

BILL NO. 474

ORDINANCE NO. 455

INTRODUCED BY: Trustees Slama, Fortune, Young, Graves and Whitmore

**AN ORDINANCE APPROVING A WORK ORDER AUTHORIZATION PROPOSED BY
GATEWAY DESIGN STUDIO, INC.**

BE IT ORDAINED by the Board of Trustees of the Village of Twin Oaks, St. Louis County, Missouri, as follows:

Section 1. A proposed WORK ORDER AUTHORIZATION prepared by Gateway Design Studio, Inc. dated March 2, 2015, dealing with design and construction observation of an ADA accessible ramp system in Twin Oaks Park is approved. A copy of said proposal is attached hereto as EXHIBIT "A" and incorporated in this Ordinance by reference.

Section 2. The Village Clerk/Controller is authorized to execute said WORK ORDER AUTHORIZATION on behalf of the Board of Trustees.

Section 3. This Ordinance shall be in full force and effect from and after its passage as provided by law.

PASSED and APPROVED this 1 day of April, 2015.

Dennis L. Whitmore

Dennis L. Whitmore, Chairman
Board of Trustees

ATTEST:

Kathy A. Runge
Kathy A. Runge
Village Clerk/Controller

First Reading: 4-1-2015

Second Reading: 4-1-2015



Create Vision Sustain Resources.....Vivere!

WORK ORDER AUTHORIZATION

Date: REVISED April 2, 3015
To: Village of Twin Oaks
Project: Twin Oaks Park – ADA Ramp
Subject: Fee Proposal for ADA Ramp Design

Work Order No.: 3
From: Patrick Worzer
Project Number: TBD

This Work Order is as follows:

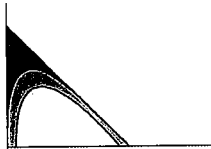
We are pleased to acknowledge that you wish to engage us to provide professional services for the above referenced project. This Work Order Authorization is to confirm your request and authorization for services provided by Gateway Design Studio, Inc.

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

The purpose of this project is to provide design documents for a proposed paved ADA ramp system to be located as part of the existing walkway and steps within Twin Oaks Presbyterian Church property known as Twin Oaks Park. The site currently consists of a landscaped walkway and stone steps which lead visitors to the park from the existing church parking lot to the north. The current stair/walkway access meanders downhill from the parking lot to an existing gazebo shelter located within the park. The plan is to address improvements adjacent to and as part of the existing walkway and steps by constructing a concrete paved ADA accessible ramp system from the north sidewalk down to below the last set of steps towards the Gazebo structure (see attached survey by BFA, Inc. dated 2-28-15). The purpose of the new ramp system is to provide for improved ADA access as well as accessibility for mothers with strollers who visit the park. Special attention should be given to preserving as much of the existing surrounding landscape as possible including trees and shrubs. Plans will also include proposed new landscaping as part of the restoration of the walkway and hillside.

Final drawings will be CADD drawn on a (24x36) inch format for the use by GDS, Inc. and the Client. Specifications shall be type written and included on the plans. All existing and proposed information regarding the site will be furnished by the Client for the purposes of this project. Final drawings and technical specifications will be coordinated and sent to BFA, Inc. (city engineer) for development of bid packages by BFA and the



**gateway
design
studio, inc**

planning
landscape architecture
environmental design

Create Vision Sustain Resources.....Vivere!

Client. Any legal proceedings associated with this project on behalf of the client shall be billed hourly at 1.5 times the regular rate.

Services not included are as follows:

- Existing utility information and relocation of any kind.
- Geotechnical Study.
- Easement plat preparation or acquisition.
- Site lighting design.
- Environmental Study.
- Surveying work of any kind.
- Structural design of any kind.
- R.O.W. Dedication Plat.
- Submittal, review, application, permit connection, tap fees.
- Civil Engineering of any kind.
- Any public hearing meetings with City officials regarding zoning approval.

