

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE  
CITY OF TWIN OAKS AND GATEWAY DESIGN STUDIO, LLC FOR  
PARK TRAIL CONCEPT DESIGN SERVICES AND MATTERS  
RELATING THERETO**

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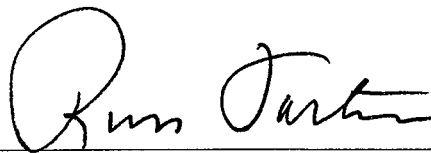
**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of Exhibit 1 (entitled "Work Order Authorization," attached hereto and incorporated herein by reference (the "Contract")) on behalf of the City of Twin Oaks with Gateway Design Studio, LLC ("GDS") for professional services including revisions to the City's Park Trail Concept Design and preparation of supporting documentation for the City's Municipal Park Grant application as more fully set forth in the Contract. The cost of the professional services shall not exceed Four Thousand Dollars (\$4,000.00) except as provided in the Contract.

**Section 2.** GDS will comply with all applicable ordinances, laws and regulations of the City, and those of the Federal and State government, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. Specifically, GDS shall comply with the state law requirement to provide *Proof of Lawful Presence* pursuant to Section 208.009 RSMo., which requires that all applicants at the time of application for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." GDS's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3 RSMo.

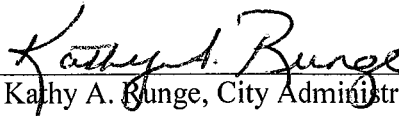
**Section 3.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 6<sup>th</sup> DAY OF JUNE, 2018.



\_\_\_\_\_  
Russ Fortune, Mayor

Attest:



\_\_\_\_\_  
Kathy A. Bunge, City Administrator/Clerk

## Exhibit 1



*Vision ..... Sustainability.....Purpose!*

### WORK ORDER AUTHORIZATION

**Date:** June 1, 2018  
**To:** Kathy Runge – City Clerk  
**Project:** Twin Oaks Park – Trail Study  
**Subject:** Revised Park Trail Concept Design and Grant Application

**Work Order No.:** 1  
**From:** Patrick Worzer - Principal  
**Project Number:** TBD

#### **This Work Order is as follows:**

We are pleased to acknowledge that you wish to engage us to provide professional services for the above referenced project. This Work Order Authorization is to confirm your request and authorization for services provided by Gateway Design Studio, LLC (GDS).

Attention is called to the following item(s), which are effective as of the date listed above, which shall be a part of this WORK ORDER. Any previous issued and approved Work Orders shall be considered separate and not part of this contract.

#### **PROJECT UNDERSTANDING**

Twin Oaks Park, located at Ann Avenue is in need of an inventory and re-assessment of the (North Woods) the existing woodland preserve area and nature trail system located at the northeast section of the park. Recently work has been done regarding the existing creek storm water mitigation and erosion control on the property.

As part of previous drawings and documents prepared by Gateway Design Studio and BFA, Inc. the REVISED concept plans are to depict a new accessible trail system through the woodland area to the bridge, future council ring, accessible ramp, and a walkway connecting to the gazebo to the west. The revised plans are to include concept design recommendations provided by GDS for the trail system layout, site furniture such as park benches and trash receptacles, signage and native landscape/vegetative remediation of the woodland and creek and raingarden basin area.

The goal is to create a REVISED needs assessment report and conceptual master plan which will serve as a guideline for improvements to this area of the park as well as a supportive document for applying for a Municipal Park Grant application which is due August 31, 2018. All the above mentioned improvements are contingent upon public input from the residents and future grant funding.

Final documents will be a combination of a written report and drawings for the use by GDS, BFA, Inc. and the City of Twin Oaks. All existing information regarding the park property will be furnished upon request to GDS by BFA, Inc. for the purposes of this



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### ADDITIONAL SERVICES/HOURLY RATE SCHEDULE

Should the project require additional services beyond the Basic Services set forth above, the additional work will be based upon the fee schedule set forth below. Rates quoted are effective through December 31, 2018.

PRINCIPAL	\$145.00/Hour	PROJECT MANAGER	\$130.00/Hour
PROJECT ARCHITECT	\$115.00/Hour	DRAFTER II	\$70.00/Hour
DRAFTER I	\$60.00/Hour	OFFICE MANAGER	\$60.00/Hour

### SCHEDULE

The estimated time for the execution and completion of our portion of work for this project is as follows:

- Trail Concept Design Within 10-15 Working Days
- Grant Application Preparation Within 5 Working Days

### FEE/PAYMENT

The total fee for the Basic Services listed above shall be:

**Lump Sum Fee: Four Thousand and 00/100 dollars (\$4,000.00)** due and payable as provided in the Terms and Conditions. In addition, you will be responsible for various project expenses listed in the EXHIBIT A - Terms and Conditions.

