

Bill No. 13789

Ordinance No. 24-026

Sponsors: Bill Otto, Michael Galba, Mary West, Justin Foust, Denise Mitchell

AN ORDINANCE AUTHORIZING AMENDMENT NUMBER 11 OF THE AGREEMENT FOR OPERATIONS AND MAINTENANCE OF WASTEWATER TREATMENT FACILITIES BETWEEN ST. CHARLES CITY, MISSOURI, AND WOODARD & CURRAN, INC., TO EXTEND THE TERM OF THE CURRENT CONTRACT AND TO MAKE CERTAIN OTHER REVISIONS TO THE CONTRACT.

WHEREAS, on November 14, 2013 by Ordinance No. 13-218, the City Council of the City of St. Charles, Missouri (the "City Council") approved and authorized the execution of a contract (hereinafter, the "Contract") with Woodard & Curran, Inc. (hereinafter, "W&C") to provide operations and maintenance services at wastewater treatment facilities owned and operated by the City of St. Charles, Missouri (the "City"); and

WHEREAS, W&C has offered to extend the term of the Contract to expire on December 31, 2034, unless otherwise earlier terminated or extended pursuant to the provision of the Contract; and

WHEREAS, the amendment will revise the language in certain provisions of the Contract and, further, update the Facilities List and the Equipment and Vehicle List to the Contract; and

WHEREAS, the City Council finds and determines it is in the best interests of the City and its residents to enter into Amendment Number 11 of the Contract with W&C; and

NOW THEREFORE, Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. Amendment Number 11 to the Agreement For Operations and Maintenance of Wastewater Treatment Facilities between the City of St. Charles, Missouri and Woodard & Curran, Inc., is approved. The Amendment shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor and City Clerk are authorized to execute the Amendment and perform all acts necessary to carry out the intent of this ordinance.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

March 5, 2024

Date Passed

3-6-24

Date Approved by Mayor

Vince Ratchford

Vince Ratchford, Presiding Officer

Daniel J. Borgmeyer

Daniel J. Borgmeyer, Mayor

Bill No. 13789

Approved as to Form:

Attest:

Michael P. Cullen 2/12/24
Michael P. Cullen, City Attorney Date

Kimberly A. Moran
City Clerk



CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation and the work program contemplated thereby, and that there is a sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

Jim O'Leary 2-12-24
Director of Finance Date

**AMENDMENT NO. 11
BETWEEN CITY OF ST. CHARLES AND WOODARD & CURRAN, INC.
AGREEMENT FOR OPERATIONS AND MAINTENANCE OF
WASTEWATER TREATMENT FACILITIES**

THIS AMENDMENT NO. 11 TO THE AGREEMENT FOR OPERATIONS AND MAINTENANCE OF WASTEWATER TREATMENT FACILITIES made and entered into this ___ day of _____, 2024 by and between the City of St. Charles, Missouri, hereafter referred to as "CITY" and Woodard & Curran, Inc., a corporation organized in the State of Maine and foreign corporation authorized to do business in the State of Missouri, hereinafter referred to as "W&C".

WITNESSETH:

WHEREAS, on November 14, 2013 the parties hereto entered into an Agreement for Operations and Maintenance of Wastewater Treatment Facilities (Prime Contract) whereby W&C provides operations and maintenance services for the City of St. Charles wastewater treatment facilities;

WHEREAS, on May 8, 2015 the parties entered into Amendment No. 1 of the agreement for Operations and Maintenance of Wastewater Treatment Facilities (Prime Contract) whereby W&C provided Expanded Fats, Oils, and Grease Reduction program services;

WHEREAS, on February 8, 2016 the parties entered into Amendment No. 2 of the Agreement for additional work performed by W&C to provide Out of Scope Services in 2015 enumerated in memorandum "Out of Scope Costs" dated December 30, 2015;

WHEREAS, on June 21, 2016 the parties entered into Amendment No. 3 of the Agreement for contract wastewater operations due to NPDES permit modifications, additional lift stations and additional Fats, Oils, and Grease (FOG) Permit labor and administration costs;

WHEREAS, on February 23, 2017 the parties entered into Amendment No. 4 of the Agreement for contract wastewater operations to transfer funds from the chemical allocation budget to the Maintenance and Repair (M&R) allocation budget;

