

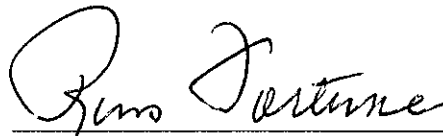
**AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE CONTRACT WITH CROWDER CONSTRUCTION, INC., FOR SNOW AND ICE MANAGEMENT SERVICES FOR THE 2022-25 WINTER SEASONS**

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

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is authorized to execute, a Second Amendment to the Contract with Crowder Construction in substantially the form attached as Exhibit "1" hereto to allow for the extension of the contract for an additional three-year period covering the 2022-2023, 2023-2024, and 2024-2025 winter seasons at a rate of \$125 per hour for snow removal for the next three (3) years and at a rate of \$265 per ton (from \$245) for salt application for the 2022-23 winter season.

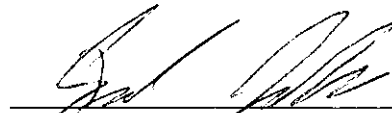
**Section 2.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

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 3<sup>rd</sup> DAY OF AUGUST 2022.



\_\_\_\_\_  
Russ Fortune, Mayor

Attest:



\_\_\_\_\_  
Frank Johnson, City Clerk/Administrator

## Exhibit 1

**THIS SECOND AMENDMENT TO OWNER-CONTRACTORS AGREEMENT**, made and effective as of \_\_\_\_\_, \_\_\_\_\_ 2022, by and between the **City of Twin Oaks**, a Missouri municipal corporation, hereinafter referred to as City, and **Crowder Construction, Inc.**, with a business mailing address of 28 Front Street, Valley Park, MO 63088.

**WHEREAS**, the City put out a call for bids for snow and ice management services in 2014;

**WHEREAS**, the Board of Aldermen, by Ordinance 458, 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-Contractors Agreement" dated July 26, 2014, with Crowder (the "Contract");

**WHEREAS**, in 2019, the parties executed a First Amendment to the Contract and extend the Contract for an additional three-year period covering the 2019-2020, 2020-2021, and 2021-2022 winter seasons;

**WHEREAS**, as provided in Article 12 of the First Amendment, the parties wish to again extend the Contract under which Crowder will continue to provide snow and ice management services at a rate of \$125 per hour for snow removal (up from \$115/hour) for the next three (3) years and provide salt application at a rate of \$265 per ton (up from \$245) for the 2022-23 winter season due to increases in salt costs;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**A. CONTRACT PRICE:** Article 1, Contract Price is hereby amended to add a second paragraph to Article 1, to read as follows:

### **ARTICLE 1. CONTRACT PRICE**

For the Second Renewal Period, City shall pay Crowder, for satisfactory completion of the Work designated in Article 2 in accordance with the Contract Documents, an amount equal to the sum of the following unit prices:

**Snow removal (per hour):** One hundred twenty-five dollars (\$125.00) per hour

**Salt Application (per ton):** Two hundred sixty-five dollars (\$265.00) per ton\*

\*Reasonable annual adjustments for years 2 & 3 will be made to reflect market rates for bulk salt.

The remainder of Article 1 shall remain unchanged.

**B. TERM OF AGREEMENT:** A new Article 12 is added to the Contract to read as follows:

### **ARTICLE 12. TERM OF AGREEMENT**

The initial term of the Agreement shall be from November 1, 2014, to October 31, 2019, and upon the expiration of the initial term shall hereby be extended for one, 3-year term commencing

**Exhibit 1**

on November 1, 2019, and ending October 31, 2022 (the "Renewal Period), subject to the right of either party to termination as set forth in Article 11. The cost of services charged by Contractor for this first Renewal Period shall be as provided in Article 1, unless otherwise mutually agreed by the parties in writing for the second and/or third year of the Renewal Term.

At the expiration of this Renewal Period, a "Second Renewal Period" shall commence on November 1, 2022, and ending October 31, 2025, with the cost of services charged by Contractor for this Second Renewal Period at the rates provided in Article 1.

At the expiration of the Second Renewal Period or any subsequent renewal period, the Agreement may be extended for an additional 3-year term upon the written agreement of the parties including any changes to the Contract Price.

**C. AMENDMENT**

The Contract, as amended by the Second Amendment, may be amended by the parties in writing.

**D. ALL OTHER TERMS TO REMAIN IN EFFECT**

Except as expressly set forth in this Second Amendment, the contract otherwise is unmodified and remains in full force and effect. Each reference in the contract to itself shall be deemed also to include this Second Amendment.

**E. COUNTERPARTS**

This Second 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.

**CROWDER CONSTRUCTION, INC.**

**CITY OF TWIN OAKS, MISSOURI**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mayor

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk