

BILL NO. 458

ORDINANCE NO. 440

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

**AN ORDINANCE APPROVING AN AWARD OF CONTRACT FOR SNOW AND ICE MANAGEMENT, AUTHORIZING NOTICE OF INTENT TO AWARD AND EXECUTION OF CONTRACT**

WHEREAS, an invitation for public bids was published and issued on Thursday, August 28, 2014, and were received and opened Wednesday, September 10, 2014, and

WHEREAS, Crowder Construction was the lowest and deemed to be the most responsive bidder in the sum of \$115 cost per hour for snow removal and \$225 cost per ton for salt application; and

WHEREAS, the Board of Trustees wishes to accept such bid

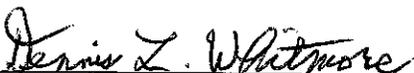
NOW THEREFORE, BE IT ORDAINED, by the Board of Trustees of the Village of Twin Oaks, St. Louis County, Missouri, as follows:

Section 1. The bid of Crowder Construction 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, said Contract having been a part and portion of the bid packet for the project.

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

PASSED and APPROVED this 17 day of September, 2014.

  
Dennis L. Whitmore, Chairman  
Board of Trustees

ATTEST:

  
Kathy A. Runge  
Village Clerk/Controller

First Reading 9-17-2014

Second Reading 9-17-2014

## OWNER-CONTRACTORS AGREEMENT

This agreement, made by and between Crowder Construction Inc  
hereinafter called the CONTRACTOR, and the Village of Twin  
Oaks, Missouri, hereinafter called the OWNER.

Now therefore, CONTRACTOR and OWNER, in consideration of mutual covenants herein set forth, agree as follows:

**Please see**

**Exhibit A and B**

### GENERAL CONDITIONS APPLICABLE TO ALL CONTRACT SERVICES:

1. At time of contract, Insurance Certificates must be provided to the Village prior to the initial contract services. The Village is to be listed as an additional insured. The Contractor must carry a minimum of \$1,000,000 in General Liability and \$1,000,000 in Automobile Liability, and must show proof of Worker's Compensation coverage.
2. The Contractor will be required to provide the Village's office a phone number that will be operational 24 hours per day during the seasonal period, November through April.
3. The Village Clerk or designated representative shall act as liaison to coordinate ice and snow management with the representative of the Contractor.
4. It is recommended that the Contractor contact a Village representative prior to bidding if there are questions regarding the scope of services identified in Exhibits hereto or any other provision contained in this RFP.

Dated: 9-26-2014

VILLAGE OF TWIN OAKS

Kathy A. Runge  
Kathy A. Runge  
Village Clerk

**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.<sup>00</sup>

One hundred and fifteen dollars per hour

(in words)

Salt Application (per ton) \$ ~~20~~ 225.<sup>00</sup> / NR

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.

Bid Documents  
Snow & Ice Management

- e. Notice to Proceed.
- f. Drawings, if needed, with each sheet bearing the following general title:

**NONE, other than Exhibit B**

- g. Bid Form.
- h. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto.

There are no Contract Documents other than those listed in this article. The Contract Documents may be amended, modified, or supplemented only in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by a Field Order, or ENGINEER'S written interpretation or clarification.

**ARTICLE 6. PERFORMANCE OF THE WORK**

The CONTRACTOR, acting as an independent CONTRACTOR, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the Contract Documents and any applicable Owner ordinances, and state and federal laws. CONTRACTOR represents and warrants that it has special skills which qualify bidders to perform the Work in accordance with the Contract and that it is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work. The prime CONTRACTOR must perform, with its own organization, contract work amounting to not less than 75% of the total original contract.

**ARTICLE 7. SUPERVISION**

The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR'S best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning those matters none of which shall be interpreted as changing the character of the services as those of an independent contractor.

**ARTICLE 8. SAFETY**

The OWNER and/or the ENGINEER may have personnel on the service site from time to time. All information and/or instructions shall be requested in writing by the CONTRACTOR and responded to in writing. No opinion or instructions will be given to the CONTRACTOR on safety.

The CONTRACTOR shall be solely responsible for the safety on and around the service site.

## **ARTICLE 9. INDEMNITY**

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER, the OWNER'S REPRESENTATIVE, ENGINEER, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Section.

In claims against any person or entity indemnified under the above paragraph by an employee of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this Section shall not extend to the liability of the ENGINEER, the OWNER'S REPRESENTATIVE, the ENGINEER'S consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions, after requested in writing by the CONTRACTOR, or instructions by the ENGINEER, the OWNER'S REPRESENTATIVE, the ENGINEER'S consultants, and agents and employees of any of them provided such instructions or failure to give is the primary cause of the injury or damage.

## **ARTICLE 10. PAYMENT TERMS**

Contractor will be paid on the following schedule:

1. Per Invoice, subject to approval of Board of Trustees.

## **ARTICLE 11. TERMINATION BY OWNER OR CONTRACTOR**

Performance of the Work hereunder may be terminated by the OWNER OR CONTRACTOR by giving SIXTY (60) days prior written notice to the other.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year last written below.

Executed by the OWNER this ~~14th~~ day of September, 2014.

Executed by Guy Crowder (CONTRACTOR) this 5TH day of September, 2014.

CONTRACTOR Guy Crowder  
President, Crowder Construction Inc  
President

Secretary

VILLAGE OF TWIN OAKS, MISSOURI

Dennis L. Whitmore

Dennis L. Whitmore  
Chairman, Board of Trustees

ATTEST Kathy A. Runge

Kathy A. Runge  
Village of Twin Oaks Clerk

## GENERAL REQUIREMENTS

### SUMMARY OF WORK – Snow and Ice Management

Work site is located on all streets located within the Village of Twin Oaks.

This project shall generally consist of:

1. Removal of accumulated snow of greater than two (2) inches.
2. Removal of accumulated snow less than (2) inches will be coordinated with the Village Clerk/Controller per event.
3. Application of Salt on streets in consultation with Village Clerk/Controller to provide for safe passage.

The Village may require a pre-notice to proceed.

#### 2. GENERAL

The Village of Twin Oaks, Missouri is owner and requestor of services for this project.

The Owner reserves the right to add or reduce any quantity of all Contract bid items at the Contract unit price for that item.

#### 3. DRAWINGS

No drawings will be used as a part of this project except for Exhibits will show the required improvements along with quantities being shown on the BID FORM.

#### 4. INSURANCE

The Contractor shall carry and maintain such liability insurance as will protect Contractor and Village from claims under any workman's compensation acts and from any other damages from personal injury, including death, which may be sustained by Contractor's workmen, subcontractors or any of their servants, agents or employees and the general public, and from claims for property damage which may be sustained by any of them, due to the performance of this contract. Prior to commencing of work, Contractor shall furnish certificates acceptable to the Village that Contractor has in effect, at least, the following insurance:

Commercial General Liability, Products and Completed Operations Insurance with split limits of \$1,000,000/\$1,000,000 personal injury and \$1,000,000 property damage or combined single limits of \$1,000,000.

Automobile Liability Insurance with split limits of \$1,000,000/1,000,000 personal injury and \$1,000,000 property damage limits or combined single limits of \$1,000,000.

Worker's Compensation as per State Statute.

At any time during the pendency of the contract, the Village may request in writing to the Contractor that it be made an additional insured under liability certificates of liability insurance provided and Contractor shall so notify its insurer and furnish said documentation promptly.

## 5. COORDINATION WITH OTHER CONTRACTORS

There is a possibility that other CONTRACTORS may be working in the vicinity during the completion of this Contract. The CONTRACTOR shall inform himself fully of the conditions relating to construction and labor under which the work will be or is now being performed, and the CONTRACTOR must employ as far as possible such methods and means in carrying out his work as will not cause any interruptions or interference to any other CONTRACTOR.

## 6. INSPECTIONS

The CONTRACTOR shall assure that representatives of the OWNER and Village of Twin Oaks shall have the privilege of inspecting and reviewing work done by the CONTRACTOR or his subcontractors on this project.

The CONTRACTOR shall also assure that all of his subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to cost incurred in connection with the Contract and make such materials available at such CONTRACTOR's office at all reasonable times during the contract period.

## 7. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT (DSP-90-11F)

7.1.0 The CONTRACTOR shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the CONTRACTOR shall notify police or other emergency agencies immediately as needed. The OWNER'S office shall also be notified when the CONTRACTOR requests emergency assistance.

7.2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

<b>Fire and Ambulance: 911</b>
<b>St. Louis County Police Department: (314) 889-2345</b>

7.2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

7.3.0 No direct pay will be made to the CONTRACTOR to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

**8. HOURS OF WORK**

As required to provide passable streets.

**9. DAMAGES CAUSED BY CONTRACTOR**

All damage caused by the CONTRACTOR'S operators and equipment shall be repaired at the CONTRACTOR'S expense. This includes but is not limited to damage to vehicles and landscaping.

**10. WORK IN EXISTING DRAINAGE AREA**

The attention of the BIDDER is directed to the fact that the site of the work conveys overland and piped storm water drainage. The CONTRACTOR shall inform himself fully, of the conditions relating to which work will be performed. The CONTRACTOR shall employ as far as possible such methods and means in carrying out his work as not to cause any interruptions or interference to the flow of storm water. The CONTRACTOR shall take special care to prevent the obstruction of the existing or new storm water facilities. In addition, all debris and material that could cause obstruction to downstream culverts, if a storm were to occur, must be removed immediately.

