A - Project Details Mowing Plan/Map 1 of 2 Mowing Plan/Map 2 of 2	February 21, 2017	1:00 p.m.	Tabulation
SL17-069-R7 Mowing G - St. Louis County Appendix A - Project Details Revised Mowing Plan/Map 1 of 2 Mowing Plan/Map 2 of 2  Addendum 001 Addendum 002 Revised Mowing Plan Map, Page 16	February 21, 2017	1:00 p.m.	Tabulation
SL17-068-R7 Mowing D - City of St. Louis Appendix A - Project Details Mowing Plan/Map 1 of 5 Mowing Plan/Map 2 of 5 Mowing Plan/Map 3 of 5 Mowing Plan/Map 4 of 5 Mowing Plan/Map 5 of 5	February 21, 2017	1:00 p.m.	Tabulation



SL17-086-R6 BITUMINOUS ASPHALT MATERIALS

**VENDOR**

**N.B. WEST**

PLANTS:	BB BASE	BP2	EZ	COLD MIX	UPM	COMM. MIX	SS1H- 5 gallon pails	QPR
PACIFIC	\$44.00	\$44.00	NA	NA	\$105.00	\$44.00	\$7.00/ GAL	NA
HOUSE SPRINGS	\$44.00	\$44.00	NA	NA	NA	\$44.00	\$7.00/GAL	NA
BOURBON	\$47.00	\$47.00	NA	NA	NA	\$47.00		NA
BRENTW	NA	NA	NA	NA	\$110.00	NA		NA

Plant opening \$1500.00/Minimum 300 tons/\$46.00 for all mixes.

Call if needing 300 or more tons during a day during winter time pricing out of House Springs or Pacific

**FRED WEBER**

NORTH	\$45.00	\$45.00	\$105.00	NA	NA	\$45.00	\$10.00/GAL	NA
SOUTH	\$45.00	\$45.00	NA	NA	NA	\$45.00	\$10.00/GAL	NA
FESTUS	\$45.00	\$45.00	NA	NA	NA	\$45.00	\$10.00/GAL	NA
OFALLON	\$45.00	\$45.00	\$105.00	NA	NA	\$45.00	\$10.00/GAL	NA
KINGSH.	\$57.75	\$57.75	\$105.00	NA	NA	\$57.75	\$10.00/GAL	NA
ANTIRE	\$45.00	\$45.00	\$105.00	NA	NA	\$45.00	NA	NA
JEFFERSON	\$45.00	\$45.00	NA	NA	NA	\$45.00	NA	NA
FORT BELL	\$45.00	\$45.00	\$105.00	NA	NA	\$45.00	NA	NA
ST. CHAR	\$45.00	\$45.00	NA	NA	NA	\$45.00	NA	NA

Locations are seasonal and requires 200 tons to open - Plant time charges will be quoted accordingly/ Night work will be quoted

**SIMPSON MATERIALS**

NORTH	\$45.00	\$45.00	NA	NA	NA	\$45.00	\$9.00/GAL	NA
SOUTH	\$45.00	\$45.00	NA	NA	NA	\$45.00	\$9.00/GAL	NA

Winter Price for BB and Commercial Mix \$60.00 both North and South Plant. Call for Night Opening Fee

**MID MISSOURI ASPHALT**

ST. CLAIR	\$46.00	\$46.00	NA	\$65.00	NA	\$46.00	\$6.00/GAL	\$95.00
-----------	---------	---------	----	---------	----	---------	------------	---------

Winter price for Cold Mix \$75.00. No extra fees for Night Opening. Night cost for BB and QPR \$105.00

**LEAD BELT MATERIALS**

PARK HILLS	\$38.00	\$38.50	NA	\$60.00	NA	\$38.00	NA	NA
------------	---------	---------	----	---------	----	---------	----	----

**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

**AGENDA ITEM**

**7 C**

**NAME OF TOPIC/PROJECT :** A resolution authorizing the public works department to purchase rock materials through the MoDOT/State Cooperative Purchasing Program with Bussen Quarries or other local quarries listed on the St. Louis MoDOT District office material listing posting.

**SUMMARY EXPLANATION:** This resolution will allow the City to take advantage of the MoDOT/State Cooperative Purchasing Program for the supply of rock materials.

**RECOMMENDED ACTION:** Approval

**Why is this action necessary?** The expected purchase in the 2018 budget year may be \$15,000 and requires City Council approval.

**What does this action accomplish?** Allows the public works department to take advantage of the MoDOT/State Cooperative Purchase program for the purchase of various size rock materials.

**Positive impacts and to whom?** The City's public works department and the City residents who benefit from the street repairs.

**Negative impacts and to whom?** None.

**ADDITIONAL COMMENTS:** As MoDOT posts new suppliers, our use will also change. The low unit price supplier will always be used unless that supplier cannot provide service for any number of reasons and requires us to call the next lowest supplier for the rock mix material. However, the Bussen Quarry is most convenient for the public works departments use.

**SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR**

**Name:** Rock Materials **Previous city contracts:** Yes

**Transaction amount:** \$15,000.00 **MBE/WBE Participation:** NA

**Transaction type:** Purchase Order

**Comments:**

**SUMMARY OF SELECTION PROCESS**

**Number of bids: Four**

**Low bid: \$5.70/ton + Shipping High bid: \$14.00/ton + Shipping**

**Comments: The closest supplier to the City is Bussen Quarry.**

**SUMMARY OF BUDGET/COST**

**Budgeted amount: \$15,000.00**

**Addl. Funding Required: None required at this time.**

**Comments: Bidding was done through MoDOT/State and we are using through the Cooperative Purchase Program.**

RESOLUTION NO: 17-45

A RESOLUTION AUTHORIZING THE MAYOR TO ALLOW THE USE OF  
THE MODOT/STATE COOPERATIVE PURCHASE PROGRAM FOR THE  
PURCHASE OF ROCK MATERIALS FOR USE BY THE CITY'S PUBLIC  
WORKS DEPARTMENT FOR GRANULAR BASE IN DOING  
ASPHALT/CONCRETE STREET REPAIR FOR THE CITY OF ARNOLD.

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to allow the use of the MoDOT/State cooperative purchase program for the purchase of rock materials for use by the City's public works department for granular base in doing asphalt/concrete street repairs for the City of Arnold for the 2018 budget year.

A copy of said contract is attached hereto and made a part hereof reference.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

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





**St. Louis District**  
 1590 Woodiake Drive  
 Chesterfield, MO  
 (314) 301-1400

For additional Bidding Opportunities, click here.

Click here for the Single Feasible Sources Bidding Opportunities

No response Feedback Form

**\*\*Note: It is the responsibility of the bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.**

**Commodities & Services Bidding Opportunities**

SL17-100-R7 Emergency Lights with Sound System	April 13, 2017	10:00 a.m.	
SL17-099-R7 Hydraulic Bridge Jacks	April 5, 2017	10:00 a.m.	
SL17-098-R6 On Call Sweeping	March 31, 2017	10:00 a.m.	
SL17-095-R7 Bridge Indeck Sealing Location Map General Wage Order #50 Contractor Pre-Qualification Required	March 30, 2017	10:00 a.m.	Rejected
SL17-101-R6 Geotextile Material	March 29, 2017	10:00 a.m.	Tabulation
SL17-097-RW Dump Bed Replacement Photo of Dump Bed	March 23, 2017	10:00 a.m.	Tabulation
SL17-096-RW Air Compressor	March 21, 2017	10:00 a.m.	Tabulation
SL17-094-R7 Detection & CCTV Removal and Replacement Rebid Attachment A - Locations for Detector and CCTV Install Attachment B - Specifications for RMTS SX-300 General Wage Order #60 Contractor Pre-Qualification Required	March 15, 2017	10:00 a.m.	Tabulation
SL17-089-R7 Traffic Control Services	March 14, 2017	10:00 a.m.	Tabulation
SL17-092-R6 CMP Cedar Hill	March 10, 2017	10:00 a.m.	Tabulation
SL17-093-RW Backhoe Rental	March 9, 2017	10:00 a.m.	Tabulation

