RESOLUTION No. 2022-91

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CHESTERFIELD FENCE & DECK CO., INC., FOR FENCE INSTALLATION SERVICES IN TWIN OAKS PARK.

WHEREAS, the City of Twin Oaks (the "City") sought sealed bids for a contract for the removal of the existing shadowbox fence and installation of a new fence in the same area in Twin Oaks Park as described in the City's Request for Proposals (the "Park Fence Removal & Construction Project"); and,

WHEREAS, in response to the Request for Proposals, the City received proposals from Diamond Fence, LLC (\$37,680), Chesterfield Fence & Deck Co., Inc. (\$39,073.20), and Western Fence & Deck (\$45,500), for the Park Fence Removal & Construction Project; and,

WHEREAS, Section 145.030 ("Bid Evaluation Guidelines") of the Twin Oaks Purchasing Policy guidelines for the City to use in determining the lowest and best bidder; and,

WHEREAS, the City Clerk/Administrator with City staff input and based on the Bid Evaluation Guidelines, has determined that Chesterfield Fence & Deck Co., Inc. is the lowest and best bidder given the quality and performance of previous contracts or services for the City, the proposal to use high-quality materials, and given that their bid proposal includes a 20-year limited warranty on the fence and 5-year labor warranty on the installation; and,

WHEREAS, the Board of Aldermen has considered the recommendation from the City Clerk/Administrator and has reviewed the bids under the guidelines of Section 145.030 of the Twin Oaks Purchasing Code and has determined Chesterfield Fence & Deck Co., Inc.'s bid to be the lowest and best bid.

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 the Mayor is hereby authorized to enter a Contractor Services Contract on behalf of the City of Twin Oaks with Chesterfield Fence & Deck Co., Inc., for the Park Fence Removal & Construction Project in Twin Oaks Park in an amount not to exceed \$39,073.20 per the proposal dated March 24, 2022, marked "Exhibit A" to the Contractor Services Contract attached hereto as Exhibit 1 and incorporated herein by reference. Such Contractor Services Contract shall be in substantially the form of the contract, marked "Exhibit 1" attached hereto and incorporated herein by reference.

<u>Section 2</u>. 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 13th DAY OF APRIL 2022, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Auss Fortuna

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

Exhibit 1

Twin Oaks, Missouri CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of, 2022, by and between the City of Twin Oaks, Missouri, a municipal corporation hereinafter referred to as the "City," and, a Missouri, hereinafter referred to as "Contractor," with a business mailing address of							
WHEREAS, the Contractor provided the City with the proposal, attached hereto as Exhibit A and incorporated herein by reference, for certain services relating to removal of existing fencing and installation of new fencing for a specified area in Twin Oaks Park (the "Proposal"), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;							
WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:							
I. SCOPE OF SERVICES							
Contractor's services are necessary for the following services to the City: Twin Oaks—Park Fence Removal and Construction Services (hereinafter referred to as the "Services").							
Except as expressly specified herein, Contractor hereby agrees to provide the expertise, supplies, supervision, labor, skill, materials, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the scope of services for the Services listed above and which are particularly described in the attached Exhibit A incorporated herein.							
The Services shall be provided by the Contractor in accordance with all the provisions of the Proposal and the attached Twin Oaks General Conditions which are incorporated herein by reference, and the terms of the General Conditions shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, including the Proposal. If there is any conflict between the City's Agreement and General Conditions (attached hereto and incorporated herein by reference) and the Proposal, this Agreement and its General Conditions shall prevail.							
II. COMPENSATION							
Basic Compensation. The City hereby agrees to pay the Contractor the sum set forth in the Proposal, as full compensation after the complete and satisfactory performance of the Services, which Proposal includes all expenses and costs related thereto.							
III. TIME AND MANNER OF PAYMENTS							
All invoices complete with necessary support documentation shall be submitted in triplicate to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Services for the fees, prices, rates, or schedule of values set forth in the Proposal.							
IV. CONTRACT SCHEDULE							
Time is of the essence. The removal of the old fencing and the installation of the new fencing shall be completed in a reasonable manner no later than In addition, no more than days shall pass between the start of the project and its completion. Failure to complete the Services by the completion date or within the time period allotted shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$150.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.							

