

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE  
CITY OF TWIN OAKS AND AMEC FOSTER WHEELER  
ENVIRONMENT & INFRASTRUCTURE, INC.  
FOR TRAIL PLANNING SERVICES**

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WHEREAS, the City of Twin Oaks is in need of professional services to provide conceptual trail planning services for Twin Oaks Park (the "Services"); and

WHEREAS, after review of the proposal submitted by Amec Foster Wheeler Environment & Infrastructure, Inc., the Board of Aldermen desires to enter into an agreement for the Services; and

**NOW, THEREFORE, 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 enter a contract on behalf of the City of Twin Oaks with Amec Foster Wheeler Environment & Infrastructure, Inc., for the Services. Such contract shall be in substantially the form of the contract, marked "Exhibit 1" attached hereto and incorporated herein by reference.

**Section 2.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

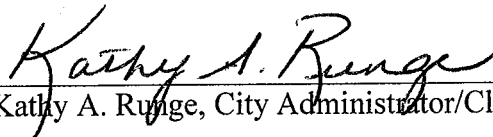
PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 17th DAY OF MAY 2017.



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Russ Fortune, Mayor

Attest:



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Kathy A. Runge, City Administrator/Clerk

**Exhibit 1**  
**City of Twin Oaks, Missouri**  
**PROFESSIONAL SERVICES CONTRACT**

## City of Twin Oaks, Missouri

### PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made and effective as of May \_\_\_\_, 2017, by and between the **City of Twin Oaks**, a municipal corporation hereinafter referred to as City, and **Amec Foster Wheeler Environment & Infrastructure, Inc.**, a Georgia Corporation, hereinafter referred to as "Consultant," with a corporate address of 1105 Lakewood Pkwy, Ste. 300, Alpharetta, GA 30009, and a local office at 15933 Clayton Road, Ballwin, MO 63011.

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

#### I. SCOPE OF SERVICES

Consultant services are necessary for the following Project of City: *Conceptual Trail Plan in Twin Oaks Park*.

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 to provide conceptual trail planning services for a proposed trail or trails in Twin Oaks Park which services are particularly described specifically set forth in Amec Foster Wheeler Proposal dated May 12, 2017, attached as **Exhibit A** to the General Conditions incorporated herein (hereinafter referred to as the "Services").

The Services shall be provided by Consultant in accordance with all the provisions of the Contract and attached **City of Twin Oaks General Conditions** for the Services 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.

#### II. COMPENSATION

**A. Basic Compensation.** The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto in a lump sum amount of \$7,250.00 for the Services set forth in the Amec Foster Wheeler Proposal dated May 12, 2017 (**Exhibit A** to the attached General Conditions which is incorporated herein).

**B. Additional Compensation.** Any fee for services requested by the Board in writing and not specifically covered by the scope of Services for the Services referenced in paragraph II.A shall be billed on an hourly basis at Consultant's current hourly rate.

#### 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 within thirty (30) days of receipt of an invoice received after satisfactory performance of the Services for the fees, prices, rates or schedule of values referenced above.

#### IV. CONTRACT SCHEDULE

Time is of the essence. The Services to be performed under this Contract shall be carried out in accordance with the schedule contained in Section 4.0 of the Amec Foster Wheeler Proposal dated May 12, 2017. Failure to complete the Services by the completion date shall result in a

reduction in the amount due to the Contractor under this Contract in the amount of \$25.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

**AMEC FOSTER WHEELER  
ENVIRONMENT & INFRASTRUCTURE, INC.**

**CITY OF TWIN OAKS, MISSOURI**

By: \_\_\_\_\_  
Title \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

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

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

ATTEST: \_\_\_\_\_  
City Clerk

**CITY OF TWIN OAKS  
CONSULTANT/PROFESSIONAL SERVICES AGREEMENT  
GENERAL CONDITIONS**

**Independent Consultant.** The Consultant shall be and operate as an independent contractor in the performance of this services described in the proposal attached as **Exhibit A** ("Services"). The Consultant shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.

**Compliance with Laws.** The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, 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, Consultant shall comply with the following state law requirements:

- *Work Authorization Program.* If the Contract is for services expected to cost more than \$5,000.00, the Consultant shall comply with of Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as **Exhibit B**) that the Consultant (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- *Proof of Lawful Presence.* Section 208.009 RSMo., 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." Consultant'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." See **Exhibit C** and §208.009.3

**Subcontracts.** The Consultant shall not subcontract any of the Services to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Consultant.

**Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all third-party liabilities, damages, losses, claims or suits, including costs and reasonable attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Consultant's breach of the Contract or out of services and operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City.

**Insurance.** Consultant agrees to maintain insurance in amounts specified in **Exhibit D**, attached and that Consultant has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement. In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

**Nondisclosure.** The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract.

**Changes.** No change in this Contract shall be made except in writing prior to the change in work or terms being performed. The Consultant shall make any and all changes in the Services without invalidating this Contract when specifically ordered to do so in writing by the City. Consultant, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for

such revised Services. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Services. **No Services or change shall be undertaken or compensated for without prior written authorization from the City.**

**Termination.** The City shall have the right to terminate the Contract at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Contract an amount equal to the cost of all Services performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Contract Price. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

**Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**Accounting.** During the period of this Contract, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

**Other Consultants.** The City reserves the right to employ other consultants in connection with the Services.

**Request for Proposals.** If the City issued a request for proposals in connection with the Services, such request for proposals and the proposal of the Consultant in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Consultant/Services Contract or proposal of the Consultant, the requirements of the City's Request for Proposal and this executed Consultant/Professional Services Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including **Exhibit A** "Scope of Services").

**Project Records and Work Product.** The Consultant shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Consultant created in performance of or relating to this Contract. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

**Personnel.** The Services shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Services without the express written approval of the City.

**Representations.** Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

**Other Special Provisions.** The special provisions set forth on **Exhibit A** are incorporated herein by reference, and made a part hereof.

## Exhibit A

May 12, 2017

Ms. Kathy Runge, City Administrator  
City of Twin Oaks  
1393 Big Bend Road, Suite F  
Twin Oaks, Missouri 63021



### RE: Proposal for Conceptual Trail Plan in Twin Oaks Park

Dear Ms. Runge:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to submit this proposal to provide conceptual trail planning services for a proposed asphalt trail in Twin Oaks Park. Please see the details of our proposal in the sections below.

#### 1.0 Project Understanding

Steve Coates of our staff met with Ray Slama of Twin Oaks (City) on January 18, 2017 to walk the proposed site in Twin Oaks Park and to discuss the proposed project and the desired outcomes of the City. It is our understanding the City would like to develop an asphalt recreational trail in and around a wooded area to the east end of the park. Other elements of this effort could include a bridge or a boardwalk over a stream, which carries flow from the detention basin to the north on Twin Oaks Presbyterian property. The proposed trail is to follow, in part, this stream, which is currently under construction as a stream stabilization project. See Exhibit 1 for the assumed location of the project.

#### 2.0 Scope of Services

##### A. Project Initiation

Amec Foster Wheeler will:

- 1) Conduct a project kickoff meeting on site with Twin Oaks staff. On completion of this meeting, a single design memorandum will be created, clearly documenting project goals and criteria that may impact the project.
- 2) Incorporate existing digital topographic survey into Amec Foster Wheeler's CAD system to allow for the development of the conceptual trail plan.
- 3) Assess ADA requirements and develop design guidelines for the proposed trail.

##### Assumptions:

- *The topographic survey provided by Twin Oaks will be digital and electronically scalable. This will include an electronic CAD drawing and raw data files (.TIN files, ASCII files, etc). Optimally, this survey should contain locations of large trees to optimize the trail's location.*
- *Twin Oaks will provide electronic civil design/CAD files for the stream restoration project below the MoDOT detention basin.*

##### B. Conceptual Trail Development

Using input from the kick-off meeting, Amec Foster Wheeler will:

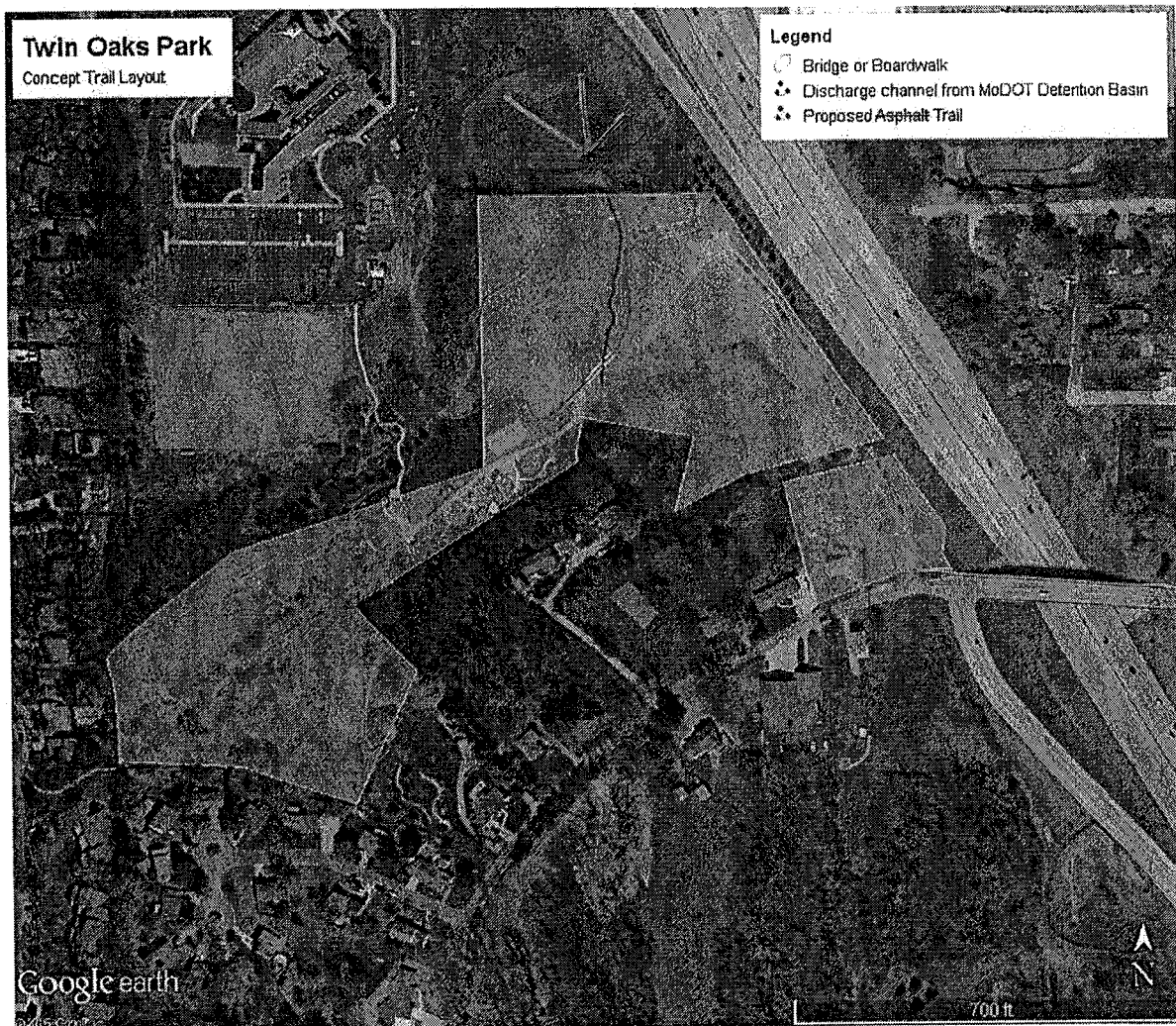
- 1) Develop one conceptual trail plan within the eastern portion of Twin Oaks Park. The trail shall have, as a starting basis, the following specifications:
  - 8-feet width
  - Asphalt or other surface

The trail will be laid out in an attempt to meet ADA slope requirements to the extent practicable. Where these requirements cannot be met, an alternative ADA-compliant sketch will be made. The conceptual

## Exhibit A

trail plan shall include the horizontal alignment and the limits of disturbance shown in plan view. The limits of disturbance will be estimated based on the survey provided. A detailed grading plan will not be developed. The plan will include any locations of bridges, boardwalks, culverts, drainage features, and retaining walls.

- 2) Prepare estimates of probable costs for ADA-compliant conceptual trail plan. Accuracy assumed to be +/- 50%.
- 3) Submit an electronic version of trail concept plan (in PDF format) and estimates of probable cost to Twin Oaks for review and comment.
- 4) Finalize conceptual trail plan and develop electronic displays (PDF format) for public viewing at Board of Aldermen meetings.



**Exhibit 1 – Proposed Project Area**



## Exhibit A

### **Assumptions:**

- The trail will be laid out to minimize the need to remove existing vegetation to the extent practicable but some tree removal may be necessary.
- The trail will be designed using AutoCAD Civil3D.
- As a starting point, the trail will be laid out with an assumed width of 8 feet, and will have a surface of the City's choice.
- Adjustments to the trail layout may be needed to comply with ADA (if an asphalt trail is proposed). One additional non-ADA trail concept will be developed for consideration by the City.
- It is acceptable for the trail to be located, in part, on property owned by Twin Oaks Presbyterian Church.
- The trail layout will be developed in one PDF file to be uploaded for use on Twin Oaks' closed circuit TV system.
- Exclusions from this proposal: locations of property lines; permitting; storm water quality compliance, utility locations, bridge or boardwalk design, and retaining wall design.