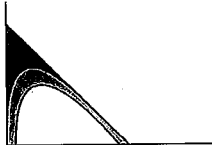
SCOPE OF WORK

The following is a list of SCOPE OF WORK we may provide for this project:

Preliminary Design

Fee Range: \$925 - \$1,150.00

1. Provide as necessary project startup, site visit and analysis of existing and proposed conditions.
2. Provide a Preliminary Site Plan depicting conceptual layout of the ramp system as related to the existing steps and topography including concept grading, critical dimensions and spot elevations.
3. Provide a Preliminary Landscape Plan depicting conceptual layout of new trees, shrubs and ground cover including name and size of plant material.
4. Provide a Preliminary Construction Cost Opinion for review.
5. Attend a review meeting for comments and revisions as necessary. (The above fee includes up to 2 minor revisions. Any major changes to the site plan may be cause for additional services.)
6. Provide project administration and coordination for this phase of work.



**gateway
design
studio, inc**

planning
landscape architecture
environmental design

Create Vision Sustain Resources.....Vivere!

Final Design

Fee Range: \$1,150.00 - \$1,400.00

1. Provide a Final Site Plan for the proposed ADA Ramp system including proposed grading & spot elevations, dimensions and layout.
2. Provide a Final Landscape Plan including a plant material schedule, planting notes and details for construction.
3. Provide necessary Pavement Notes and Details for construction.
4. Provide Specifications for concrete and landscape work.
5. Provide a Final Construction Cost Opinion for review.
6. Attend a final review meeting as necessary.
7. Provide project administration and coordination for this phase of work.

Construction Observation

Fee: Hourly upon Request - \$110.00 per hour

1. Provide necessary construction field visits and reports during construction as needed.
2. Provide any necessary change orders or clarification of drawings and specifications during construction.
3. Provide a final inspection and punch list report upon construction completion.

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, 2015.

FLAT HOURLY RATE: \$115.00/Hour

SCHEDULE

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

Preliminary Design	within 10-15 Working Days
Final Design	within 10-15 Working Days

FEE/PAYMENT

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



**gateway
design
studio, inc**

planning
landscape architecture
environmental design

Create Vision Sustain Resources.....Vivere!

Hourly Not to Exceed Fee: Two Thousand Five Hundred Fifty and 00/100 dollars (\$2,550.00) 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.

Total Contract Sum: \$2,550.00 - Not to Exceed (Design Fee Only)

INSURANCE: Prior to acceptance of this Work Order Client shall be furnished proof of insurance coverage carried by GDS satisfactory to Client, including a certificate by the insurer making Client an additional insured on a policy or policies of General Liability and Auto coverage with limits of not less than \$1,000,000. per occurrence, Workers Compensation at statutory limits (if required by law) and proof of Professional malpractice coverage of not less than \$1,000,000.

AUTHORIZATION


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

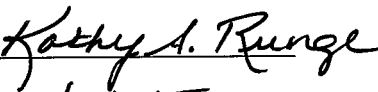
Gateway Design Studio, Inc.
Consultant

Trustees of Village of Twin Oaks
Client or Owner

856 Kiefer Trails
St. Louis, MO 63021
Address

1393 Big Bend Road, Suite F
Twin Oaks, MO 63021
Address

By: 

By: 

Date: April 2, 2015

Date: 4-1-15

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, Inc. ("GDS") and TRUSTEES OF VILLAGE OF TWIN OAKS ("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.



Create Vision Sustain Resources.....Vivere!

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 THIRTY (30) days of the date of invoice. Any invoice not paid by the thirtieth day from the date thereof, shall be considered delinquent. Furthermore, a finance charge of 18% annual interest commencing after (45) 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 AND THE VILLAGE 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 hold GDS harmless of any liability or claim.

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%



**gateway
design
studio, inc**

planning
landscape architecture
environmental design

Create Vision Sustain Resources.....Vivere!

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.