SL17-091-RW Excavator Rental	March 8, 2017	1:00 p.m.	Tabulation
SL17-090-RW Air Compressor Addendum 001	March 7, 2017	10:00 a.m.	Rejected - Will be rebid
SL17-088-RW Tire Recycling Service	March 6, 2017	10:00 a.m.	Tabulation
SL17-080-R7 Detection & CCTV Removal and Replacement Attachment A - Locations for Detector and CCTV Install Attachment B - Specifications for RMTS SX-300 General Wage Order #60 Contractor Pre-Qualification Required Addendum 001	March 3, 2017	10:00 a.m.	Rejected - Will be rebid
SL17-086-R6 Bituminous Mix/Commercial Mix	March 1, 2017	10:00 a.m.	Tabulation
SL17-085-R6 Aggregate	February 27, 2017	10:00 a.m.	Tabulation
SL17-077-R6 Mowing P - St. Louis County Appendix A - Project Details Mowing Plan/Map ADDENDUM 001	February 23, 2017 February 24, 2017	1:00 p.m. 10:00 a.m.	Tabulation
SL17-076-R6 Mowing O - St. Louis County Appendix A - Project Details Mowing Plan/Map ADDENDUM 001	February 23, 2017 February 24, 2017	1:00 p.m. 10:00 a.m.	Tabulation
SL17-075-R6 Mowing N - St. Charles County Appendix A - Project Details Revised Mowing Plan/Map ADDENDUM 001 ADDENDUM 002	February 23, 2017 February 24, 2017 February 28, 2017	1:00 p.m. 10:00 a.m.	Tabulation
SL17-074-R6 Mowing M - St. Charles County Appendix A - Project Details Mowing Plan/Map ADDENDUM 001	February 23, 2017 February 24, 2017	1:00 p.m. 10:00 a.m.	Tabulation
SL17-073-R6 Mowing L - St. Louis County Appendix A - Project Details Mowing Plan/Map ADDENDUM 001	February 23, 2017 February 24, 2017	1:00 p.m. 10:00 a.m.	Tabulation
SL17-072-R6 Mowing K - St. Charles County Appendix A - Project Details Mowing Plan/Map ADDENDUM 001	February 23, 2017 February 24, 2017	1:00 p.m. 10:00 a.m.	Tabulation
SL17-071-R7 Mowing J - St. Louis County Appendix A - Project Details Mowing Plan/Map	February 21, 2017	1:00 p.m.	Tabulation
SL17-070-R7 Mowing H - Franklin County Appendix A - Project Details Mowing Plan/Map 1 of 2 Mowing Plan/Map 2 of 2	February 21, 2017	1:00 p.m.	Tabulation
SL17-069-R7 Mowing G - St. Louis County Appendix A - Project Details Revised Mowing Plan/Map 1 of 2 Mowing Plan/Map 2 of 2  Addendum 001 Addendum 002 Revised Mowing Plan Map, Page 16	February 21, 2017	1:00 p.m.	Tabulation
SL17-068-R7 Mowing D - City of St. Louis Appendix A - Project Details Mowing Plan/Map 1 of 5 Mowing Plan/Map 2 of 5 Mowing Plan/Map 3 of 5 Mowing Plan/Map 4 of 5 Mowing Plan/Map 5 of 5	February 21, 2017	1:00 p.m.	Tabulation

**SL17-085-R6 On Call Rock**

**Listed below are the responses received to the above request for quotation.**

**Materials must meet specifications as described in the 2016 Missouri Standard Specifications for Highway Construction. Other items may be added as needed.**

**Posted on 3/8/2017, 10:00 a.m.**

<b>BUSSEN QUARRIES</b>		<b>Jefferson Barracks</b> 5000 Bussen Rd St. Louis 63129 (314)487-2300	<b>Antire Quarry</b> 6800 Bussen Rd Eureka 63025 (636)938-4910	<b>Trautman</b> 8799 Trautman Quarry Pevely 63070 (636)475-5555	<b>House Springs</b> 5200 Hillsboro House Springs Rd. 63051 (636)671-4000
<b>Product Description</b>	<b>U/M</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>
Gabion Stone	Ton	\$11.60	\$11.60	n/a	\$11.60
Rip Rap	Ton	\$12.10	\$12.10	n/a	\$12.10
Shot Rock	Ton	\$5.00	\$5.00	\$5.00	\$5.00
1" Clean	Ton	\$9.60	\$9.60	\$8.90	\$9.60
1 ½" Clean	Ton	\$8.30	\$8.30	\$7.60	\$8.30
2" Clean	Ton	\$8.30	\$8.30	\$7.60	\$8.30
3" Clean	Ton	n/a	n/a	n/a	n/a
4" – 6" Clean	Ton	n/a	n/a	n/a	n/a
1" Road Rock	Ton	\$5.70	\$5.70	\$5.40	\$5.70
1 ½" Road Rock	Ton	n/a	n/a	n/a	n/a
1 ¼" Road Rock	Ton	n/a	n/a	n/a	n/a
2" Road Rock	Ton	\$5.70	\$5.70	\$5.40	\$5.70
3" Road Rock	Ton	n/a	n/a	n/a	n/a
3" Base Rock	Ton	n/a	n/a	n/a	n/a
Ditch Liner	Ton	\$14.00	\$14.00	\$14.00	\$14.00
Type 2 Rock Blanket	Ton	\$14.00	\$14.00	\$14.00	\$14.00
<u>Type 1 Base</u> (MoDOT Spec. 8) Section 1007: Type 1	Ton	\$6.10	\$6.10	\$5.60	\$6.10
<u>Aggregate Chips</u> (MoDOT Spec. 4) Aggregates for Seal Coats Sec. 1003, Grade C	Ton	\$10.90	\$10.90	\$10.30	\$10.90
<u>Aggregate for Surfacing</u> (MoDOT Spec. 3) 1" Surface Stone Sec. 1006 Grade A or B	Ton	\$6.10	\$6.10	\$5.60	\$6.10
<u>Snow and Ice Control Chips</u> (MoDOT Spec. 5) Limestone Only Section 1006	Ton	\$6.10	\$6.10	\$5.60	\$6.10
<u>Sand – Manufactured Only</u> Section 1002.3	Ton	n/a	\$6.90	n/a	n/a
<u>Sand – Natural River</u> Section 1005.3	Ton	\$6.80	n/a	n/a	n/a

<b>FRED WEBER- MATERIAL TYPES AND AVAILABILITY VARY BY LOCATION RESOURCE INTEGRATION CENTER: 314-739-8855</b>		<b>NORTH</b>	<b>SOUTH</b>	<b>FESTUS</b>	<b>NEW MELLE</b>
<b>Product Description</b>	<b>U/M</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>
Gabion Stone	Ton	\$16.00	\$16.00	\$16.00	\$16.00
Rip Rap	Ton	n/a	n/a	n/a	n/a
Shot Rock	Ton	\$6.25	\$5.50	\$5.00	\$5.50
1" Clean	Ton	\$11.95	\$11.45	\$9.75	\$11.00
1 ½" Clean	Ton	\$11.95	\$11.45	\$9.75	n/a
2" Clean	Ton	\$9.95	\$9.45	\$8.45	\$9.50
3" Clean	Ton	n/a	n/a	n/a	n/a
4" – 6" Clean	Ton	n/a	n/a	n/a	n/a
1" Road Rock	Ton	\$5.75	\$5.50	\$5.00	\$5.75
1 ½" Road Rock	Ton	n/a	n/a	n/a	n/a
1 ¼" Road Rock	Ton	n/a	n/a	n/a	n/a
2" Road Rock	Ton	\$5.75	\$5.50	\$5.00	\$5.75
3" Road Rock	Ton	n/a	n/a	n/a	n/a
3" Base Rock	Ton	n/a	n/a	n/a	n/a
Ditch Liner	Ton	n/a	n/a	n/a	n/a
Type 2 Rock Blanket	Ton	\$16.00	\$16.00	\$16.00	n/a
Type 1 Base (MoDOT Spec. 8) Section 1007: Type 1	Ton	\$6.50	\$6.25	\$6.25	\$6.50
Aggregate Chips (MoDOT Spec. 4) Aggregates for Seal Coats Sec. 1003, Grade C	Ton	\$30.00	n/a	n/a	n/a
Aggregate for Surfacing (MoDOT Spec. 3) 1" Surface Stone Sec. 1006 Grade A or B	Ton	\$11.95	\$11.45	\$9.75	\$11.00
Snow and Ice Control Chips (MoDOT Spec. 5) Limestone Only Section 1006	Ton	n/a	n/a	n/a	n/a
Sand – Manufactured Only Section 1002.3	Ton	\$25.00	n/a	n/a	n/a
Sand – Natural River Section 1005.3	Ton	n/a	n/a	n/a	n/a