### **C. Presentation to Board of Aldermen**

Amec Foster Wheeler will:

- 1) Present conceptual trail plan at Board of Aldermen meetings.

### **Assumptions:**

- Assume two (2) Amec Foster Wheeler employees will attend up to two (2) Board of Aldermen meetings.

## **3.0 Additional Services Requiring City's Written Authorization**

If authorized in writing by City, Amec Foster Wheeler shall furnish Additional Services of the types listed below.

- 1) Preparation of applications and supporting documents for grants, loans, or advances in connection with the Assignment or Project.
- 2) Services to make measured drawings or to verify the accuracy of drawings or other information furnished by City or others.

## **4.0 Schedule**

Based on our assumptions, we are prepared to complete our scope on the following schedule:

Submittal Description	Finish Date
Project Initiation	May 18, 2017
Conceptual Trail Plan	June 15, 2017
Presentation to Board of Aldermen	June 22, 2017 and July 6, 2017
Project Completion	July 14, 2017

## **5.0 Fees**

Amec Foster Wheeler proposes to proceed forward with the City on a lump sum fee of seven thousand two hundred fifty dollars (\$7,250.00).

Service	Fee
Conceptual Trail Plan	\$7,250.00

Exhibit A

We have attached our standard terms and conditions. Invoices will be submitted at least monthly for services rendered. Terms of payment are net thirty (30) days from date of invoice with a one and one-half percent (1.5%) per month late fee on balances past due. Interest shall be computed at 31 days from the date of invoice.

On your acceptance of this proposal, Amec Foster Wheeler is prepared to begin work immediately in accordance with the attached standard terms and conditions. We appreciate this opportunity to provide planning services to the City of Twin Oaks. Should you have any questions or require additional information, please contact Steve Coates at (636) 200-5111 or email [stephen.coates@amecfw.com](mailto:stephen.coates@amecfw.com).

Sincerely,

**Amec Foster Wheeler Environment &  
Infrastructure, Inc.**



Brad Loomis, PE  
Engineering Branch Manager

Accepted:

City of Twin Oaks, Missouri

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

Title: \_\_\_\_\_

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

# AFFIDAVIT OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS)**

Notary Public

**Exhibit C**  
**CITY OF TWIN OAKS**  
**VERIFICATION OF PROOF OF CITIZENSHIP - PUBLIC BENEFITS**

Name: Last	First	Middle Initial	Maiden Name
Address (Street Name & Number)		Apt #	Date of Birth
City		State	Zip Code

	(Check all that apply to signer and company): <input type="checkbox"/> A Citizen of the United States <input type="checkbox"/> A Lawful Permanent Resident <input type="checkbox"/> Company uses e-Verify when Hiring New Employees <input type="checkbox"/> All Employees are legally authorized to work in U.S.
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Signature	Date (M/D/YY)
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**VERIFICATION: *To be completed by City Staff.*** Please record the title and expiration date of either: one document from Column A *or* a Missouri driver's license (Column B) *or* one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

<b>A - MoDOR Accepted Documentation</b>	or	<b>B - MO Driver's License</b>	or	<b>C - Other Federal Documentation</b>
Document title:  _____		Missouri Drivers License <input type="checkbox"/>		Document title:  _____
Expiration Date (if any)  _____		Expiration Date  _____		Expiration Date (if any)  _____

**CERTIFICATION:** I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.\*

Signature of City Staff Person:	Print Name:	Date:
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**\*NOTE TO CITY STAFF:** If sufficient documentation was not presented, **do not sign** the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

*Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained.*

## EXHIBIT D INSURANCE

The Consultant shall obtain and maintain during the term of the Project and the Services Contract the insurance coverages at least equal to the coverages set forth in this Exhibit D, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury & Property Damage)	\$2,762,789 per occurrence  \$2,762,789 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury & Property Damage)	\$2,762,789 per occurrence  \$2,762,789 aggregate
Employer's Liability	\$2,762,789 bodily injury by accident (each accident)  \$2,762,789 bodily injury by disease (each employee)  \$2,762,789 bodily injury policy limit

In addition, the Consultant and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site.

Before commencing any work, the Consultant shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph 7. Each such certificate shall show the City, and such other governmental agencies as may be required by the Village to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City.

The City may waive any insurance coverages or amounts required by this Exhibit D when the City deems such waiver to be in the interest of the public health, safety, and general welfare.