WHEREAS, on August 30, 2017 the parties entered into Amendment No. 5 of the Agreement for contract wastewater operations to provide Out of Scope Services in 2017 enumerated in memorandum "Out of Scope Cost" dated August 30, 2017;

WHEREAS, on October 6, 2018 the parties entered into Amendment No. 6 of the Agreement for contract wastewater operations to increase the total value of services in order to increase the amount expended within the Maintenance and Repair and Chemical Allocations;

WHEREAS, on February 25, 2019 the parties entered into Amendment No. 7 of the Agreement for contract wastewater operations to delete Operations Compensation No. 3 under Article V, Compensation A. and replace with W&C's compensation shall be adjusted annually in November based upon the average percentage change in the October Consumer Price Index ("CPI").

WHEREAS, the City desired to have additional work performed by W&C to provide Out of Scope Services in 2019 enumerated in the attached "Out Of Scope Costs" – Amendment No. 8 dated July 18, 2019, a change in scope of the aforesaid Agreement For Operations And Maintenance of Wastewater Treatment Facilities is required.

WHEREAS, on October 6, 2021 the parties entered into Amendment No. 9 of the Agreement for contract wastewater operations to adjust W&C's compensation due to the addition of 2 lift stations, Charlestowne Place 1 & River Pointe, Operation & Maintenance of the City Automatic relief valves, increase of maintenance & repair, and decrease of the chemical budget.

WHEREAS, on September 20, 2022 the parties entered into Amendment No. 10 of the Agreement for contract wastewater operations to adjust W&C's compensation due to the addition of 3 lift stations, Charlestown Landing 1, Charlestown Landing 2 & Charlestown Landing 3.

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follow:

1. City and W&C agree to amend Section I, Term, of the Agreement to expire on December 31, 2034 at 12:00 p.m., unless otherwise earlier terminated or extended pursuant to the provision of the Agreement.
2. The contract value for the services performed in 2025 is pursuant to Section V.A.3 as previously amended.
3. Section V.B. shall be deleted and replaced with:
 1. The Technical Support Consulting Services Support – W&C technical and professional staff will provide consulting services in support of Wastewater Treatment Facilities operations when requested and authorized by the City.
 2. W&C's technical and professional staff providing consulting services in support of Wastewater Treatment Facilities operations will be invoiced monthly in accordance with the Standard Hourly Rate Fee Schedule – Technical Support Consulting Services attached in Exhibit E. The Standard Hourly Rate Fee Schedule shall be submitted for approval by December 31 of the previous year for approval in the succeeding contract year.
 3. Monthly invoices will describe by task consulting services provided; authorized amount; employee name; hours worked; invoiced amount; and amount remaining by task and annual TSCSA.
 4. Annual Adjustment to Technical Support Consulting Services Allocation – The TSCSA shall be negotiated annually. The TSCSA shall include basic engineering services required to support Wastewater Treatment Facilities as well as support for preparation, and at times completion of Capital Improvement Projects.
4. Section VII.C.1 shall be amended:
 1. The Authorized Representative of W&C is the following:

Title: National Operations Leader
Address: 1520 S. Fifth St., Suite 306, St. Charles, MO 63303
Phone: 314-580-3821
Email: mthomas@woodardcurran.com
5. Section VII.C.2 shall be amended:
 2. The Authorized Representative of the City is the following:

Title: Director of Public Works
Address: 200 N 2nd Street, St. Charles, MO 63301
Phone: 636-255-6135
Email: jim.wright@stcharlescitymo.gov

6. Section VIIC.5 shall be amended:
 - a. In the case of notices to W&C:
Name: President of Operations
Address: 12 Mountfort St., Portland, ME 04101
7. Exhibit A shall be amended with the attached Exhibit A - Facilities:
8. Exhibit C shall be amended with the attached Exhibit C – Equipment and Vehicle Lists.
9. W&C is an independent contractor, and nothing contained herein shall constitute or designate W&C or any of its agents or employees as agents or employees of the City.
10. W&C agrees in the performance of this agreement that it will not discriminate against any employee or applicant for employment because of race, creed, color, age, national origin, ancestry, religion, or political opinion or affiliation.
11. W&C shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.
12. ENGINEER acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contracted services. W&C represents and warrants that it is in compliance with Section 285.530 at the time of the award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that W&C does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.
13. W&C acknowledges award of this Amendment No. 11 requires compliance with Section 208.009 RSMo. Which requires W&C to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding W&C this Amendment.