<b>Central Stone 314-830-9000</b>		<b>Antonia 3860 Hwy M Antonia, MO 63052</b>	<b>Moscow Mills 2181 W. Oater Hwy 61 Moscow Mills, MO 63362</b>	<b>Ft. Belle 14200 Lewis and Clark Blvd Florissant, MO 63034</b>	<b>Morse Mill 10190 State Road C Hillsboro, MO 63050</b>
<b>Product Description</b>	<b>U/M</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>
Gabion Stone	Ton	\$9.75	\$9.50	\$10.85	n/a
Rip Rap	Ton	\$12.50	\$12.00	\$14.00	n/a
Shot Rock	Ton	\$5.25	\$5.25	\$5.35	\$5.00
1" Clean	Ton	\$8.50	\$8.50	\$9.90	\$7.85
1 ½" Clean	Ton	\$7.50	\$7.50	\$9.00	n/a
2" Clean	Ton	\$7.75	\$7.50	\$9.00	\$7.15
3" Clean	Ton	\$8.15	n/a	\$9.00	\$7.20
4" – 6" Clean	Ton	\$8.25	\$8.75	n/a	\$7.20
1" Road Rock	Ton	\$4.50	\$4.25	\$4.60	\$4.60
1 ½" Road Rock	Ton	\$4.95	n/a	\$5.00	n/a
1 ¼" Road Rock	Ton	n/a	n/a	n/a	n/a
2" Road Rock	Ton	\$4.75	\$5.00	\$5.10	\$4.90
3" Road Rock	Ton	\$5.25	n/a	\$5.30	\$4.90
3" Base Rock	Ton	\$5.25	n/a	\$5.30	\$4.90
Ditch Liner	Ton	\$11.00	\$10.50	\$10.00	n/a
Type 2 Rock Blanket	Ton	\$12.00	\$12.00	\$13.00	n/a
<u>Type 1 Base</u> (MoDOT Spec. 8) Section 1007: Type 1	Ton	\$5.25	\$5.00	\$5.20	n/a
<u>Aggregate Chips</u> (MoDOT Spec. 4) Aggregates for Seal Coats Sec. 1003, Grade C	Ton	\$7.25	\$8.50	\$12.20	n/a
<u>Aggregate for Surfacing</u> (MoDOT Spec. 3) 1" Surface Stone Sec. 1006 Grade A or B	Ton	\$5.25	\$5.00	\$5.20	n/a
<u>Snow and Ice Control Chips</u> (MoDOT Spec. 5) Limestone Only Section 1006	Ton	n/a	n/a	\$12.20	n/a
<u>Sand – Manufactured Only</u> Section 1002.3	Ton	n/a	n/a	\$5.50	n/a
<u>Sand – Natural River</u> Section 1005.3	Ton	n/a	n/a	\$7.25	n/a

<b>Simpson Materials 636-343-4944</b>		<b>Barnhart 850 Sulphur Springs Rd Imperial, MO 63012</b>	<b>Valley Park 699 W Outer Rd Valley Park, MO 63018</b>		
<b>Product Description</b>	<b>U/M</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>
Gabion Stone	Ton	n/a	n/a		
Rip Rap	Ton	\$12.50	n/a		
Shot Rock	Ton	\$5.65	n/a		
1" Clean	Ton	\$8.00	\$10.25		
1 1/2" Clean	Ton	\$7.65	n/a		
2" Clean	Ton	\$7.25	n/a		
3" Clean	Ton	\$8.00	n/a		
4" – 6" Clean	Ton	n/a	n/a		
1" Road Rock	Ton	\$5.00	\$6.25		
1 1/2" Road Rock	Ton	\$6.00	n/a		
1 1/4" Road Rock	Ton	n/a	n/a		
2" Road Rock	Ton	\$6.00	n/a		
3" Road Rock	Ton	n/a	n/a		
3" Base Rock	Ton	n/a	n/a		
Ditch Liner	Ton	\$12.50	n/a		
Type 2 Rock Blanket	Ton	\$11.50	n/a		
Type 1 Base (MoDOT Spec. 8) Section 1007: Type 1	Ton	\$5.00	\$6.25		
Aggregate Chips (MoDOT Spec. 4) Aggregates for Seal Coats Sec. 1003, Grade C	Ton	n/a	n/a		
Aggregate for Surfacing (MoDOT Spec. 3) 1" Surface Stone Sec. 1006 Grade A or B	Ton	\$5.00	\$6.25		
Snow and Ice Control Chips (MoDOT Spec. 5) Limestone Only Section 1006	Ton	\$12.00	n/a		
Sand – <u>Manufactured</u> Only Section 1002.3	Ton	n/a	\$12.00		
Sand – <u>Natural River</u> Section 1005.3	Ton	\$6.80	n/a		

<b>Havin Material Service Inc. 636-583-4478</b>		<b>St. Clair Gravel Plant</b>			
<b>Product Description</b>	<b>U/M</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>
Gabion Stone	Ton	n/a			
Rip Rap	Ton	n/a			
Shot Rock	Ton	n/a			
1" Clean	Ton	n/a			
1 ½" Clean	Ton	n/a			
2" Clean	Ton	n/a			
3" Clean	Ton	n/a			
4" – 6" Clean	Ton	n/a			
1" Road Rock	Ton	n/a			
1 ½" Road Rock	Ton	n/a			
1 ¼" Road Rock	Ton	n/a			
2" Road Rock	Ton	n/a			
3" Road Rock	Ton	n/a			
3" Base Rock	Ton	n/a			
Ditch Liner	Ton	n/a			
Type 2 Rock Blanket	Ton	n/a			
<u>Type 1 Base</u> (MoDOT Spec. 8) Section 1007: Type 1	Ton	n/a			
<u>Aggregate Chips</u> (MoDOT Spec. 4) Aggregates for Seal Coats Sec. 1003, Grade C	Ton	\$8.75			
<u>Aggregate for Surfacing</u> (MoDOT Spec. 3) 1" Surface Stone Sec. 1006 Grade A or B	Ton	n/a			
<u>Snow and Ice Control Chips</u> (MoDOT Spec. 5) Limestone Only Section 1006	Ton	n/a			
<u>Sand – Manufactured Only</u> Section 1002.3	Ton	n/a			
<u>Sand – Natural River</u> Section 1005.3	Ton	\$10.00			



<b>Barrett Materials 636-239-1122</b>		<b>Enochs Knob Franklin County</b>			
<b>Product Description</b>	<b>U/M</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>
Gabion Stone	Ton	\$11.00			
Rip Rap	Ton	\$12.00			
Shot Rock	Ton	\$5.00			
1" Clean	Ton	\$10.20			
1 ½" Clean	Ton	\$8.50			
2" Clean	Ton	\$8.50			
3" Clean	Ton	\$8.50			
4" – 6" Clean	Ton	\$8.75			
1" Road Rock	Ton	\$10.00			
1 ½" Road Rock	Ton	\$10.00			
1 ¼" Road Rock	Ton	\$10.00			
2" Road Rock	Ton	\$10.00			
3" Road Rock	Ton	\$8.00			
3" Base Rock	Ton	\$6.50			
Ditch Liner	Ton	n/a			
Type 2 Rock Blanket	Ton	\$12.00			
<u>Type 1 Base</u> (MoDOT Spec. 8) Section 1007: Type 1	Ton	\$6.50			
<u>Aggregate Chips</u> (MoDOT Spec. 4) Aggregates for Seal Coats Sec. 1003, Grade C	Ton	n/a			
<u>Aggregate for Surfacing</u> (MoDOT Spec. 3) 1" Surface Stone Sec. 1006 Grade A or B	Ton	n/a			
<u>Snow and Ice Control Chips</u> (MoDOT Spec. 5) Limestone Only Section 1006	Ton	n/a			
<u>Sand – Manufactured Only</u> Section 1002.3	Ton	n/a			
<u>Sand – Natural River</u> Section 1005.3	Ton	n/a			

