

BILL NO. 497

ORDINANCE NO. 478

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

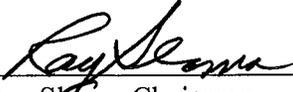
**AN ORDINANCE APPROVING A SERVICES AGREEMENT BETWEEN
THE VILLAGE OF TWIN OAKS AND SOHN ENTERPRISES LLC.**

**BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF TWIN
OAKS, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:**

Section 1. The Board of Trustees hereby approves, and the Chairman is hereby authorized to execute, a contract on behalf of the Village of Twin Oaks with Sohn Enterprises, LLC, for delivery and application of mulch and related services as more fully set forth in the agreement. The agreement shall be in substantially the form of the contract marked "Exhibit 1" attached hereto and incorporated herein and made a part of this Ordinance as if set forth in fully herein.

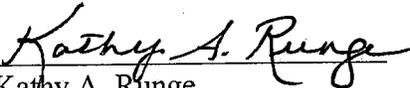
Section 2. This ordinance having been read by title or in full two times prior to passage, shall be in full force and effect from and after its passage and after being duly signed by the Chairman of the Board of Trustees and attested by the Village Clerk.

PASSED and APPROVED this 17th day of February, 2016.



Ray Slama, Chairman
Board of Trustees

ATTEST:



Kathy A. Runge
Village Administrator/Clerk

First Reading: 2-17-16

Second Reading: 2-17-16

Exhibit 1

Agreement with Sohn Enterprises LLC

Village of Twin Oaks, Missouri
SERVICES CONTRACT

THIS AGREEMENT, made and effective as of February _____, 2016, by and between **the Village of Twin Oaks**, a municipal corporation hereinafter referred to as Village, and **Sohn Enterprises, LLC**, hereinafter referred to as "CONTRACTOR," with a business mailing address of **P.O. Box 301, Valley Park, MO 63088**; _____

WHEREAS, the Contractor provided the Village with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for payroll processing services (the "Proposal"), and the Village wishes to engage the Contractor as provider of payroll processing services to the Village, in accordance with the terms of this Agreement;

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

I. SCOPE OF SERVICES

Contractor's services are necessary for the following Project of Village:

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the consultant services which are particularly described as:

Delivery and application of mulch

and as more specifically set forth in the attached **Exhibit A**, incorporated herein.

The above services (hereinafter referred to as the "Work") shall be provided by the Contractor in accordance with all the provisions of the Contract and attached **Village of Twin Oaks General Conditions** for the Work 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, including the Proposal attached hereto as **Exhibit A**. If there is any conflict between the Village's General Conditions (attached hereto and incorporated herein by reference) and the Proposal attached as Exhibit A, this Agreement and its General Conditions shall prevail.

II. COMPENSATION

A. Basic Compensation. The Village hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

such amount as is set forth on the Proposal.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If Village directs in writing additional services not included in this Agreement, Contractor shall be paid as follows:

[inapplicable if left blank]

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted to the Village and payment shall be made by Village in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values referenced above.

IV. CONTRACT SCHEDULE

Time is of the essence.

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

SOHN ENTERPRISES, LLC

By _____

Title _____

VILLAGE OF TWIN OAKS

By _____

Title _____

DATED: _____

ATTEST: _____

**GENERAL CONDITIONS
VILLAGE OF TWIN OAKS
SERVICES AGREEMENT**

Independent Contractor. The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the Village in any respect.

Compliance with Laws. The Contractor shall comply with all applicable Village 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, Contractor 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 Contractor shall comply with 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 Contractor (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." Contractor'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." §208.009.3

Subcontracts. The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the Village. In addition, this Contract shall not be assigned by the Contractor.

Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the Village, and indemnify and hold harmless the Village, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and 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 Village or others, arising from Contractor's breach of the Contract or out of services and operations performed hereunder by the Contractor, including the Village's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the Village. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. Contractor shall furnish the Village the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the Village in the request for proposals, if any, otherwise in the amounts stated on **Exhibit A**, but unless otherwise provided shall be no less than the maximum amounts of liability set forth in Chapter 537.610 RSMo., applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the Village. The Village and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the Village, shall be named as additional insured.

In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to Village as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit A**. The Village and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the Village's sovereign immunity relative to any claim against the Village.

Nondisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the Village any information obtained from or through the Village 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 Contractor shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the Village. Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the Village, a written cost or credit proposal for such revised Work. If the Village and Contractor 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 Contractor, upon written notice from the Village, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No work or change shall be undertaken or compensated for without prior written authorization from the Village.**

Termination. The Village shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The Village shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the Village its statement for the aforesaid amount, in such reasonable detail as the Village shall request, within thirty (30) days after such date of termination. The Village shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the Village 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 Village's then current fiscal year at the discretion of the Village. 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 Village 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 Contractor 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 Village shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Other Contractors. The Village reserves the right to employ other consultants in connection with the Work.

Request for Proposals. If the Village issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor 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 Contractor/Services Contract or proposal of the Contractor, the requirements of the Village's Request for Proposal and this executed Contractor/Professional Services Contract shall control and supercede unless a change thereto is specifically stated in this Contract.

Project Records and Work Product. The Contractor shall provide the Village with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The Village shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the Village to evidence, maintain, and defend the Village's ownership rights in the Work Product.

Site Operations. Where appropriate, the Village will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the Village.

Representations. Contractor agrees that it has not relied on any representations or warranties of the Village, 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
Proposal

Sohn Enterprises, LLC

P.O. Box 301 Valley Park, 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 #741

Date: 10/2/15
Due Date: 10/2/15

Qty	Item	Description	Price	Amount
1	Mulch	Install approximately 87 cubic yards double ground natural mulch at one inch in depth as per nursery men's standard to all beds and tree rings in the parks interior excluding beds between ponds and walking path	5,235.00	5,235.00
			Subtotal	5,235.00
			Discount	0.00
			Shipping	0.00
			Taxes	0.00
			TOTAL	5,235.00