IN WITNESS WHEREOF, the parties here to have signed this Agreement as of the effective date of Contract

first above written.

Contractor	CITY OF TWIN OAKS
Ву	Ву
Title	Title
	DATED:
_	ATTEST:

TWIN OAKS GENERAL CONDITIONS

CITY OF TWIN OAKS, MISSOURI CONTRACTOR SERVICES AGREEMENT

Independent Contractor. The Contractor shall be and operate as an independent contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

Compliance with Laws. The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. Specifically, Contractor shall comply with the following state law requirements:

- Work Authorization Program. If the Contract is for services expected to cost more than \$5,000.00, the Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as Exhibit B) that the Contractor (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- Proof of Lawful Presence. Section 208.009 RSMo., requires that all applicants at the time of application for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.

Subcontracts. The Contractor shall not subcontract any of the Services to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Contractor.

Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Contractor's breach of the Contract or out of services and operations performed hereunder by the Contractor, including the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. The Contractor shall obtain and maintain for itself during the term of the Project and the City-Contractor Agreement liability insurance coverage of at least \$2,000,000 aggregate and \$450,000 per occurrence or as maybe provided in the Agreement. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed for the Services. Before commencing any Services, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph and bearing an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. Any self-insurance or deductible above \$50,000.00 is not permitted. The City may waive any insurance coverages or amounts required to be carried by the Contractor under this paragraph when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE CITY'S SOVEREIGN IMMUNITY UNDER SECTION 537.610.1 OR OTHERWISE. The purpose of the insurance required under this paragraph is to confirm that the Contractor has adequate insurance to cover the Contractor for tort claims that may arise out of the Services. It is not for the purchase of insurance for the City EXCEPT FOR AND ONLY TO THE LIMITED EXTENT OF any claims against the City arising out of the Contractor's Services and based upon one of the two statutory exceptions to sovereign immunity as expressly set forth in Section 537.600.1(1) and (2). To that limited extent, the City shall be named as an additional insured the policy bearing an endorsement that: "The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the City of Twin Oaks as an additional Insured that is barred by sovereign immunity and nothing contained in this Policy shall constitute a waiver of the City's sovereign immunity."

Nondisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the

City.

Changes. No change in this Contract shall be made except in writing prior to the change in the Services or terms being performed. The Contractor shall make any and all changes in the Services without invalidating this Contract when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Services. No Services or change shall be undertaken or compensated for without prior written authorization from the City.

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Services performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached Contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Correction Period. Contractor hereby expressly guarantees the aforesaid Services as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the City specifications or contract. The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Services will be of good quality, free from faults and defects and in conformance with the Contract. The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Services a set forth herein, nor are they limited by any other remedies provided in the Contract.

Request for Proposals. If the City issued a request for proposals in connection with the Services, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Contractor Services Contract or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including Exhibit A, "Scope of Services").

Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Services.

Personnel. The Services shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Services without the express written approval of the City.

Representations. Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Other Special Provisions. There are no additional special provisions set forth in the Contractor Services Agreement.