<b>Mid-Missouri Limestone</b> <b>573-642-1200</b> <b>bdunn@MertensRock.com</b>		<b>New Haven</b> <b>Franklin County</b>			
<b>Product Description</b>	<b>U/M</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>	<b>Pickup Unit Price</b>
Gabion Stone	Ton	\$10.00			
Rip Rap	Ton	\$11.00			
Shot Rock	Ton	\$5.75			
1" Clean	Ton	\$10.45			
1 ½" Clean	Ton	\$8.80			
2" Clean	Ton	\$8.80			
3" Clean	Ton	\$8.80			
4" – 6" Clean	Ton	\$11.30			
1" Road Rock	Ton	\$8.40			
1 ½" Road Rock	Ton	\$8.40			
1 ¼" Road Rock	Ton	\$8.40			
2" Road Rock	Ton	\$8.00			
3" Road Rock	Ton	\$8.00			
3" Base Rock	Ton	\$6.50			
Ditch Liner	Ton	\$12.00			
Type 2 Rock Blanket	Ton	\$11.50			
<u>Type 1 Base</u> (MoDOT Spec. 8) Section 1007: Type 1	Ton	\$7.00			
<u>Aggregate Chips</u> (MoDOT Spec. 4) Aggregates for Seal Coats Sec. 1003, Grade C	Ton	n/a			
<u>Aggregate for Surfacing</u> (MoDOT Spec. 3) 1" Surface Stone Sec. 1006 Grade A or B	Ton	\$8.40			
<u>Snow and Ice Control</u> <u>Chips</u> (MoDOT Spec. 5) Limestone Only Section 1006	Ton	n/a			
<u>Sand – Manufactured Only</u> Section 1002.3	Ton	n/a			
<u>Sand – Natural River</u> Section 1005.3	Ton	n/a			

**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

AGENDA ITEM

**7 D**

**NAME OF TOPIC/PROJECT:** A Resolution authorizing the Mayor to issue a Task Order to Intuition & Logic (under an existing City contract) to provide Engineering Design Services for the MS4 (Municipal Separate Sewer System) annual storm water report to MDNR for the 2018 budget year.

**SUMMARY EXPLANATION:** The City is required by MDNR to submit a bi-annual storm water report to them indicating our compliance with our MDNR issued storm water operating permit. The firm of Intuition & Logic will assist the City in preparing the late fall 2018 annual report, the new two year report cycle, and to continue to assist us in storm water permit requirement compliance plus updating our SWMP.

**RECOMMENDED ACTION:** APPROVAL

**Why is this action necessary?** The Council must approve this task order expenditure due to the scope of work cost.

**What does this action accomplish?** This resolution approval will allow the City to proceed with required storm water regulations service assistance provided by Intuition & Logic.

**Positive impacts and to whom?** The entire City and its residents will benefit.

**Negative impacts and to whom?** None

**ADDITIONAL COMMENTS:** Intuition and Logic has provided the City with excellent professional service in respect to meeting the requirements of our state storm water permit.

**SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR**

**Name:** Intuition & Logic

**Previous City Contracts:** Yes

**Transaction amount:** Not to Exceed \$48,000.00

**Transaction type:** Contract Task Order

**Comments:** Storm Water Task Order Assignment to Intuition & Logic, all Professional Service Fees.

RESOLUTION NO: 17-46

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A TASK  
ORDER WITH INTUITION & LOGIC TO PROVIDE CONTINUING  
ENGINEERING DESIGN SERVICES FOR THE MS4 (MUNICIPAL  
SEPARATE SEWER SYSTEMS) STORM WATER SERVICES FOR THE CITY  
OF ARNOLD.

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a Task Order with Intuition & Logic to provide Engineering Design Services for the MS4 Services Project for the City of Arnold during the 2018 budget year.

A copy of said contract is attached hereto and made a part hereof reference.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

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

**TASK ORDER REQUEST #8  
TO GENERAL SERVICE AGREEMENT  
BETWEEN THE CITY OF ARNOLD, MISSOURI AND INTUITION & LOGIC  
FOR PROFESSIONAL SERVICES FOR MS4 STORMWATER SERVICES**

This is a Task Order Request (TASK ORDER) to provide professional services under the General Service Agreement (AGREEMENT) entered into between THE CITY OF ARNOLD, MISSOURI (CITY) AND INTUITION & LOGIC (I&L) for professional services for stormwater projects. The AGREEMENT is hereby referenced and made part of this TASK ORDER. This TASK ORDER is governed by the AGREEMENT.

In consideration of the promises contained in the AGREEMENT, CITY and I&L agree as follows:

**EFFECTIVE DATE**

The effective date of this TASK ORDER shall be the AGREEMENT effective date or the signature date for Mayor Ron Counts, whichever is later.

**SCOPE OF SERVICES**

I&L shall provide the Services described in Attachment A, Task Order #8 Scope of Services.

**SCHEDULE**

I&L shall provide the Services pursuant to the Schedule set forth in Attachment B, Task Order #8 Schedule.

**ARTICLE 5 - COMPENSATION**

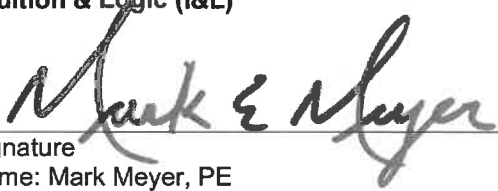
CITY shall pay I&L in accordance with Attachment C, Task Order #8 Compensation and per the AGREEMENT.

IN WITNESS WHEREOF, CITY and I&L have executed this TASK ORDER. The individuals signing this TASK ORDER represent and warrant that they have the power and authority to enter into this TASK ORDER and bind the parties for whom they sign.

**City of Arnold, Missouri (CITY)**

**Intuition & Logic (I&L)**

\_\_\_\_\_  
Signature  
Name: Ron Counts  
Title: Mayor

\_\_\_\_\_  
Signature   
Name: Mark Meyer, PE  
Title: President

June 14, 2017

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

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

\_\_\_\_\_  
431873553  
Fed. Tax I.D. No.

\_\_\_\_\_  
Attest by:  
Name: Tammi Casey  
Title: City Clerk

\_\_\_\_\_  
Approved as to form:  
Name: Robert Sweeney  
Title: City Attorney

# Attachment A Task Order #8 Scope of Services

2017-2018 MS4 Permit Services																	
Personnel Type/Rate	Personnel	PM	AM	PM	AM	CB	ET					Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Commitment Expenses	Subtotal	
1.0	Coordination, Data Collection and Analysis	150.00	105.00	75.00	75.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0	0
	1.0.1	0	16	0	0	0	0	0	0	0	0	16	1,650.00	0	0	1,650.00	
	1.0.2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	<b>Subtotal =</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>1,650.00</b>	<b>0</b>	<b>0</b>	<b>1,650.00</b>	
	<b>2.0</b>																
	2.0 Meetings																
	2.0.1																
	2.0.1.1																
	2.0.1.1.1																
	2.0.1.1.2																
	2.0.1.1.3																
	2.0.1.2																
	2.0.1.2.1																
	2.0.1.2.2																
	2.0.1.2.3																
	2.0.1.3																
	2.0.1.3.1																
	2.0.1.3.2																
	2.0.1.3.3																
	2.0.2																
	2.0.2.1																
	2.0.2.2																
	2.0.2.3																
	2.0.3																
	2.0.3.1																
	2.0.3.2																
	2.0.3.3																
	2.0.4																
	2.0.4.1																
	2.0.4.2																
	2.0.4.3																
	<b>Subtotal =</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>2,400.00</b>	<b>0</b>	<b>0</b>	<b>2,400.00</b>	

**2017-2018 MS4 Permit Services**



Personnel	Type/Rate	Personnel Billing Rate	P	R	S	D	E	F	T	Subtotal	Hours	Subtotal Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
3.0	MS4 Biennial Report - 1st year consists of tracking compliance goals	150.00								0.00					
3.1	MS4 Biennial Report	105.00	75.00	75.00						0.00					
3.1	Review collected data and determine overall compliance for each MCM item with respect to the previous year's stated goal and overall compliance within the City's 2017-2021 SWAMP.	105.00	75.00	75.00						0.00					
3.2	Summarize review results and overall compliance for each MCM report item for year 1 of the biennial report.	105.00	8							1,020.00					1,020.00
4	This work occurs during the 1st year of the biennial report and therefore a draft and approved report submitted will not be made during this cycle.	105.00	4							1,020.00					1,020.00
4.0	Training of Municipal Employees														
4.0	MCM 5 - SWAMP Update - Seminar for Municipal Staff to review changes to the SWAMP and operational changes that result.														
4.0.1	Coordinate with City to schedule seminar, develop topic list and seminar program.		1							105.00					105.00
4.0.2	Prepare presentation material for the training seminar.		12							2,160.00					2,160.00
4.0.3	Present Seminar		3							540.00					540.00
4.0.4	Create archive of presentation and documentation of individuals present for inclusion in the MS4 Report.		0.5							202.50					202.50
4.0	Printing 8.5x11 BW handouts for presentation 1									112.50					112.50
4.1	MCM 6 - Annual Operations Training														
4.1.1	Coordinate with City to schedule seminar, develop topic list and seminar program		1							105.00					105.00
4.1.2	Prepare presentation material for the training seminar		12							2,160.00					2,160.00
4.1.3	Present Seminar		3							540.00					540.00
4.1.4	Create archive of presentation and documentation of individuals present for inclusion in the MS4 Report.		0.5							202.50					202.50
4.0	Printing 8.5x11 BW handouts for presentation 2									112.50					112.50
4.2	MCM 1 - Stormwater Development														
4.2	Stormwater Development														
Subtotal =		0	8	0	0	0	0	0	0	2,040.00					2,040.00

