

BILL NO. 469

ORDINANCE NO. 450

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

**AN ORDINANCE APPROVING A MUNICIPAL SERVICES AGREEMENT WITH
SOHN ENTERPRISES, LLC.**

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

Section 1. A Municipal Services Agreement with Sohn Enterprises, LLC. for specialized maintenance/rebuild of two planter boxes at the intersection of Highway 141 and Big Bend Road is approved pursuant to "Exhibit 1," a copy of which is appended to this Ordinance and incorporated herein by reference.

Section 2. Following signatures by the Village Clerk/Controller and Vendor's Principal and submission of satisfactory proof of insurance as referenced in said agreement, said Vendor may be given Notice to Proceed with the services outlined in the Agreement and bid estimate.

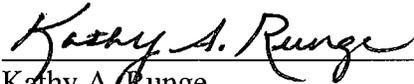
Section 3. This Ordinance shall be in full force and effect from and after its passage as provided by law.

PASSED and APPROVED this 21 day of January, 2015.



Dennis L. Whitmore, Chairman
Board of Trustees

ATTEST:



Kathy A. Runge,
Village Clerk

First Reading: 1-21-2015

Second Reading: 1-21-2015

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of January, 2015 by and between THE VILLAGE OF TWIN OAKS, an incorporated, Missouri Municipality (hereinafter referred to as the "Village") and SOHN ENTERPRISES, LLC, a Missouri Limited Liability Corporation, (hereinafter referred to as "Contractor");

WITNESSETH, THAT,

The parties hereto, in consideration of the mutual promises and undertakings herein contained, do covenant and agree, as follows:

1. Employment as an Independent Contractor. Contractor is employed as an independent contractor to perform Maintenance/Re-Build Services on Planter Boxes at the intersection of Hwy 141 and Big Bend Rd in accordance with the estimate No. 695 (Exhibit "A"), dated December 15, 2014 attached hereto and incorporated in this Agreement by reference.

Contractor shall be responsible for providing its own equipment and personnel and shall perform services within a reasonable period of time after notice by the Village Clerk/Controller as otherwise described herein.

2. Public Works. This is a Public Works project undertaken by a qualified governmental entity. The Village is exempt from the payment of State sales taxes and a copy of its letter of exemption is available to the Contractor. Contractor shall pay wages equal or greater than those mandated by the minimum wage laws and no less than the prevailing wage for similar services in the area of St. Louis County in which the contract is to be performed.

3. Insurance Coverage. Contractor shall carry and maintain such liability insurance as will protect Contractor and Village from claims under any worker'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. Contractor shall, at all times during the term of this contract, furnish and maintain current certificates acceptable to the Village attesting that Contractor has in effect, at least, the following insurance:

Commercial General Liability and 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 \$2,000,000;

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 \$2,000,000;

Worker's Compensation – statutory limits.

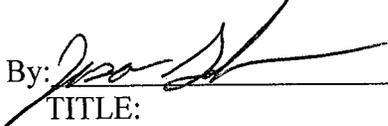
4. General Conditions.

- A. Timely Performance of Work. Contractor shall complete its services in a professional and workmanlike manner and within a general timeframe as shall mutually be agreed to by the parties.
- B. Payment/disputes. Contractor shall submit invoices to the Village for all services rendered each thirty (30) days or promptly following completion of its work. The Village shall make payment within thirty (30) days of the invoice. The Village may withhold from payment any amounts due to damages caused to Village property by Contractor or due to dissatisfaction with the quality of work. Any disputed payment shall be promptly addressed by the parties in a good faith effort to find a mutually agreed compromise. If no such Resolution is reached within sixty (60) days following the date of the disputed invoice, either party may pursue such legal recourse as is by law allowed.
- C. Village Liaison. The Village Clerk/Controller or her assignee shall be the liaison between Contractor and the Board of Trustees and shall act on behalf of the Village unless otherwise determined by the Board of Trustees.

SIGNED and SEALED on the day and year above entered:

SOHN ENTERPRISES, LLC

THE VILLAGE OF TWIN OAKS

By: 

TITLE:

By: 

KATHY A. RUNGE

Village Clerk/Controller

Sohn Enterprises, LLC

54 Crescent Ave, Twin Oaks, MO 63088
(314)835-7660
jasonsohn@gmail.com

Bill To

Village of Twin Oaks
1393 Big Bend Road, Suite F
Twin Oaks, MO
63021

ESTIMATE #695

Date: 12/15/14
Due Date: 12/15/14

Qty	Item	Description	Price	Amount
1	Bridge Deck Planter Box Rebuild	Removal and disposal of all soil out of two planter boxes Manufacture and install 16 L brackets in the corners of the two planters Resest the two boxes strip out the old caulk and install new caulk on both boxes The small box will be filled with six inches of gravel for drainage, then fabric will be installed followed by eighteen inches of pro planting mix The large box will have custom built composite planter boxes installed around the outer perimeter. There will be 19 boxes approx 48"x36"x22" in size. The composite planters will be set on precast concrete blocks to allow room for drainage. The composite boxes with have gravel installed in the bottom followed by fabric and eighteen inches of pro planting mix. Removal of three dead trees including root ball in the other boxes that we are not doing any other work in	10,795.00	10,795.00
			Subtotal	10,795.00
			Discount	0.00
			Shipping	0.00
			Taxes	0.00
			TOTAL	10,795.00