

RESOLUTION #2019-31

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO THE BENEFIT OF THIS COMMUNITY, TO EXECUTE A CONTRACT WITH [FIRST STUDENT](#) (Washington, Missouri) FOR SHUTTLE SERVICES IN ASSOCIATION WITH THE **2019 WILDWOOD BBQ BASH EVENT**. (Wards – All)

WHEREAS, on September 27, 28, and 29, 2019 the *Wildwood BBQ Bash* event will again be held in the City of Wildwood, at the St. Louis Community College – Wildwood Campus; and

WHEREAS, this event attracts a great number of attendees from all over the metropolitan area, which generates greater parking demand than can be met in proximity to this event's location; and

WHEREAS, this circumstance necessitates the need for these attendees to park elsewhere and be shuttled to and from this three (3) day event; and

WHEREAS, off-site parking is planned at numerous locations around the St. Louis Community College Campus – Wildwood, including churches and other school lots; and

WHEREAS, the City has obtained a bid from [First Student](#) for this shuttle service, at an amount of seventeen thousand dollars (\$17,000.00), and believes it is an appropriate amount to meet expected demand, but premised on more off-site parking locations that are needed, given the limited parking near the main venue, which again is the St. Louis Community College – Wildwood Campus.

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

**Section 1:** A Purchase Order is hereby authorized by the City Council of the City of Wildwood, Missouri with [First Student](#), 400 M.E. Frick Drive, Washington, Missouri, 63090 for the use of shuttle busses at the 2019 Wildwood BBQ Bash Event.

**Section 2:** The total expenses and liability of the City under this Purchase Order shall not exceed the contract sum of seventeen thousand dollars (\$17,000.00) – Friday, Saturday, and Sunday – with all details, requirements, and costs being set forth in Attachment B of this Resolution.

**Section 3:** This Resolution shall be effective upon its passage and approval.

*Passed and approved this \_\_\_ day of August 2019.*

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The Honorable James R. Bowlin, MAYOR

**ATTEST:**

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Jessica Stirmlinger, City Clerk

# Attachment B

## City of Wildwood CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: Planning and Parks

DATE: July 25, 2019

THIS AGREEMENT, made and effective this 25th day of July, 2019 by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as "City", and First Student, Inc. hereinafter referred to as "Consultant", with a business address of: 22157 Network Place, Chicago, IL 60673-1221.

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

### I. SCOPE OF SERVICES

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

Provide shuttle service for the 2019 Wildwood Barbeque Bash beginning the evening of Friday, September 27, 2019, through Sunday, September 29, 2019, in the following manner:

Friday, 9/27/19 – five (5) air conditioned buses 5:00 p.m. to 11:00 p.m., Saturday, 9/28/19 – six (6) air conditioned buses between 6:00 a.m. and 3:30 p.m. and six (6) air conditioned buses between 3:00 p.m. and 12:30 a.m., and Sunday, 9/29/19 – four (4) air conditioned buses between the hours of 6:00 a.m. and 12:30 p.m. and four (4) air conditioned buses between 12:00 noon and 6:30 p.m. Adjustments in the bus schedules will be handled between the on-site First Student Supervisors and the Wildwood representative. The City of Wildwood agrees to the information sighted in the attached First Student Trip Confirmation and labeled Attachment B.

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

### II. COMPENSATION

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

a sum not to exceed sixteen thousand seven hundred and eighty two dollars and fifty cents (\$16,782.50), as set forth on an Attachment B attached hereto and incorporated herein.

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

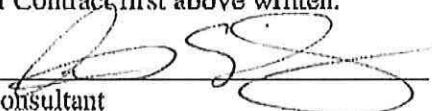
### III. TIME AND MANNER OF PAYMENTS

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

### IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before September 27, 2019, shall be completed on or before September 29, 2019, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

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

  
\_\_\_\_\_  
Consultant

By Amer Sides

Title AGM

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City of Wildwood

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_

DATE: \_\_\_\_\_

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