

RESOLUTION NO. 2019-04

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH MICHAEL HARVEY, D/B/A HARVEY'S SERVICE FOR MOWING SERVICES.

WHEREAS, the City of Twin Oaks and Michael Harvey, an individual, d/b/a Harvey's Service, Inc., entered into a Contractor/Professional Service Agreement dated March 2, 2016 (the "Agreement") for certain grass mowing services (the "Agreement" incorporated herein by reference); and,

WHEREAS, the parties wish to amend the Agreement to allow it to be extended for a period of three years and to modify and clarify the rates, areas to be mowed and specific mowing instructions.

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

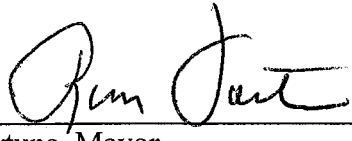
Section 1. The Board of Aldermen hereby approves, and authorizes the Mayor to execute, the First Amendment to Contractor/Professional Service Agreement with Michael Harvey (the "Amendment") substantially in the form of the Amendment attached hereto as Exhibit A and incorporated herein by reference.

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

Section 3. 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



City of Twin Oaks, Missouri
FIRST AMENDMENT TO
CONTRACTOR/PROFESSIONAL SERVICES CONTRACT

THIS AMENDED AGREEMENT, made and effective as of April, _____ 2019, by and between the **City of Twin Oaks**, a Missouri municipal corporation, hereinafter referred to as City, and **Michael Harvey**, an individual, d/b/a Harvey's Service, Inc., with his office located at 224 Robin Hill Lane, Ballwin, MO 63201 hereinafter referred to as "Contractor."

WHEREAS, after the City put out a call for bids, the City and Contractor entered into an agreement dated March 2, 2016 for certain grass mowing services (the "Agreement");

WHEREAS, per the terms of that Agreement, the parties renewed the agreement under the same terms and conditions and with costs as stated in the Agreement;

WHEREAS, the parties wish to amend the Agreement to allow it to be extended for a period of three years and to modify and clarify the rates, areas to be mowed and specific mowing instructions;

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:

I. SCOPE OF SERVICES

Contractor services are necessary for the following Project of City: **Grass Mowing services.**

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 work which is particularly described as grass mowing services on various City properties as more specifically set forth in the attached **Exhibit 1-4** 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 the **City of Twin Oaks Contractor/Professional Services Agreement General Conditions** (attached as Exhibit A to the Agreement) that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any exhibit or bid package.

II. COMPENSATION

A. Basic Compensation. The City 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:

- a sum not to exceed \$30,800.00 for the year of 2019,
a sum not to exceed \$31,800.00 for the year of 2020, and
a sum not to exceed \$32,700.00 for the year of 2021.

or (if above box is not checked):

- such amount as is set forth on an attached Exhibit A that is incorporated herein and subject to any such limits as established therein and in approving authorization.

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 City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows:

As approved in writing by the Board of Aldermen.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted electronically to the City via email (Kathy Runge - krunge@cityoftwinoaks.com) and payment shall be made by City within thirty (30) days of receipt of an invoice received after the City confirms satisfactory performance of the Work.

IV. CONTRACT SCHEDULE

This contract is for a term of three (3) years. Unless additional properties are added by a mutually agreeable written addendum approved by both parties, the Agreement as amended shall be performed at the price as stated in Section II above, the following properties shall be mowed in accordance with the terms and specifications shown in the attached Exhibits 1- 4.

At any time, by mutual, written agreement, the City may request Contractor to perform mowing services in addition to properties listed on Exhibits 1-4, in accordance with the terms and specifications and with costs stated in Exhibit A to the Agreement or the City may at any time reduce the number of properties that are listed on Exhibit 1-4 from Contractor's scope of services by written notice to Contractor or may terminate the Agreement as set forth in the *Contractor/Professional Services Agreement General Conditions* ("General Conditions") to the Agreement.

V. ALL OTHER TERMS TO REMAIN IN EFFECT

Except as expressly set forth in this Amendment, the Agreement, including the General Conditions, 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.

VI. 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 signed this Agreement as of the effective date of Contract first above written.

