

**AN ORDINANCE EXPRESSLY CONTINUING THE CONTRACT WITH
CROWDER CONSTRUCTION, INC., FOR SNOW AND ICE
MANAGEMENT SERVICES FOR THE 2017-18 WINTER SEASON AT
THE EXISTING CONTRACT RATES**

WHEREAS, an invitation for public bids for snow and ice management services was published by Twin Oaks in 2014; and

WHEREAS, by Ordinance 458, the Board of Aldermen determined that the bid of Crowder Construction, Inc. ("Crowder"), at a cost of \$115 per hour for snow removal and \$225 per ton for salt application, was the lowest and best bid and the best value for the Village and entered into an "Owner-Contractor Agreement" dated July 26, 2014 with Crowder (the "Contract"); and

WHEREAS, although it can be terminated by either party for any reason on sixty (60) days' written notice, the Contract has no specific term and, as long as Crowder agrees to perform the requirements at the contract rates and does not terminate the Contract as stated, the Board of Aldermen may continue to operate under the terms of the Contract—including the price terms; and

WHEREAS, Crowder has recently sent correspondence to the City acknowledging their intent to continue to provide snow and ice management services at the contract rate of \$115 per hour for snow removal and \$225 per ton for salt application for the 2017-18 winter season (Exhibit 1, incorporated herein by reference); and

WHEREAS, the Board of Aldermen finds that Crowder has performed the services well and that continuation of the Contract services at the 2014 rates are still in the best interest of the City and therefore wishes to continue the Contract for the 2017-18 winter season under its existing terms;

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

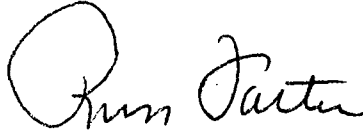
Section 1. The Contract with Crowder Construction attached as EXHIBIT "A" to Ordinance 458 (as referenced above and incorporated herein by reference), is expressly continued by the Board of Aldermen for the 2017-18 winter season under the existing terms of the Contract and the rates contained therein.

Section 2. The City Administrator is authorized to give notice to Crowder Construction in accordance with the Letter of the continuation of the Contract for the 2017-18 winter season under the existing terms of the Contract including the Contract rates.

Section 3. The recitals contained in the *Whereas* clauses are expressly incorporated in and made a part of this Ordinance.

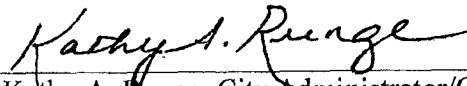
Section 4. This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO
PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI,
THIS 4th DAY OF OCTOBER 2017.



Russ Fortune, Mayor

Attest:



Kathy A. Runge, City Administrator/Clerk

Exhibit 1

8/29/2017

Village of Twin Oaks Mail - Snow removal and Salting



Kathy Runge <krunge@villageoftwinoaks.org>

Snow removal and Salting

1 message

Tue, Aug 29, 2017 at 1:55 PM

Holly Parson <holly@crowderconstruction.net>
Reply-To: holly@crowderconstruction.net
To: krunge@villageoftwinoaks.org

Good afternoon Kathy,

I hope you are doing well. Can you believe the 2017-2018 snow season is just around the corner? I can't believe it but it is true.

I wanted to let you know we are not increasing the cost of snow removal or salting for the 2017-2018 winter season. You typically put the pricing in your contract & we sign it. If you could, would you make one correction? The salt application (per ton) Greg has listed as \$225/hour. It is actually \$225/ton. If you could please make that correction on your contract to us, we will be happy to sign it & send it back to you ASAP.

If you have any questions, please do not hesitate to contact me.

We appreciate working with you these last few years & look forward to continuing our relationship with the Village of Twin Oaks.

Best regards,

Holly Parson, Office Manager
Crowder Construction, Inc.

Msg sent via WebMail