

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

AN ORDINANCE AUTHORIZING THE VILLAGE CLERK TO ENTER INTO A CONTRACT TO INSTALL MULCH IN THE PARK AND OTHER AREAS WITHIN THE VILLAGE.

WHEREAS, an invitation to bid was sent out on February 21, 2014; and

WHEREAS, MIDWEST SCAPES met all specifications and gave the best bid to the Village for the project in the amount of \$6095.00.

WHEREAS, the Board of Trustees wishes to accept such bid;

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

Section 1. The bid of MIDWEST SCAPES LANDSCAPE SERVICES as referenced above and incorporated herein as EXHIBIT "A", is accepted by the Board of Trustees.

Section 2. The Village Clerk/Controller is authorized to give Notice of Intent to Award and execute the Contract between the Contractor and the Village.

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

PASSED and APPROVED this 19 day of March, 2014.

Dennis L. Whitmore
Dennis L. Whitmore, Chairman
Board of Trustees

ATTEST:

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

First Reading 3-19-2014

Second Reading 3-19-2014

MidWest Scapes Landscape Services

13110 Taussig Avenue, Bridgeton, MO 63044
Phone: (314) 298-8873 Fax: (314) 298-8875

Authorization For Extra Work

Client/Owner's Business Name: Village of Twin Oaks	Date: 2/26/2014
Client/Owner's Full Address:	Contract/AEW # 000155-022614
Job Name:	Contact: Eric/Amy

Scope of Work to Perform:

Install approx. 65 Cu.Yd. III ground (black forest) mulch in Twin Oaks Park.

Install approx. 12 Cu.Yd. native double II ground mulch on single trees on 141.

Note: Above will require 25 yards, bid is for 12 as requested

Install approx. 65 Cu.Yd. III ground (black forest) mulch in islands and planters on Big Bend.

TOTAL

\$6,095.00

Exhibit "A"

Terms and Conditions for Contract/AEW N 000155-022614

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance / construction upgrades. The workforce shall be presentable at all times. All employees shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on materials supplied.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client / Owner.
6. Liability: Contractor shall indemnify the Client / Owner, its agents, and employees from liability which arise out of the Contractor's work. It is understood and agreed that the Contractor is not liable for any damages whatsoever that are caused by the sole negligence or willful misconduct of the Client / Owner or an indemnified party.
7. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. Additional Services: Any services rendered by Contractor that are in addition to or beyond the written scope of work required by this Contract shall be separately billed. In additional work not shown in the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate.
9. Access to Jobsite: Client / Owner shall provide all utilities to perform the work. Client / Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by this Contract or other functions related thereto, during normal business hours and other reasonable periods of time.
10. Invoicing: Client / Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice.
11. Warranty: All work performed on site will be guaranteed for One (1) Year after completion. Client / Owner shall give Contractor forty eight 48 hours written notice to correct any problems or defect discovered in the performance of work required under this Contract. Contractor will not accept any deductions or offset.
12. Termination: This Work Order may be terminated by the Client / Owner with or without cause, upon thirty (30) days advance written notice. Client / Owner will be required to pay for all work completed to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Client / Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Work Order. Neither the Client / Owner nor the Contractor shall assign or transfer any interest in this agreement without the written consent of the other party.
14. Arbitration: The parties agree that in the interest of economy, speed and insuring continued good relationships; any questions arising out of the operation of this agreement, which the parties cannot resolve, between themselves shall be referred to binding arbitration under the rules of the American Arbitration Association or other arbitration tribunal.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by MidWest Scapes, within fifteen (15) days after billing, MidWest Scapes, shall be entitled to all cost of collections, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this Contract. Interest at a per annum rate will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK OR CONSTRUCTION NATURE JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY. .

Client / Owner

By: Kathy A. Runge
Kathy A. Runge
Print Name / Title

Date: 3/20/2014

MidWest Scapes LLC.

Name [Signature]
Name / Title Tom Tink Owner

Date: 3-26-14