

# RESOLUTION NO. 03 28 2024F

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH ADVANCED TURF SOLUTIONS, INC., PROVIDING FOR GRASS SEED, IN AN AMOUNT NOT TO EXCEED \$36,000.00.**

**WHEREAS**, the City of O'Fallon received bids from qualified vendors through bid #22-058 for the purchase of grass seed and found Advanced Turf Solutions, Inc., to be the lowest and best bidder; and

**WHEREAS**, City Staff believes this bid continues to be advantageous to the City; and

**WHEREAS**, City Staff recommends approval to continue to purchase grass seed in 2024;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:**

**SECTION 1:** The City Council approves on behalf of the City an agreement with Advanced Turf Solutions, Inc., for grass seed at a cost not to exceed \$36,000.00, in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

**PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 28<sup>TH</sup> DAY OF MARCH 2024.**

Attest:

  
Bess Bacher, City Clerk



  
Presiding Officer

**APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 28<sup>TH</sup> DAY OF MARCH 2024.**

Attest:

  
Bess Bacher, City Clerk



  
Bill Hennessy, Mayor

Approved as to Form:

  
Kevin M. O'Keefe, City Attorney



# AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of March 2024, by and between the City of O'Fallon, Missouri (CITY) and **Advanced Turf Solutions, Inc.** (VENDOR). The parties agree as follows:

1. VENDOR agrees to provide the CITY with products and services in accordance with Sales Quote dated February 20, 2024, for the purchase of grass seed. Said document shall be incorporated into this agreement by this reference.
2. The CITY in accordance with the above referenced Proposal will pay VENDOR an amount not to exceed \$36,000.00 upon completion of the work.
3. VENDOR shall provide and bill for only those services associated with this project. No additional charges will be allowed without prior approval. All work performed shall be identified and quantified on each invoice.
4. VENDOR is an independent contractor, and nothing contained herein shall constitute or designate VENDOR or any of its agents or employees as agents or employees of the CITY.
5. VENDOR agrees in the performance of this agreement that it will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion or political opinion or affiliation.
6. VENDOR shall maintain during the life of this Agreement and furnish to the CITY the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates in amounts as detailed in the bid specifications. An original Certificate of Insurance from the company or authorized agent of record must be furnished to the City, provide that the City of O'Fallon is an "Additional Insured" on the Vendor's Commercial General Liability policy during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the insurance certificate. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner. VENDOR shall provide 30 days written notice prior to any change in insurance.
7. VENDOR agrees to indemnify the CITY, its' officials, and employees from any loss, damage, costs, charges or expenses to person or property by reason of any action or omission on the part of any person or company involved in this agreement.

VENDOR:  
Advanced Turf Solutions, Inc.

[Signature]                      3-18-2024  
Signature                                      Date

CITY OF O'FALLON, MISSOURI

[Signature]                      3-28-24  
Mike Snowden, City Administrator      Date



ATTEST:

[Signature]                      03/29/2024  
Bess Bacher, City Clerk                      Date