CONTRACTOR

CITY OF TWIN OAKS, MISSOURI

Michael Harvey

By: _____
Mayor

DATED: _____

DATED: _____

ATTEST:

City Clerk

Exhibits 1-4
Scope of Services

EXHIBIT 1

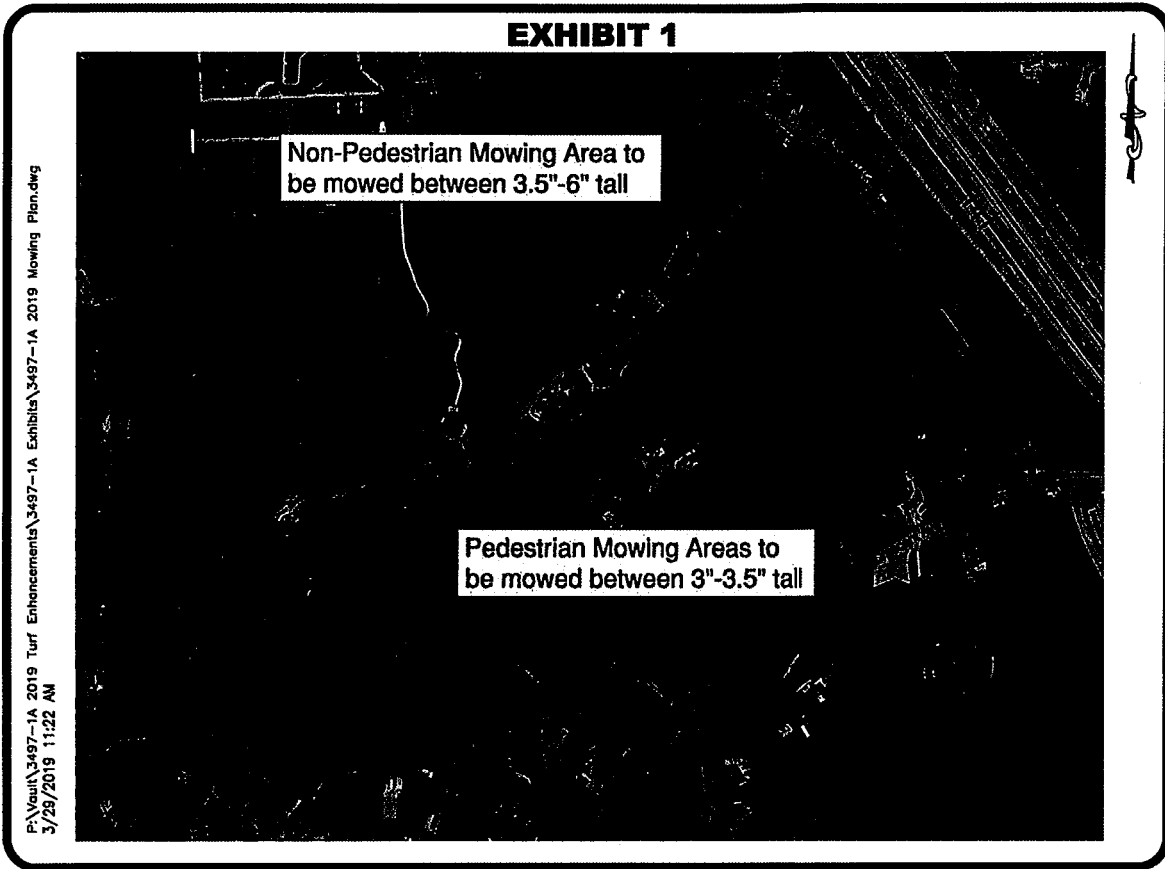
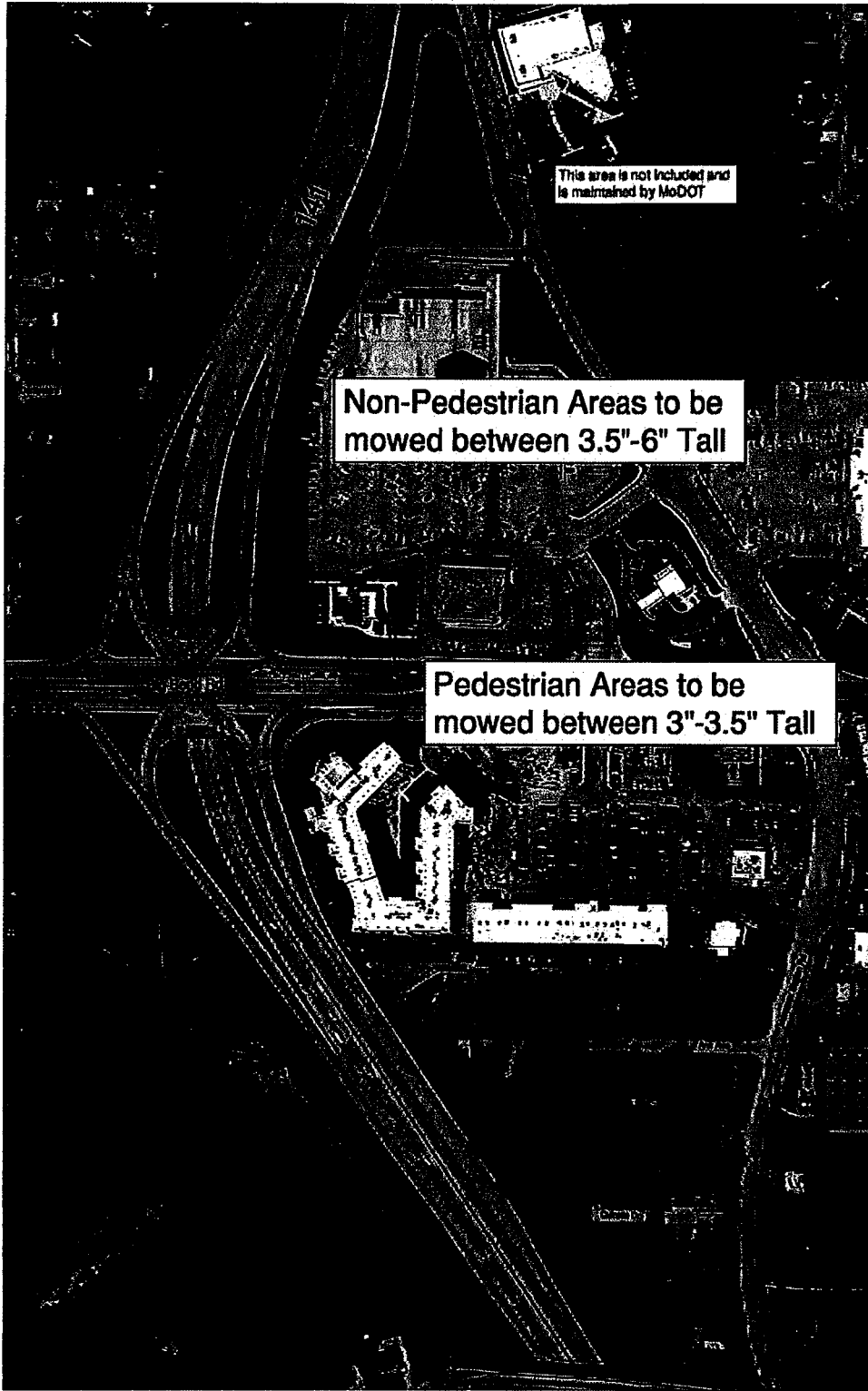