Exhibit A

Bid Proposal Form Park Fouce Construction 2022 CITY OF TWIN OAKS

Name of Company Submitting Bid:	Charenteld Fines & Rece Co.
Name of Person Submitting Bld:	Kevin Smith
Address:	620 SpiriT Valley GAST DR. Chastest weld Mo \$3005
Telephone Number:	24-706 6331
Emall:	KSMITHE Chesterprocestonce Com

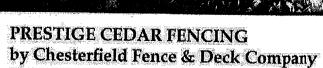
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1	Removal of existing park border fencing	1,1	820	3.94	3,23 0 ;		
2	Installation of park border fencing — 6' in height, cedar pickets, treated pine rails/posts, shadowbox style 237.572377 her Cercles	L.F	816	200	33415-2		
4	Installation of park border gate, same material as fence — 4' x 4'	EA	1	929	368 20		
Š	Removal of existing electrical enclosure fence	LP	40	3.94	157.60		
6	Installation of electrical enclosure fence—6' in height, cedar pickets, treated pine rails/posts, shadowbox style 6-71-512024 Red Color	IJř	36		1474,20		
6	Installation of electrical enclosure, same material as fence — 4' x 6'	ĽΑ	1	106.85	427.40		
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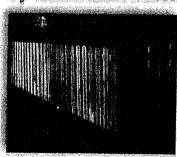
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03.24.2022

Date







What is Prestige Eastern Cedar by Chesterfield Fence & Deck?

Chesterfield Fence & Deck is proud to offer Prestige Eastern Cedar fencing, a premium select 100% natural cedar known for its rich grain and vibrant colors. Prestige Eastern Red Cedar is harvested from trees that are native to the Missouri climate, and all components are custom cut for your fence at a specialized sawmill located in Southern Missouri. Prestige Rastern Cedar fence boards are composed of a significant portion of heartwood, making this fence system much stronger and more resilient than other common cedars which are composed almost entirely of sapwood.

Benefits of Prestige Cedar by Chesterfield Fence & Deck

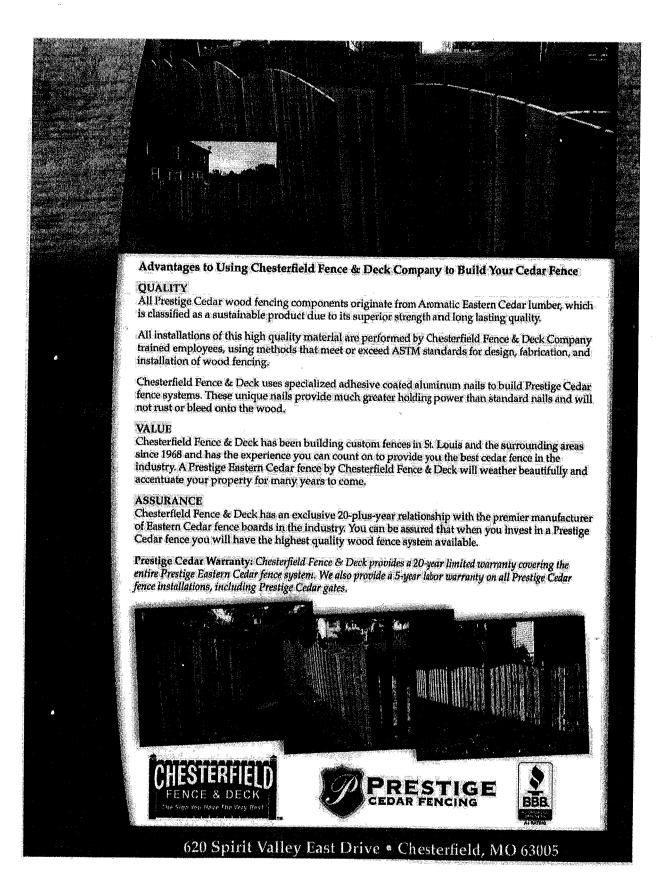
- The hallmark characteristic of Prestige Eastern Cedar is its natural durability. Its natural
 resistance to moisture, decay and insect damage make it the ideal choice for a surface that is
 constantly exposed to sun, wind, rain, heat and cold. The natural oils in Prestige Eastern
 Cedar act as a preservative to help resist rot, infestation and deterioration.
- Being native to the Missouri climate, Prestige Eastern Cedar will greatly outlast alternative wood products and is far stronger than wood imported from other regions.
- Prestige Eastern Red Cedar has twice the stability of other wood fence products. It lies flat, stays straight and holds fasteners tighter than other woods, and is less likely to twist and warp.
- A Prestige Cedar fence is a complete system, meaning the posts, pickets and rails are all made of the same type of wood, thereby creating a uniform and more aesthetically pleasing product.
- Prestige Cedar fence components are more substantial than typical wood fence products and even exceed industry standards in terms of dimension, strength and stability.