# Exhibit A

## SNOW AND ICE MANAGEMENT BID DOCUMENTS AND SPECIFICATIONS

For  
Village of Twin Oaks

### DESCRIPTION OF WORK

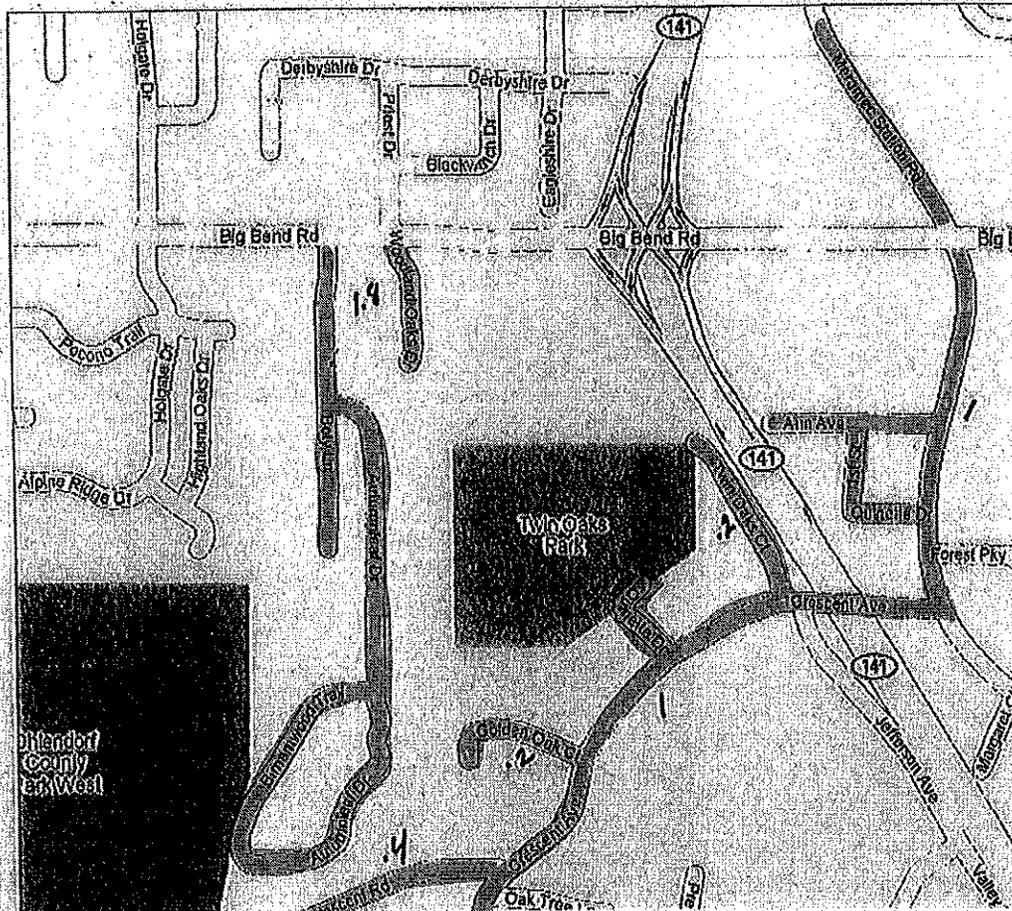
#### Reference: Exhibit B

1. The Contractor shall perform snow removal services immediately following a snowfall event of two (2) inches or salting as needed to remove ice accumulations. Following initial plowing, the Contractor will continue to maintain Village streets after each additional two-inch event in a reasonably safe condition until the storm event subsides. All cul-de-sacs and intersections shall be "reverse" plowed.
2. The Contractor will coordinate services with the Village Clerk or designated representative. Due to varying conditions, the Village may request services prior to the 2-inch accumulation. The Village has noted that the Contractor must pay additional focus on the hill at Autumn Leaf at Boly Lane and the intersection of Woodland Oaks and Big Bend Rd.
3. It shall be the responsibility of the Contractor to have sufficient equipment and personnel on site to complete operations within two hours of beginning, recognizing that continual snowfall or intermittent icing may require more than one round of operations. The Contractor shall be responsible for staffing each event and maintaining equipment and personnel through to completion.
4. The Contractor will be required to provide all equipment and materials to perform the operations covered in the scope of work. On-site storage of equipment or de-icing agents to be utilized in this project will **NOT** be provided by the Village.
5. Response time must be less than 60 minutes from call out unless unforeseen circumstances occur and must be reported to the Village Clerk/Controller.

**BIDS SHOULD BE SUBMITTED ON AN HOURLY BASIS FOR PLOWING AND A PER-TON PRICE FOR SALT OR CHEMICAL APPLICATION.**

# Exhibit B

## Village of Twin Oaks Streets (Streets are highlighted)



### List of Streets:

Approximately 4.5 miles

Ann Avenue  
Autumn Leaf Drive  
Boly Lane  
Birnawood Trail Drive

Crescent Avenue  
Crescent Road  
First Street  
Golden Oak Court

Meramec Station Road  
Quinette Drive  
Twin Oaks Court  
Woodland Oaks Drive

**SNOW AND ICE MANAGEMENT NOT REQUIRED ON BIG BEND ROAD**