2017-2018 MS4 Permit Services



Personnel	PM	PL	CA	ET	0.00	0.00	0.00	0.00	Subtotal Hours	Subtotal Personal Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
Per Month of Survey - Summer Questionnaire to be developed and mailed to residents to assess public knowledge. Mailing to be performed in August 2017 with a report of findings in December 2017.	150.00	105.00	75.00	75.00	0.00	0.00	0.00	0.00	0	-	-	-	0
4.2.1 Coordinate with City to develop revisions to the stormwater questionnaire and format for ease of mailing.	2	1	4	4					5	510.00	5,000.00		5,510.00
4.2.2 Printing and pre-paid postage									5	405.00			5,405.00
4.2.3 Obtain returned surveys and online questionnaire results from poster survey.		8	24						32	2,640.00			2,640.00
4.2.4 Quality Control Review	2			1					2	300.00			300.00
4.2.5 Draft Report Submittal		2	4						6	510.00			510.00
4.2.6 Incorporate Draft Report Comments									0	-			0
4.2.7 Revised Report Submittal									0	-			0
<b>Subtotal =</b>	<b>2</b>	<b>46</b>	<b>0</b>	<b>71</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>119</b>	<b>10,455.00</b>	<b>5,225.00</b>	<b>0</b>	<b>15,680.00</b>
<b>5.0 Dry Weather Screening</b>									0	-	-	-	0
5.0 Dry weather screening									0	-	-	-	0
5.1 Coordinate with City to discuss screening timeframe, site access requirements, and more for 20% of outfall sites.	3		3						6	540.00			540.00
5.2 Prepare test gear and screening equipment	2		2						4	360.00			360.00
5.3 Perform city weather field screening	24		24						48	4,320.00			4,320.00
Each location will be visually inspected for flow, color, odor and distressed vegetation. Photo documentation of the discharge location and surrounding area will be taken. Visual observations will be recorded using a handheld Trimble with GIS for direct incorporation into the City's GIS database for referencing during future report cycles. sampling of locations identified with flow.									0	-	-	-	0
5.4 Prepare report of findings	1	2	6	8					10	810.00			810.00
5.5 Review findings with City via GO 10 Meeting.	3		3						6	640.00			640.00
5.6 Incorporate findings into the MS4 report documentation.	1		2						3	255.00			255.00
4.0 Water Quality Sampling Sites									0	-	-	-	0
4.000000 Water Quality Sampling Sites									0	-	2,400.00		2,400.00
<b>Subtotal =</b>	<b>1</b>	<b>37</b>	<b>0</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>7,165.00</b>	<b>2,400.00</b>	<b>0</b>	<b>10,165.00</b>
<b>6.0 Public Education and Outreach</b>									0	-	-	-	0
6.0 Public Education and Outreach									0	-	-	-	0



2017-2018 MS4 Permit Services



Personnel Type	Personnel	Rate	Hours	CD	ET	Subtotal	Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
<b>Personnel Billing Rates</b>											
6.1 Develop new Stormwater Structures for the City.	12	75.00	8			0.00	20	1,800.00			1,800.00
6.2 Prepare two press releases on stormwater topics for the general public.	24	75.00	8			0.00	32	3,120.00			3,120.00
6.3 Green Infrastructure Awards. I&L will investigate and identify potential award recipients. If recipients cannot be identified, I&L will report that there are no qualifying developments at this time and award will be issued to the first qualified future development.	12	75.00				0.00	12	1,260.00			1,260.00
6.4 Quality Control Check	2						0				
6.5 Submit draft documents to the City for review and comment.	0.5						0.5	52.50			52.50
6.6 Receive City Comments and revise draft report accordingly.	2		4				6	510.00			510.00
6.7 Approved Document. Submit Electronic Files – I&L will email the draft submittal documents to the City in PDF format.	0.5						0.5	52.50			52.50
6.8 Prepare City Comments and revise draft report accordingly.							0				
6.9 Approved Document. Submit Electronic Files – I&L will email the draft submittal documents to the City in word and PDF format, suitable for the City's use in publication.							0				
							0				
							0				
							0				
							0				
							0				
<b>Subtotal =</b>	<b>2</b>	<b>51</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>73</b>	<b>7,195.00</b>	<b>\$</b>	<b>\$</b>	<b>7,195.00</b>
<b>7.0 Industrial NPDES Inspections</b>											
7.1 Coordinate with City to discuss inspection timeframe, site access requirements, and more for 3 industrial inspection sites.	2		2				4	360.00			360.00
7.2 Prepare inspection checklists.	1						1	105.00			105.00
7.3 Inspections. For each location, we will meet with the responsible party and review their internal compliance procedures, documentation, record keeping and reporting. Compliance inspection will focus on permit holder documentation, reporting and pollution prevention. Approximately 2 hrs/site.	6		6				12	1,080.00			1,080.00
7.4 Prepare report of findings.	0.5		3				5	457.50			457.50
7.5 Review findings with City via Go10 Meeting.	2		2				4	360.00			360.00
7.6 Incorporate findings into the MS4 report documentation.	1		2				3	255.00			255.00
							0				
							0				
							0				

2017-2018 MS4 Permit Services



Personnel Billing Rate	PM	PH	CAD	FT	Subtotal Hours	Subtotal Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
Personnel Billing Rate	150.00	105.00	75.00	75.00	0.00	0.00	0.00	0.00	2,617.50
Subtotal =	0.5	13.5	0	15	0	0	0	0	2,617.50
<b>Storm Water Master Plan (SWAMP) Update</b>									
8.0									
8.1									
8.1 Attend SWAMP									
8.1.1 Revise the SWAMP per review comments from MDNR, the City, the Citizen Advisory Board and public review and comments.									
8.2		8		16	24	2,040.00			2,040.00
8.2 Not Used									
8.3									
8.3 Draft Report Submittal									
Electronic Files - I&L will email the draft SWAMP documents to the City in PDF format.									
8.5		0.5		1	1.5	127.50			127.50
8.5 Draft Report Review Meeting									
Review the draft SWAMP and discuss revisions of corrections.									
8.5.1									
8.5.1 Prepare Meeting Agenda									
8.5.2		2		2	4	360.00			360.00
8.5.2 Attend Meeting									
8.5.3		0.25		1	1.25	101.25			101.25
8.5.3 Meeting Summary									
8.6		1		4	5	405.00			405.00
8.6 Revise draft report accordingly.									
8.7		0.5		1	1.5	127.50			127.50
8.7 Submit to MDNR									
8.8									
8.8 Receive MDNR Comments and review.									
8.9		4		8	12	1,020.00			1,020.00
8.9 MDNR Comment Review Meeting									
Review MDNR comments with City and discuss revisions, corrections or alterations requested by MDNR and the impact to the City's compliance efforts									
8.9.1									
8.9.1 Prepare Meeting Agenda									
8.9.2		2		2	4	360.00			360.00
8.9.2 Attend Meeting									
8.9.3		0.25		1	1.25	101.25			101.25
8.9.3 Meeting Summary									
8.10		4		6	12	1,020.00			1,020.00
8.10 Revise draft report accordingly.									
8.11		0.5		1	1.5	127.50			127.50
8.11 Approved Submittal to MDNR									
9.0									
9.0 Printing 6.5X11 cost per sheet (double sided)									
9.1									
9.1 Envelopes and postage									
		0	21	0	21	5,940.00	60.00		6,000.00
Subtotal =									
	5.50	212.50		227.00	445.00	40,162.50	7,685.00		47,847.50
Subtotal Hours									
Subtotal Personnel Cost									
	626	\$22,313	\$0	\$17,025	\$0	\$0	\$0	\$0	\$49,338
							TOTAL = \$ 47,847.50		

**Attachment B**  
**Task Order #8 Schedule**

I&L shall begin work upon receipt of written notice to proceed. I&L shall perform work in a timely manner and shall complete the project within 365 calendar days from notice to proceed.