### Fee Breakdown:

1. Site Visit and Re-assessment of Existing Conditions - **Fee: \$500.00**
2. Community and Staff Meetings (4 meetings) - **Fee: \$700.00**
3. Revised Trail Design Concept Drawing, Details and Written Design Recommendations - **Fee: \$2,000.00**
4. Preparation of Municipal Park Grant Application due 8/31/18 - **Fee: \$800.00**

### AUTHORIZATION

**Not valid until signed by the Client or Owner and Consultant.**



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Gateway Design Studio, LLC.  
**Consultant**

City of Twin Oaks, MO  
**Client or Owner**

856 Kiefer Trails  
St. Louis, MO 63021  
**Address**

1381 Big Bend Road  
Twin Oaks, MO 63021  
**Address**

**By:** R. Patrick Worzer

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

**Date:** May 31, 2018

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

**EXHIBIT A -TERMS AND CONDITIONS**

**Contract:**

These Terms and Conditions together with the WORK ORDER in which they are attached, constitute the entire and full agreement between Gateway Design Studio, LLC. ("GDS") and CITY OF TWIN OAKS, MO ("Client").

**Acceptance:**

GDS's performance as stated in the WORK ORDER and is expressly conditioned on the Client's assent to these Terms and Conditions. This contract is valid from the effective date of the WORK ORDER.

**Scope of Work:**

Unless specifically stated otherwise, GDS's scope of work is specifically limited to that stated in the WORK ORDER.

**Payment Terms:**

Unless provided otherwise, upon completion of each phase of the Project as defined in the explanation of Basic Services in the WORK ORDER, the Client will receive an invoice for the fees and project expenses associated with that phase. The Client shall pay to GDS the amount due in the invoice within FIFTEEN (15) days of the date of invoice. Any invoice not paid by the fifteenth day from the date thereof, shall be considered delinquent. Furthermore, a finance charge of 18% annual interest commencing after (30) day's delinquency shall be assessed until all amounts outstanding under the invoices are paid in full. After 60 days delinquency, GDS reserves the right to suspend the services called for under this Agreement. Such suspension of service shall not be considered a default by GDS.

**Proprietary Rights:**

All original written instruments and/or drawings created by GDS in accordance with the Project referred to as ("Materials") are and shall remain the property of GDS during and after performance of the Project. GDS shall retain the original documents for the record and provide copies of the materials to the Client for the Client's use. Any unauthorized alteration, reproduction or reuse of the information provided in the Materials except as provided for the Project, will be a breach of this Agreement and GDS shall be entitled to pursue any compensation remedy available to it at law including, but not limited to, injunctive relief.

**Schedule:**

GDS shall, within one (1) week of receiving written authorization from the Client in the form of the attached WORK ORDER or within such other time as agreed upon between the Parties, begin the Project. Client understands that the time for completion of each phase of work depends upon many factors which may be out of the control of GDS. GDS shall pursue completion of the Project in as timely a manner as possible. However, GDS makes no representation as to the actual date upon which each phase and/or the entire Project will be completed.

Before beginning work on a phase, the Client will be asked to approve all work completed in the preceding phase. GDS shall not begin work on the next phase until such approval is obtained. GDS shall not be held responsible for any delays in completion due to unreasonable delay by the Client in giving the necessary approvals. Such approval shall be in writing.

GDS shall not be responsible for any delay in or failure to perform or for any loss, penalty, damage or delay caused in whole or in part by wars, riots, strikes, labor conditions or restrictions, sabotage, accidents, weather conditions, fire, Acts of God, governmental decrees, rules, practices, actions or order, the act or neglect of the Client or by any other cause beyond the control of GDS.

**Project Expenses:**

In addition to the fees set forth in the WORK ORDER, the Client shall be responsible for repaying all Project related expenses which include long distance travel mileage at .32 cents per mile, long distance phone calls, reproduction, printing expenses, mail and courier service would be reimbursable at cost plus 10% for administration and handling.

**In-house Project Expense Schedule:**

24x36" Inkjet Plot or 11"x17" Plot	\$17.00	30x42" Inkjet Plot	\$24.00
24x36" Xerox Bond Print	\$5.00	30x42" Xerox Bond Print	\$7.00
8.5x11" Xerox copies (Over 10)	\$.35	Long Distance Phone Calls	Cost Plus 10%
Local Courier - In-house/Outside	\$27.00/Cost Plus 10%	Mail Service	Cost Plus 10%
Overnight Shipping	Cost Plus 10%	Outside Reproduction and Printing	Cost Plus 10%

**Alternative Dispute Resolution:**

Any controversy or claim arising out of the relationship between the Parties, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof.

**Assignment and Transfers:**

Neither party shall transfer or assign any of their obligations to the other without the prior written consent of the other.

**Indemnification:**

GDS's obligation, if any, to indemnify the Client is limited to losses incurred by the Client as a direct result of GDS's sole act(s) or omission(s) and does not extend to losses sustained in whole or in part as a result of the Client's act(s) or omission(s).

**Construction Means and Methods:**

GDS shall not be responsible for the means and methods of construction, job site safety, or appropriateness of installation methods undertaken on the property by the Owner and/or contractor hired to perform services related to this Project.

**Hazardous Waste:**

GDS shall not be responsible for determining and marking underground utilities or any other items which may exist below ground level and which may interfere with progression of the Project.

**Mechanic's Liens:**

GDS's mechanic's lien rights shall in no way be waived or restricted.

**Waiver:**

The waiver by either party of a breach of this Agreement shall not operate as, or be construed as, as waiver of any subsequent breach thereof.

**Entire Agreement:**

This Agreement represents the entire Agreement between the parties with respect to the Project and may be modified only by written consent of both parties.

**Applicable Law:**

This Agreement shall be interpreted and construed to in accordance with the laws of the State of Missouri.