

**AN ORDINANCE EXPRESSLY CONTINUING THE CONTRACT WITH  
CROWDER CONSTRUCTION, INC., FOR SNOW AND ICE  
MANAGEMENT SERVICES FOR THE 2018-19 WINTER SEASON AT  
THE EXISTING CONTRACT RATES**

WHEREAS, an invitation for public bids for snow and ice management services was published by Twin Oaks in 2014; and

WHEREAS, by Ordinance 458, the Board of Aldermen determined that the bid of Crowder Construction, Inc. (“Crowder”), at a cost of \$115 per hour for snow removal and \$225 per ton for salt application, was the lowest and best bid and the best value for the Village and entered into an “Owner-Contractor Agreement” dated July 26, 2014 with Crowder (the “Contract”); and

WHEREAS, although it can be terminated by either party for any reason on sixty (60) days’ written notice, the Contract has no specific term and, as long as Crowder agrees to perform the requirements at the contract rates and does not terminate the Contract as stated, the Board of Aldermen may continue to operate under the terms of the Contract—including the price terms; and

WHEREAS, Crowder has recently sent correspondence to the City acknowledging their intent to continue to provide snow and ice management services at the contract rate of \$115 per hour for snow removal and \$225 per ton for salt application for the 2018-19 winter season (Exhibit 1, incorporated herein by reference); and

WHEREAS, the Board of Aldermen finds that Crowder has performed the services well and that continuation of the Contract services at the 2014 rates are still in the best interest of the City and therefore wishes to continue the Contract for the 2018-19 winter season under its existing terms;

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

**Section 1.** The Contract with Crowder Construction attached as EXHIBIT “A” to Ordinance 458 (as referenced above and incorporated herein by reference), is expressly continued by the Board of Aldermen for the 2018-19 winter season under the existing terms of the Contract and the rates contained therein.

**Section 2.** The City Administrator is authorized to give notice to Crowder Construction in accordance with the Letter of the continuation of the Contract for the 2018-19 winter season under the existing terms of the Contract including the Contract rates.

**Section 3.** The recitals contained in the *Whereas* clauses are expressly incorporated in and made a part of this Ordinance.

**Section 4.** 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 3rd DAY OF OCTOBER 2018.



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Russ Fortune, Mayor

Attest:



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Kathy A. Runge, City Administrator/Clerk

**Exhibit 1**

**ARTICLE 1. CONTRACT PRICE**

OWNER shall pay CONTRACTOR in current funds, for completion of the Work designated in Article 2 in accordance with the Contract Documents, an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the quantity of that item as indicated in the CONTRACTOR'S Bid, for the total amount of:

Snow removal (per hour) \$115.00  
One hundred fifteen dollars per hour.  
(in words)

Salt Application (per ton) \$225.00 per ton  
Two hundred twenty-five dollars per ton.  
(in words)

**ARTICLE 2. SCOPE OF THE WORK**

SEE Exhibit A and B

**ARTICLE 3. TIME OF COMPLETION**

SEE Exhibit A and B

**ARTICLE 4. PAY QUANTITIES AND UNIT PRICES**

The OWNER shall pay the CONTRACTOR for all work done on the basis of final computations for all work acceptably completed according to this Contract, at the unit price shown on the BID FORM for the quantity actually installed.

**ARTICLE 5. THE CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- a. This Owner-Contractors Agreement.
- b. Exhibits to the Owner-Contractor's Agreement (if any).
- c. General Requirements
- d. Notice of Award.

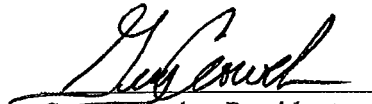
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Chairman  
Board of Trustees

ATTEST:

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Kathy A. Runge  
Administrator/Clerk



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Greg Crowder, President  
Crowder Construction, Inc.

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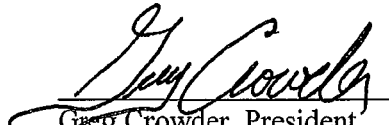
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