**Attachment C**  
**Task Order #8 Compensation**

The compensation to be paid for the Services identified in Attachment A - Scope of Services shall be paid on a Time and Materials, Not to Exceed method of payment. A man-hour breakdown per project task is included in Attachment A – Task Order #8 Scope of Services.

The total compensation, including sub-consultant costs, if any, shall not exceed FORTY SEVEN THOUSAND EIGHT HUNDRED FORTY SEVEN DOLLARS AND 50 CENTS (\$47,847.50) without prior written authorization by the CITY.

The forgoing total compensation amount includes all expenses, which include, but are not limited to, sub-consultant services, transportation, subsistence, reproduction of reports, drawings, specifications, and other documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

**GENERAL SERVICE AGREEMENT  
BETWEEN THE CITY OF ARNOLD, MISSOURI AND INTUITION & LOGIC  
FOR PROFESSIONAL SERVICES FOR STORMWATER PROJECTS**

This General Service AGREEMENT (AGREEMENT) is entered into between THE CITY OF ARNOLD, MISSOURI (CITY) AND INTUITION & LOGIC (I&L), for the following reasons:

1. CITY requires services for CITY Stormwater Projects; and,
2. I&L is prepared to provide the Services.

In consideration of the promises contained in this AGREEMENT, CITY and I&L agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this AGREEMENT shall be this 25 day of April, 2012.

**ARTICLE 2 - GOVERNING LAW**

This AGREEMENT shall be governed by the laws of the State of Missouri.

**ARTICLE 3 – TASK ORDERS**

The CITY shall identify potential projects under this AGREEMENT by issuing Task Order requests for each project. Task Order requests may be issued to I&L by the CITY either orally or in writing.

I&L shall provide scope of services, schedule and fee estimate to the CITY for each Task Order request. The CITY shall review task orders and negotiate with I&L.

Task Orders shall be approved by mutual written approval by both the CITY and I&L.

**ARTICLE 4 - SCOPE OF SERVICES**

I&L shall provide a written Scope of Services to the CITY for each project task order at the request of the CITY.

**ARTICLE 5 - SCHEDULE**

I&L shall provide a written Schedule to the CITY for each project task order at the request of the CITY.

**ARTICLE 6 - COMPENSATION**

I&L shall provide a written Fee Estimate to the CITY for each project task order at the request of the CITY.

The CITY shall pay I&L in accordance with the approved Task Order(s).

I&L shall submit periodic statements for Services rendered. If CITY objects to any statement submitted by I&L, CITY shall so advise I&L in writing giving reasons therefor within fourteen days (14) of receipt of such statement. If no such objection is made, the statement will be considered acceptable to CITY. At a minimum, all invoices shall include the following specific information: a unique invoice number; an itemized statement of the work performed; and a statement of amounts previously billed, amount of the current invoice, and total amount billed to date.

CITY shall pay I&L within thirty (30) days of receipt of invoice.

**ARTICLE 7 - SUBCONTRACTING**

No part of the services to be performed by I&L hereunder shall be subcontracted without the prior written consent of the CITY. The subcontracting of the work shall in no way relieve I&L of the primary responsibility for the quality and performance of the work. I&L shall assure that all subcontractors as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of this AGREEMENT, and, without limiting the generality of the foregoing, compliance with all state and federal laws applicable to contracts of this type.

**ARTICLE 8 - INDEMNIFICATION**

I&L shall indemnify and hold harmless CITY from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of I&L or any person or organization for whom I&L is legally liable.

## **ARTICLE 9 - INSURANCE**

During the performance of the Services under this AGREEMENT, I&L shall maintain the following insurance with carriers having a Best's rating of at least B+ and authorized to do business in the state in which the Services are being performed:

- (a) General Liability Insurance on a coverage form equal to ISO CG 00 01, on an occurrence basis, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, including a per-project endorsement.
- (b) Automobile Liability Insurance to include coverage for all hired, owned and non-owned vehicles, with a combined single limit of not less than \$1,000,000.
- (c) Workers' Compensation Insurance, in accordance with the laws of the state in which the Services are being performed, and Employers' Liability Insurance with limits according to such statutory requirements, or \$500,000 for each accident, whichever is greater. Where Services fall within the authority of the United States Longshoreman's and Harbor Workers Compensation Act, or the Jones Act, I&L's insurance shall include such Acts.
- (d) Professional Liability Insurance with limits of not less than \$1,000,000 per claim and annual aggregate.
- (e) I&L shall provide and maintain the following if applicable to the Services:
  - i. When operations related to the Services hereunder will involve subsurface investigation (such as soil samples, core drilling, test wells, etc.), I&L, or its subcontractor(s) as applicable, shall maintain Contractor's Pollution Liability Insurance, including bodily injury, property damage and cleanup costs, with limits of not less than \$1,000,000 per occurrence and annual aggregate.
  - ii. When necessary for I&L to use watercraft for the performance of the Services under this AGREEMENT, and if excluded by I&L's General Liability policy, I&L shall maintain a Watercraft Liability policy with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage, including protection & indemnity where applicable. Coverage will apply to owned, non-owned and hired watercraft.
  - iii. When necessary for I&L to use aircraft (fixed-wing or rotary) for the performance of the Services under this AGREEMENT, I&L shall maintain Aircraft Liability with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage, including passenger liability. Coverage will apply to owned, non-owned and hired aircraft.

The policies shall provide, or be endorsed to provide, that: (1) at least thirty (30) days' advance written notice shall be given to CITY prior to cancellation or non-renewal, (2) the CITY shall be added as additional insureds under policies listed under (a), (b) and (e) above.

Upon request, I&L shall furnish CITY certificates of insurance and required endorsement(s) which evidence the requirements of this Article prior to performing any Services under this AGREEMENT. I&L further agrees to file new certificates showing renewal of coverage and limits at least thirty (30) days prior to the expiration of the current policies.

## **ARTICLE 10 - INDEPENDENT CONTRACTOR**

I&L undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. I&L has complete and sole responsibility for its employees, agents, subcontractors or any other persons or entity that I&L hires to perform or assist in performing the Services hereunder. I&L is solely responsible for (a) payment of wages, benefits, and other compensation to or for its employees, (b) payment of applicable payroll, unemployment, and other taxes and withholding of applicable social security (FICA) and income taxes with respect to its employees, and (c) compliance with applicable Workers' Compensation laws with respect to maintenance of workers' compensation and employer's liability insurance coverages.

## **ARTICLE 11 - COMPLIANCE WITH LAWS**

In performance of the Services, I&L shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. I&L shall procure the permits, certificates, and licenses necessary to allow I&L to perform the Services. I&L shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to I&L in the Task Order Scope of Services.

## **ARTICLE 12 - CITY'S RESPONSIBILITIES**

CITY shall perform the following in a timely manner so as not to delay the Services of I&L:

- (a) Provide criteria and information pertinent to I&L's Services as to CITY's requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards

which CITY will require to be included in the drawings and specifications to be furnished by I&L under this AGREEMENT, if any.

- (b) Make available to I&L drawings, specifications, schedules, and other information, interpretations, and data which are prepared by CITY, or by others, which CITY and I&L consider pertinent to I&L's responsibilities hereunder.
- (c) Arrange for access to and to make provisions for I&L to enter upon public and private property as required for I&L to perform the Services.
- (d) Give prompt notice to I&L whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of I&L's Services.

Unless otherwise provided in the AGREEMENT, the information and services to be provided by CITY under this Article will be without cost to I&L.

#### **ARTICLE 13 - OWNERSHIP OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, computer software and other such instruments of service prepared by I&L pursuant to this AGREEMENT, whether completed or in progress, are the property of CITY. Ownership shall transfer to CITY if or as required by the Prime AGREEMENT. Any use except for the specific purpose intended by this AGREEMENT will be at the user's sole risk and without liability or legal exposure to I&L.

#### **ARTICLE 14 - TERMINATION AND SUSPENSION**

The CITY may terminate this AGREEMENT at any time, with or without cause, effective upon delivery of Written Notice thereof to I&L.