EXHIBIT 2



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EXHIBIT 3

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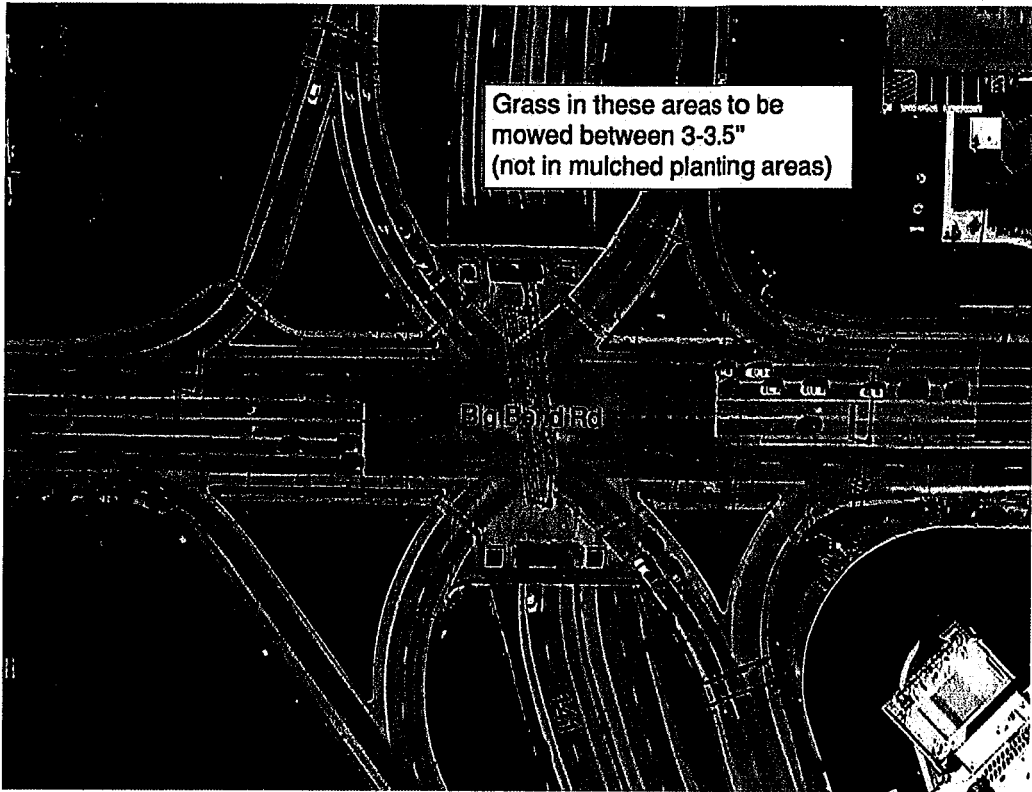


EXHIBIT 4

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