

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH STORMWATER EROSION SPECIALTIES AND EXCAVATION, INC. FOR WORK ON THE TWIN OAKS PARK LAKES.

WHEREAS, the City and Stormwater Erosion Specialties and Excavation, Inc., entered into a City-Contractor Agreement dated January 18, 2019 (the "Agreement") for work on the Twin Oaks Park Lakes (the "Original Agreement" incorporated herein by reference); and,

WHEREAS, the Original Agreement provided that all the work was to be performed for a not-to-exceed price of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "NTE Price") and that costs were not to be incurred in excess of the NTE Price without a written Amendment or Change Order; and

WHEREAS, the parties need to amend the Original Agreement to increase the NTE Price of the Agreement from One Hundred Fifty Thousand Dollars (\$150,000.00) to Two Hundred Thousand Dollars (\$200,000.00).

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

Section 1. The Board of Aldermen hereby approves, and authorizes the Mayor to execute, the First Amendment to City-Contractor Agreement with Stormwater Erosion Specialties and Excavation, Inc. (the "Amendment") substantially in the form of the Amendment attached hereto as Exhibit A and incorporated herein by reference.

Section 2. The Board of Aldermen incorporates by reference all findings and determinations set forth in the Recitals above.

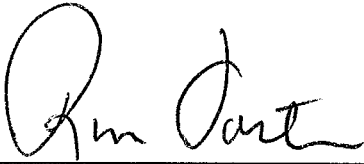
Section 3. The Board of Aldermen further, authorizes the Mayor to approve and execute change orders in compliance with Article 11 of the Original Agreement. The authority granted herein shall be subject to the following conditions and parameters:

- The amount of all change orders cumulatively shall not result in an increase in cost of more than twenty-five thousand dollars (\$25,000) above the NTE Price;
- The Mayor shall have received a recommendation of approval of a change order from the City's engineering consultant, BFA; and
- The Mayor shall report all approved change orders to the Board at the next Board of Aldermen meeting.

Section 4. This Resolution shall be effective upon its passage by the Board of Aldermen and execution by the Mayor.


THIS RESOLUTION WAS PASSED AND APPROVED THE 3RD DAY OF APRIL 2019, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

	<u>Yea</u>	<u>Nay</u>
Lisa Eisenhauer	X	
Tim Stoeckl	X	
April Milne	X	
Dennis Whitmore	X	



Russ Fortune, Mayor

Attest:



Kathy A. Runge, City Administrator/Clerk

Exhibit A
FIRST AMENDMENT TO CITY-CONTRACTOR AGREEMENT

THIS FIRST AMENDMENT TO CITY-CONTRACTOR AGREEMENT (“Amendment”) entered into this _____ day of _____, 2019, by and between **Stormwater Erosion Specialties and Excavation, Inc.**, an Illinois Corporation having a principal office at 3285 Alcove Ct., Millstadt, Illinois 62260 (the “Contractor”), and the **City of Twin Oaks**, a Missouri municipal corporation (the “City”).

RECITALS

A. The City and Contractor entered into a City-Contractor Agreement on January 18th, 2019 (the “Agreement”) for removing silt and other organic materials from the bottom of the two lakes in Twin Oaks Park.

B. The City and Contractor wish to increase the not-to-exceed (NTE) price listed in the Agreement.

C. Pursuant to the terms of the Agreement, the City and Contractor wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Contractor hereby agree as follows:

1. Section 2, “**Scope of Work/Contract Sum**”, paragraph 4 “*Not-to-Exceed Price.*” of the Agreement is hereby amended to read as follows:

“*Not-to-Exceed Price.* Except as may be otherwise expressly provided, in consideration of the Contractor’s performance of the Work, and in accordance with the terms of this Contract, the City will pay the Contractor a Contract Price Not to Exceed (NTE) **Two Hundred Thousand Dollars (\$200,000.00)** (“NTE Price”) at the Fixed Unit Prices or Rates set forth below, as compensation in full payable in accordance with the Contract Document entitled Compensation and Payment.

UNIT PRICES

• 60 foot reach excavator	\$ 170.00/hr
• 953 high lift	\$ 125.00/hr
• Takeuchi TL12 compact track loader	\$ 68.00/hr
• Forestry Mulcher	\$ 120.00/hr
• Chain Saws	\$ 75.00 per day
• Fuel/Service truck, truck and trailers	\$ 75.00 per day
• Slurry Pump and power unit	\$ 300.00 per hour
• Seeder and straw blower	\$ 85.00 per hour
• Mud Mats	\$6,000.00/one time charge

- Pipe Line and fusion welder 1400 foot \$7,000.00/one time charge
- Misc. tools, lasers, and support equipment \$ 30.00 per day
- Mobilization and Demobilization \$5,900.00/one time charge

- Operator labor \$89.00 per hour
- Laborer Labor \$70.00 per hour
- Supervision \$89.00 per hour

***City to acquire Permits

***Materials costs will be reimbursed with a 10% markup.

Total compensation for all Work shall not exceed the NTE Price unless the parties execute a written Amendment or Change Order to the Contract. Any costs incurred in excess of the NTE Price without a written Amendment or Change Order will not be reimbursable costs hereunder and will not be compensated by the City and will be at the sole expense of the Contractor.”

2. **Other Terms and Conditions Remain.** Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

3. **Capitalized Terms.** All capitalized terms used but not defined in this Amendment shall have the same meanings as defined in the Agreement.

4. **Counterparts.** This Amendment may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CONTRACTOR
*Stormwater Erosion Specialties and
Excavation, Inc.*

CITY OF TWIN OAKS, MISSOURI

John Whitney, President
3285 Alcove Ct.
Millstadt, IL 62260

Mayor

Attest

Date

Date

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