Should the AGREEMENT be so terminated, all drawings and documents in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by I&L to the date of termination. The CITY shall indemnify I&L for any use or re-use of plans by persons with CITY's express approval.

#### **ARTICLE 15 - PROPRIETARY INFORMATION**

I&L shall treat as proprietary all information provided by CITY and all drawings, reports, studies, design calculations, specifications, and other documents or information, in any form or media, resulting from the I&L's performance of the Services. I&L shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of CITY.

The preceding restriction shall not apply to information which is in the public domain, was previously known to I&L, was acquired by I&L from others who have no confidential relationship to CITY with respect to same, or which, through no fault of I&L, comes into the public domain. I&L shall not be restricted from releasing information, including proprietary information, in response to a subpoena, court order, or other legal process. I&L shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify CITY in writing of the demand for information before I&L responds to such demand. CITY may, at its sole discretion, seek to quash such demand.

#### **ARTICLE 16 - NOTICES**

Any notices required by this AGREEMENT shall be made in writing to the address specified below:

CITY: Bryson Baker  
Public Works Director  
City of Arnold  
2101 Jeffco Blvd  
Arnold, MO 63010

I&L: Mark Meyer  
Intuition & Logic  
16253 Swingley Ridge Rd  
Suite 100  
St. Louis, MO 63017

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CITY and I&L.

#### **ARTICLE 17 - DELAY IN PERFORMANCE**

Neither CITY nor I&L shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CITY or I&L under this AGREEMENT.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party, describing the circumstances preventing continued performance and the efforts being made to resume performance.

#### **ARTICLE 18 - DISPUTES**

In the event of a dispute between CITY and I&L arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach AGREEMENT to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

#### **ARTICLE 19 - RECORDS**

I&L's records pertaining to compensation and payments under this AGREEMENT shall be kept in accordance with generally accepted accounting principles. Such records shall be subject to audit by CITY, during normal business hours at I&L's place of business, or I&L shall provide a copy of same to CITY at CITY's expense. I&L shall not dispose of the originals of such records until after sixty (60) days' prior written notice to CITY.

#### **ARTICLE 20 - EQUAL EMPLOYMENT OPPORTUNITY**

I&L and any subcontractor will, in all solicitation, or advertisements for employees and for all WORK performed by employees of I&L or under a subcontractor including procurement of services, equipment, or materials, comply with all provisions of State and Federal laws and regulations governing the Americans with Disabilities Act, Equal Employment Opportunity and Non-Discrimination.

#### **ARTICLE 21 - WAIVER**

A waiver by either CITY or I&L of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 22 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void. CITY and I&L further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

#### **ARTICLE 23 - INTEGRATION**

This AGREEMENT, including any Attachments incorporated by reference in the AGREEMENT, represents the entire and integrated AGREEMENT between CITY and I&L. It supersedes all prior and contemporaneous communications, representations, and AGREEMENTS, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT may be amended only by a written instrument signed by both CITY and I&L.



**ARTICLE 24 - SUBCONTRACTING**

I&L shall not engage independent consultants, associates, or subcontractors to assist in the performance of I&L's Services without the prior written consent of CITY.

**ARTICLE 25 - SUCCESSORS AND ASSIGNS**

CITY and I&L each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party, in respect to all provisions of this AGREEMENT.

**ARTICLE 26 - ASSIGNMENTS**

Neither CITY nor I&L shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, I&L may assign its rights to payment without CITY's consent. Unless otherwise stated in the written consent, no assignment will release or discharge the assignor from any obligation under this AGREEMENT.

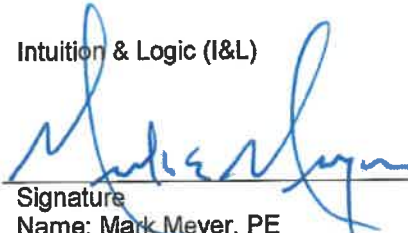
**ARTICLE 27 - THIRD PARTY RIGHTS**

The Services provided for in this AGREEMENT are for the sole use and benefit of, and nothing in this AGREEMENT shall be construed to give any rights or benefits to, anyone other than the CITY and I&L.

IN WITNESS WHEREOF, CITY and I&L have executed this AGREEMENT. The individuals signing this AGREEMENT represent and warrant that they have the power and authority to enter into this AGREEMENT and bind the parties for whom they sign.

City of Arnold, Missouri (CITY)

Intuition & Logic (I&L)



Signature  
Name: Ron Counts  
Title: Mayor

Signature  
Name: Mark Meyer, PE  
Title: President

4-20-2012

4-25-12

Date:

Date:



431873553  
Fed. Tax I.D. No.

Attest by:  
Name: Diane Waller  
Title: City Clerk

Approved as to form:  
Name: Robert Sweeney  
Title: City Attorney



# City of Arnold

---

Ron Counts, Mayor

April 24, 2012

Mr. Mark Meyer  
Intuition & Logic  
16253 Swingley Ridge Road  
Suite 100  
St. Louis MO 63017

RE: Contract

At the regular City of Arnold council meeting on April 19, 2012 council awarded contracts to your firm.

Enclosed are the contract documents that need to be signed. Please return one original to this office and keep one for your files.

If you have any questions, feel free to contact this office or Bryson Baker, Public Works Director at 636-282-6650.

Sincerely,

Diane C. Waller  
City Clerk

Enclosure

CC: B. Baker

RESOLUTION NO: 17-47

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH R & F TILE & MARBLE COMPANY, INC.

---

BE IT RESOLVED, by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a Contract with R & F Tile & Marble Company, Inc. for the material and installation of Carpet, Tile, and Vinyl Base at the Arnold Police Department.

A copy of said Contract is attached hereto and made a part hereof reference.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammy Casey

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

**R & F TILE & MARBLE COMPANY, INC.**  
**1372 TIMOTHY RIDGE DRIVE**  
**ST. CHARLES, MO 63304**  
**PHONE (636) 441-2682**

*family owned and operated since 1974*

**PROPOSAL SUBMITTED TO:**

TOM PALASKY

JOB  
ADDRESS  
CITY  
STATE/ZIP  
PHONE  
DATE

**PROPOSAL**

**DESCRIPTION OF JOB:**

POLICE STATION  
2101 JEFFCO BLVD  
ARNOLD  
MO 63010  
8/2/2017

***We hereby submit specifications and estimates for:***

DEMO EXISTING CARPET FROM FLOORS.  
SUPPLY & INSTALL CARPET TILES ON FLOORS.  
SUPPLY & INSTALL VCT AND BACK DOOR.  
SUPPLY & INSTALL VINYL BASE THROUGHOUT.  
**LABOR & MATERIAL**

**14,390.00**

**ALLOWANCES**

**CARPET**

**\$20.00 YD**

***We Hereby Propose*** to furnish labor and materials complete in accordance with the above specifications, for the sum of \$ \_\_\_\_\_

With payment to be made as follows: \_\_\_\_\_

All material is guaranteed to be as specified. All work is to be completed in workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All arrangements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

Owner agrees to pay all reasonable costs and expenses, including attorneys' fees, incurred by R & F Tile & Marble in collecting and enforcing payment by Owner.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Date Accepted: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 90 days.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



**FLOORING  
SYSTEMS  
INC.**

4130 Meramec Bottom Rd.  
St. Louis, MO 63129  
314-329-9300 office  
314-329-9399 fax

# FAX PROPOSAL

August 1, 2017

**Proposal Submitted To:**

City of Arnold  
Phone:  
Fax:  
Attn: Tom Palasky  
Email: [tpalasky@arnoldmo.org](mailto:tpalasky@arnoldmo.org)

**Regarding Project:**

Arnold Police Department  
Carpet Replacement

We, FLOORING SYSTEMS INC., propose to furnish the necessary union labor, tools, equipment, and materials to complete the flooring work at the above referenced project.

**BASE BID**

Demo existing carpet and 4" vinyl base	
Supply and install new carpet tile and 4" vinyl cove base	
Supply and install 'walk off' style carpet tile at side door entry hallway_____	<b>\$14,710.00</b>

**NOTES:**

Lift of existing furniture included  
Removal of small items, personal goods and disconnection of electronics to be done by others  
Carpet tile allowance used: \$16/sy (up to 300yds)  
Walk Off allowance used: \$40/sy (30yd max)

**OPT #1 (add)**

Change work to be don't during night hours_____	<b>\$1,950.00</b>
---	-------------------

**NOTES:**

FINISHES TO BE AS SPECIFIED  
CARPET TO BE GLUE-DOWN ONLY - NO PAD.  
SALES TAX INCLUDED: **NO**  
PLANS DATED NA  
MINOR PREP IS INCLUDED.