ATTACHMENTS

The following exhibit is attached hereto and are hereby made part of this contract:

- Exhibit A – “Facilities”
- Exhibit C – “Equipment and Vehicles Lists”
- Exhibit E – “Standard Hourly Rate Fee Schedule”

AMENDMENT No. 11
BETWEEN CITY OF ST. CHARLES AND WOODARD & CURRAN, INC.
AGREEMENT FOR OPERATIONS AND MAINTENANCE OF
WASTEWATER TREATMENT FACILITIES

IN WITNESS WHEREOF, the City, by, and Woodard & Curran, Inc. by, its authorized representative have executed this Agreement No.11 this 6 day of March 2024.

Woodard & Curran, Inc.

CITY OF ST. CHARLES, MISSOURI

Brian E. Bzdawka

Dan Borgmeyer 3-6-'24

Date

Mayor Dan Borgmeyer

Date

Brian Bzdawka 01/25/2024
Printed Name

ATTEST:

ATTEST:

Jacqueline Smith

Kimberly Hudson

Date

Date

Jacqueline Smith 01/25/2024
Printed Name

Kimberly Hudson
Printed Name

CERTIFICATE OF DIRECTOR OF FINANCE

I Certify that the expenditure contemplated by this document is within the purpose of the appropriation and the work program contemplated thereby, and that there is sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

Jennifer O'Connor 2-7-24
Jennifer O'Connor, Director of Finance

EXHIBIT A – FACILITIES
AGREEMENT FOR OPERATIONS AND MAINTENANCE OF
WASTEWATER TREATMENT FACILITIES

1. Mississippi River Wastewater Facility – 4933 Dwyer Road, St. Charles, Missouri 63301
2. Missouri River Facility – 2500 North Main Street, St. Charles, Missouri 63301
3. Adams Street Lift Station – 620 Riverside Dr. St. Charles, Missouri 63301
4. Bedford/Hutchins Lift Station – 2 Queen Mary Drive, St. Charles, Missouri 63301
5. Boschertown Lift Station – 3400 Highway 94 North St. Charles, Missouri 63301
6. Boschertown Excess Flow Holding Basin – 3400 Highway 94 North, St. Charles, Missouri 63301
7. Charlestown Lift Station No. 1 – 3100 West Charlestown Village Drive, St. Charles, Missouri 63301
8. Charlestown Lift Station No. 2 – 3200 Charlestown Village Drive, St. Charles, Missouri 63301
9. Charlestown Lift Station No. 3 – 3149 Cog Wheel Station, St. Charles, Missouri 63301
10. Charlestown Crossing Lift Station – 3436 Charlestowne Crossing Drive, St. Charles, Missouri 63301
11. Charlestown Landing No. 1 Lift Station – 314 Summer Glen Lane, St. Charles, Missouri 63301
12. Charlestown Landing No. 2 Lift Station – 164 Pampano Lane, St. Charles, Missouri 63301
13. Charlestown Landing No. 3 Lift Station – 551 Summer Glen Lane, St. Charles, Missouri 63301
14. Charlestown Place Lift Station – 415 Charlestowne Place Drive, St. Charles, Missouri 63301
15. Covington Lift Station – Covington Place Court, St. Charles, Missouri 63301
16. Elm Point Industrial Lift Station – 33 Elm Point Industrial Drive, St. Charles, Missouri 63301
17. Fountain Lakes Lift Station – 3591 New Town Blvd., St. Charles, Missouri 63301
18. Marina Drive Lift Station – Rear 860 Marina Drive, St. Charles, Missouri 63301
19. Newtown Gateway Lift Station – 4033 Broad Street, St. Charles, Missouri 63301
20. New Town Vacuum Pump Station No.1 – 3501 New Town Lake Drive, St. Charles, Missouri 63301

21. New Town Lift Station 10A – S. Canal Street & Tiber Street, St. Charles, Missouri 63301
22. Pearl Ridge Lift Station – 490 Pearl Ridge Estates Court, St. Charles, Missouri 63301
23. Riverpointe Lift Station – 1601 Old South River Road, St. Charles, Missouri 63301
24. Riverview Lift Station – 401 Roverview Lane, St. Charles, Missouri 63301
25. Sandfort Creek Lift Station – ES Huster Road 2/10 mile S, St. Charles, Missouri 63301
26. Stable Ridge Estates Lift Station – 3472 Carriage Crossing, St. Charles, Missouri 63301
27. Stable Ridge Manor Lift Station – 32 Suffolk Drive, St. Charles, Missouri 63301
28. Talbridge No. 1 Lift Station – 1166 Talbridge Way, St. Charles, Missouri 63301
29. Talbridge No. 2 Lift Station – 1206 Shorewinds Trail, St. Charles, Missouri 63301
30. Teduke Court Lift Station – 12 Teduke Court Lot 12, St. Charles, Missouri 63301
31. Truman Lift Station – 3122 Harry S. Truman Blvd., St. Charles, Missouri 63301
32. Wynnbrooke Lift Station – 20 Wynnbrooke Manor Court, St. Charles, Missouri 63301

**EXHIBIT C – EQUIPMENT AND VEHICLES LISTS
 AGREEMENT FOR OPERATIONS AND MAINTENANCE OF
 WASTEWATER TREATMENT FACILITIES**

MISSISSIPPI PLANT

City Equipment ID Number	Quantity	Equipment Description
425	1	Crank Truck

MISSOURI PLANT

City Equipment ID Number	Quantity	Equipment Description
None		

RESIDUALS EQUIPMENT

City Equipment ID Number	Quantity	Equipment Description
426	1	Semi Truck
427	1	Semi Truck
428	1	Dump Trailer
429	1	Dump Trailer
430	1	Semi Truck
431	1	Dump Trailer
432	1	Dump Trailer

UTILITY VEHICLES

City Equipment ID Number	Quantity	Equipment Description
MI-Bobcat	2	Utility Cart

WOODARD & CURRAN VEHICLES

Vehicle Number	Quantity	Equipment Description
1	1	4X4 Truck
2	1	2X4 Truck
3	1	2X4 Truck
4	1	2X4 Truck
5	1	Van
6	1	Trailer



Rate Schedule

Water Standard 2024

STAFF TYPE	HOURLY RATE
Project Assistant	\$115
Drafter	\$131
Designer / Engineer 1 / Planner 1 / Technical Specialist 1	\$162
Engineer 2 / Planner 2 / Technical Specialist 2	\$173
Engineer 3 / Planner 3 / Senior Designer / Technical Specialist 3	\$189
Project Engineer 1 / Project Planner 1 / Project Technical Specialist 1	\$199
Project Engineer 2 / Project Planner 2 / Project Technical Specialist 2	\$210
Project Manager 1 / Technical Manager 1	\$220
Project Manager 2 / Technical Manager 2	\$241
SCADA Service Manager / Senior Project Manager / Senior Technical Manager	\$262
Senior Technical Leader	\$267
National Practice Leader	\$278

EXPENSES	
Travel	\$0.655 / mile
Other Direct Costs	At Cost Plus 10%
Subconsultants/Subcontractors	At Cost Plus 10%

NOTES

Mileage rate will change as the federal allowable rate is modified.

RCA FORM (OFFICE USE ONLY)

Bill # 13789

MEETING/DATE: 2/27/2024

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): Bill Otto

*Michael Galba
Mary West
Justin Foust
Denise Mitchell*

Description:

Authorization to enter into Amendment No. 11 of the Agreement for Operations and Maintenance of Wastewater Treatment Facilities with Woodard and Curran, Inc. to extend the term of the current contract. The value of the contract is based on an inflation adjustment and will be established each year.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

In 2013 the City entered into a 10-year contract with Woodard & Curran (W&C) for operations and maintenance of the City's waste water treatment facilities. Staff recommends extension of this contract via this 11th Amendment to the contract. The structure and cost basis remain unchanged from amendment 10 with minor revisions to the contract language. The 2024 allowed expenses were capped at \$2,479,915.40. Future allowable expenses (beginning in 2025) will be adjusted based on the indexes listed in the contract.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)

Fiscal Impact: for 2024 \$ 2,479,915.40 **Requisition #:** TBE ✓

Account #: 515-500-571-733-023 ✓

Project #: N.A.

RCA prepared by: PL Dept. Dir. DBK Finance Dir. fw Dir. of Admin. (signature)

*OK
2-7-24*