

**A RESOLUTION AUTHORIZING THE CITY OF TWIN OAKS,
MISSOURI, SUPPORTING THE GRANT APPLICATION TO BE
PREPARED FOR THE FY 2021-2024 TRANSPORTATION
IMPROVEMENT PROGRAM SURFACE TRANSPORTATION
PROGRAM FOR CRESCENT AVENUE IMPROVEMENTS.**

WHEREAS, the City of Twin Oaks is applying to the East-West Gateway Coordinating Council of Governments for the program years of 2021-2024 Transportation Improvement Program Surface Transportation Program; and

WHEREAS, an application is necessary to be made and agreements entered into with East-West Gateway and or the Missouri Department of Transportation (the "Application"); and

WHEREAS, Crescent Avenue is a minor collector and as such, may be eligible for said funding under this program; and

WHEREAS, the Board of Aldermen of the City of Twin Oaks believes the best interests of the public would be served by making Application and obligating general funds sufficient to meet its share of costs in the event of an award;

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

Section 1. The City of Twin Oaks, Missouri, shall apply for a grant under the terms and conditions of the East-West Gateway Council of Governments and shall enter into and agree to the understandings and assurances in said Application.

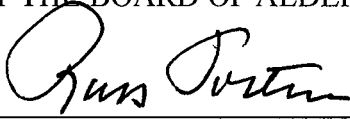
Section 2. The Mayor is hereby authorized on behalf of the City of Twin Oaks, Missouri, to execute such documents and all other documents necessary for the carrying out of said Application, including payment of up to \$5,000.00 for the grant application fee.

Section 3. The Mayor is hereby authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. To facilitate Application, the Board hereby approves the agreement with P.H. Weis & Associates, Inc., d/b/a Weis Design Group substantially in the form of Exhibit 1 attached and incorporated by reference.

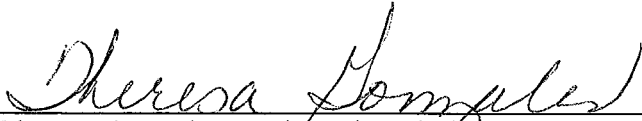
Section 5. This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 21ST DAY OF JANUARY 2020,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

A handwritten signature in cursive script, appearing to read "Russ Fortune".

Russ Fortune, Mayor

Attest:

A handwritten signature in cursive script, appearing to read "Theresa Gonzales".

Theresa Gonzales, Acting City Clerk

Exhibit 1

City of Twin Oaks, Missouri

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made and effective as of January ____, 2020, by and between the **City of Twin Oaks**, a municipal corporation hereinafter referred to as City, and **P.H. Weis & Associates, Inc., d/b/a Weis Design Group**, a Missouri Corporation, hereinafter referred to as "Consultant," with a corporate address of 16296 Westwoods Business Park Drive, Ellisville, MO 63021.

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: *Crescent Road STP Grant Application for Twin Oaks*.

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, and materials to provide all the services and do all the things necessary to prepare a Transportation Improvements Plan 2021-2024 STP Grant (East West Gateway) application which services are particularly described specifically set forth in Weis Design Group Proposal dated December 17, 2019, 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 the amount of **four thousand, five hundred dollars and no cents (\$4,500.00)** for the Services set forth in the Weis Design Group Proposal dated December 17, 2019 (**Exhibit A** to the attached General Conditions which is incorporated herein).

B. Additional Compensation. None.

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 completed prior to the grant application deadline and carried out in accordance with the schedule contained in Weis Design Group Proposal dated December 17, 2019 (four weeks from notice to proceed).

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

P.H. Weis & Associates, 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 agreeable to the City. 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
Scope of Services/Proposal



16296 Westwoods Business Park Drive Ellisville, MO 63021
636.207.0832 (O) | 636.207.0328 (F)
www.weisdesigngroup.com | wdg@weisdesigngroup.com

PROPOSAL

Date

12/17/2019

TO: City of Twin Oaks
1381 Big Bend Road
Twin Oaks, Missouri 63021

Proposal No.

405

Project:

1912-19-1 Crescent Road STP Grant App

**CITY OF TWIN OAKS - STP GRANT APPLICATION 2020
CRESCENT ROAD - SIDEWALK / SAFETY IMPROVEMENTS**

Weis Design Group is pleased to provide the City of Twin Oaks with a proposal for the generation of a Transportation Improvements Plan 2021-2024 STP Grant (East West Gateway) application, which includes the following tasks:

This Fee Includes the following:

- Online and Hardcopy Completed Grant Application
- Detailed Map (if applicable)
 - Typical Detail / Section
- Project Site / Location Map
- Detailed Project Cost Estimates
- Road Condition Evaluation
- Photographs
- Evaluate Safety Improvements

4,500.00

We estimate 50-60 man hours for the above work, and approximately 4 weeks of time needed to complete the Grant from authorization to proceed.

City is to provide:

- Grant application submittal fee (1/2 % of one percent of Federal Funds Requested)
- Required Signatures
- Letters of Support
- Accident Reports 2013-2017 (4 years) - if necessary
- Documentation of an approved or adopted plan, resolution, and/or policy that supports the project
- Letters of Support - endorsements or petitions from associations, boards, school districts
- Documentation of Public Involvement Process - public meeting minutes, newspaper clippings, press announcements, if available
- Operations and Maintenance Form (completed) - use form provided by EWG
- Identification of responsible person in charge

If this proposal is acceptable, please sign, date and return. We will consider the receipt of this signed proposal as our Notice To Proceed.

Signature & Date

Russ Hartman Dec 20, 2019

EXHIBIT B
N/A

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.
Signature	Date (M/D/YY)

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.

A - MoDOR Accepted Documentation	or	B - MO Driver's License	or	C - Other Federal Documentation
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:

***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.