**EXCLUSIONS:**

CLEAN, WAXING, VACUUMING AND PROTECTION OF FINISHED FLOORS  
MAJOR FLOOR PREPARATION, PATCHING, SANDING, OR LEVELING FLOORS  
INSTALLATION OF CONCRETE SEALERS OR MOISTURE MITIGATION SYSTEMS  
REMOVAL OR MITIGATION OF CURING COMPOUNDS AND SEALERS  
DEMO, DISCONNECT AND RECONNECT OF PC'S  
NIGHTS, WEEKENDS OR HOLIDAYS  
MOVING OF FURNITURE OR FIXTURES  
NO UNDERLAYMENT OR CEMENT BOARD

**TOTAL BASE BID:**

This proposal is subject to written acceptance within 30 days of its date. Terms are net 30 days. Proposal includes minor prep work only. Trash removal by others. Adequate dock facilities and elevators to be available. All work to be performed Monday through Friday between the hours of 7:00 a.m. and 3:30 p.m. unless otherwise noted.

Respectfully submitted,

ACCEPTANCE:

\_\_\_\_\_

Jon Adams  
Flooring Systems Inc.  
Phone 314-805-4040  
Fax 314-714-1314  
[jadams@flooringsystemsinc.net](mailto:jadams@flooringsystemsinc.net)

# Tony Prince Co., Inc.

1531-A Fairview Ave.  
St. Louis, MO 63132  
(314) 567-4666, Fax (314) 567-1969  
Direct Phone 314-489-8501  
Web address [www.princefloors.com](http://www.princefloors.com)  
E-mail [dfuller@princefloors.com](mailto:dfuller@princefloors.com)

## Proposal

---

Firm: City of Arnold  
Attn: Tom Palasky  
Tel: 636-282-2386  
Fax: 636-282-2394  
Re: Police Administration, Bureau, & Lower Level  
Date: 07/31/2017  
Pages: 01

---

Scope of Work – We propose to furnish labor and materials as follows.

Carpet Tile – Budgeted \$17.00/square yard allowance for material  
Demo existing carpet  
Dumpster by owner  
Daytime hours in the base bid  
Base – Johnsonite 4" x 1/8" Vinyl Coved  
LVT – Included in Entry of Bureau  
Minor Floor Prep included in this proposal  
Furniture Moving by others  
Transitions included  
All for the sum of \$15,100.00

Evening Hours in lieu of Daytime  
All for the sum of \$15,500.00

Qualifications:

Exclusions: Moisture testing, moisture tests, demo, cleaning, waxing, vacuuming, protection and major floor patch unless specifically noted otherwise in the above scope.

Addendum Noted:

Sincerely,  
Daniel Fuller

RESOLUTION NO: 17-48

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
AGREEMENT WITH TECH ELECTRONICS

---

BE IT RESOLVED, by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a Agreement with Tech Electronics for Cloud-Based Hosted Phone Solution per the attached Quote.

A copy of said Contract is attached hereto and made a part hereof reference.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammy Casey

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



Deion Christopher  
City of Arnold

### Order Summary

Account Number	R205-0000008
Order Number	10
Order Date	06/06/2017
One Time Payment	\$49,315.60
Monthly Recurring Charges	\$4,260.60

Thank you for your business.

Total does not include applicable taxes and surcharges.

### Non-Recurring Charges

Item Description	Unit Price	Quantity	Amount
PROFESSIONAL SERVICES FOR TRAINING	\$105.00	40	\$4,200.00
PROFESSIONAL SERVICES FOR SWITCH CONFIGURATION	\$112.50	43	\$4,837.50
PROFESSIONAL SERVICES FOR DESIGN, IMPLEMENTATION AND INSTALLATION	\$105.00	192	\$20,160.00
PORTED DID NUMBER ONE TIME CHARGE	\$7.50	198	\$1,485.00
CISCO ROUTERS WITH SMARTNET AND REQUIRED LICENSING			\$14,372.50
			\$45,055.00

### Recurring Charges

Item Description	Unit Price	Quantity	Amount
CALL RECORDING SEAT MONTHLY	\$9.95	51	\$507.45
MONTHLY SERVICE PLATINUM	\$34.95	10	\$349.50
MONTHLY SERVICE BYOP	\$19.95	3	\$59.85
MONTHLY SERVICE SILVER	\$24.95	106	\$2,644.70
ADDITIONAL VOICEMAIL BOX MONTHLY	\$1.00	70	\$70.00
ADDITIONAL 911 SITE MONTHLY	\$5.00	2	\$10.00
ADDITIONAL DIRECT INWARD DIAL TELEPHONE NUMBERS	\$3.50	82	\$287.00
24-PORT POWER OVER ETHERNET DATA SWITCH	\$36.90	9	\$332.10
			\$4,260.60

#### Terms and Conditions:

This Quote, and the [goods] and services to be provided by Tech Electronics here under, are subject to the standard terms and conditions located at <https://www.techelectronics.com/techcloud/#a3> as they exist on the date of this Quote or the date of any renewal of the term of the Agreement.

#### Customer Use Only:

Print Name : \_\_\_\_\_  
 Authorized Signature : \_\_\_\_\_ Date : \_\_\_\_\_

#### Company Use Only:

Authorized Signature : \_\_\_\_\_ Date : \_\_\_\_\_



RESOLUTION NO: 17-49

A RESOLUTION APPROVING NEW RATES AT THE  
RECREATION CENTER AND POMME CREEK GOLF COURSE

---

BE IT RESOLVED, by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to approve new rates at the Recreation Center and Pomme Creek Golf Course.

A copy of said membership rates are attached hereto and made a part hereof reference.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
TAMMI CASEY, CITY CLERK

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

<b>2018 Bronze Services</b>		
<b>No annual contracts</b>		
Membership Type	Resident Monthly	Non-Resident Monthly
Family	\$ 42	\$ 56
Adult	\$ 30	\$ 40
Youth/Student	\$ 18	\$ 25
Senior	\$ 21	\$ 29
<b>2018 Gold Services</b>		
<b>12 month contracts</b>		
Membership Type	Resident Monthly	Non-Resident Monthly
Family	\$ 57	\$ 76
Adult	\$ 40	\$ 53
Youth/Student	\$ 23	\$ 31
Senior	\$ 26	\$ 35
<b>2018 Platinum Services</b>		
<b>12 month contracts</b>		
Membership Type	FY 2018 Resident Monthly	FY 2018 Non-Resident Monthly
Family	\$ 66	\$ 88
Adult	\$ 46	\$ 61
Youth/Student	\$ 30	\$ 40
Senior	\$ 33	\$ 44

Pomme Creek Golf Course

**2018-2019  
Greens Fees**

Type	2018		2019	
	Weekday	Weekend	Weekday	Weekend
Walk 9 Holes	\$12.00	\$14.00	\$13.00	\$15.00
Ride 9 Holes	\$16.00	\$18.00	\$18.00	\$19.00
Walk 18 Holes	\$16.00	\$18.00	\$18.00	\$19.00
Ride 18 Holes	\$25.00	\$26.00	\$26.00	\$27.00
*Junior Rate ≤ 17 Years Old	~10% Discount \$11/\$15	~10% Discount \$13/\$17	~10% Discount \$12/\$16	~10% Discount \$14/\$18
Twilight Rate > 4:00 p.m.	~20% Discount \$10/\$13/\$13/\$20	~20% Discount \$11/\$15/\$15/\$21	~20% Discount \$11/\$14/\$14/\$21	~20% Discount \$12/\$16/\$16/\$22
**Winter 9 Hole	\$11.00	\$11.00	\$12.00	\$12.00
**Winter 18 Hole	\$19.00	\$19.00	\$20.00	\$20.00
Cart Fee 9 Hole	\$5.00	\$5.00	\$5.00	\$5.00
Cart Fee 18 Hole	\$8.00	\$8.00	\$8.00	\$8.00

**2018 - 2019  
Membership Rates**

Type	2018	2019
	Annual	Annual
Individual Without Cart	\$625	\$750.00
Individual With Cart	\$1,250	\$1,300.00
Family Without Cart	\$950.00	\$1,000.00
Family With Cart	\$1,800.00	\$1,900.00