

BILL NO. 310

ORDINANCE NO. 300

INTRODUCED BY: Trustees Brockmann, Dresner, Slama, Owens, and Whitmore

AN ORDINANCE APPROVING A CONTRACT FOR THE PROVISION OF LEAF COLLECTION SERVICES:

Whereas, after soliciting bids for these services and having a bid opening at 12:00 noon on September 2, 2009, the following proposals were reviewed:

<u>Company Name</u>	<u>3-year bid</u>	<u>Additional Pass</u>	<u>2-year extension</u>
Midwest Scapes	\$ 7,875.00	\$1,575.00	None submitted
J&J Lawn & Landscaping	\$ 6,500.00	\$ 800.00	\$7,150.00
Symetry Landscaping	\$30,800.00 (2009) \$31,416.00 (2010) \$32,044.32 (2011)	\$6,160.00 \$6,283.20 \$6,408.66	None submitted
*Hendel Lawncare, Inc.	\$ 8,900.00	\$ 250.00	\$8,900.00

*Bid arrived late to the bid opening and was not received on time.

Whereas, it has been determined that J&J Lawn & Landscaping is the lowest bidder meeting all bid specifications and all due diligence has been done regarding this company.

NOW THEREFORE, Be it Ordained by the Board of Trustees of the Village of Twin Oaks, Missouri as follows:

SECTION 1: The Village Administrator/Clerk is hereby authorized and directed to enter into a contract with J&J Lawn & Landscaping for said services and the price shall be drawn against the budget account directed for this project.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage on this 2nd day of September, 2009.

Paul Brockmann
Paul Brockmann, Village Chairman

ATTEST:

Kathleen E. Yahl
Kathleen E. Yahl, MRCC, CMC
Village Administrator/Clerk

First Reading: 9-2-09
Second Reading: 9-2-09

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2009, by and between the VILLAGE OF TWIN OAKS , an incorporated Missouri Municipality located in St. Louis County, Missouri (hereafter referred to as "Village") and J & J LAWN AND LANDSCAPING, INC., a Missouri Corporation (hereinafter sometimes referred to as "Contractor").

WITNESSETH, THAT,

In consideration of the mutual undertakings more particularly described herein, the Village does employ contractor to perform services on its behalf, as follows:

1. **Scope of Work:** contractor is employed as an Independent Contractor to perform services in accordance with the bid specification and its bid incorporated herein as Exhibits "A and B", respectively.
2. **Term of Contract:** This contract shall begin on the 1st day of October, 2009 and shall terminate on the 30th day of September, 2012, unless renewed in writing by the parties; provided, however that either party may terminate this contract upon (90)-day written notice.
3. **Compensation:** Contractor shall be compensated at the rates and in the manner described in Exhibit "A". Contractor guarantees said rates through the term of this contract or any successive renewal thereof on October, 1 2012, but limited to households currently existing with the Village.
4. **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.
5. **Insurance:** Contractor shall be solely responsible for providing and paying the premiums for all insurance coverage of its employees, whether mandated by Federal or State statute, collective bargaining agreement or other contract between Contractor and its employees. Contractor shall further name and maintain the Village of Twin Oaks, Missouri as an additional insured on its policy or policies of liability insurance and shall furnish proof of said coverage to the Village on or before the first date on which said Contractor performs services under this agreement. Such coverage shall be in amounts not less than:
 - A. Workmen's Compensation and Employers' Liability
 1. Workmen's Compensation