Previous Awards 2004-2006 & 2008-2018

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Chesterfield Fence & Deck Company, Inc.

AROMATIC EASTERN RED CEDAR 20 YEAR LIMITED WARRANTY

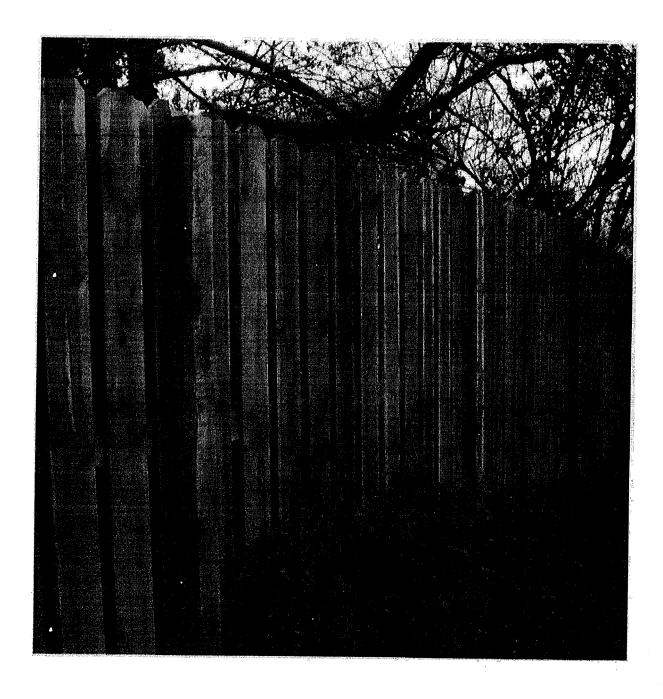


Chesterfield Fence & Deck Company warrants to the original purchaser the replacement, free of charge, of any wood fencing component supplied by Chesterfield Fence & Deck Company that fails within 20 years from the date of original purchase due to decay or insects EXCEPT failure resulting from the effect of salt water, failure resulting from the application of soil, mulch, bark, or other moisture-retaining material on fence pickets, failure resulting from acts of God and EXCEPT for failure resulting from any use of the wood fencing component(s) in a manner not intended. In all cases, the purchaser must pay all installation costs.

Chesterfield Fence & Deck Company does not authorize any person to create for it any other obligation or liability in connection with its products.

Fencing components claimed to have failed must be made available at the place of installation for inspection on behalf of Chesterfield Fence & Deck Company for the purpose of determining whether the claimed failure is covered by this warranty.





CHENTERIEL DEFENCE & DECK RENUME

SERVICES PROYIDED

Residential & Commercial Fencing, Railing, Gates, Electronic Gate Openers, Ducks, Patios, Retaining Walls, Surrooms, Screen Rooms, Windows, Pergolas

MISSION

To provide our clients with best in class customer service and quality.

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A.J. Brown Construction Bi-State Development Blake Properties Blanton Construction

C.P. Vatterou Construction

Chuck Garrison Construction

Columbia Properties

DeSheiler Homes, Inc.

Dominion Construction

D.R. Horton Homes Edison Properties

Epic Homes, Inc.

CCS Construction, Inc.

Haskins Commeting

Helkampf Construction

Ives Construction

Joe Burke Construction

Johnson Development

J.M. Marshuetz Construction

K.V. Sanders Company

Kemp Homes

Kozeny Wagner, Inc.

L.A. Schaefer Construction

Legend Homes of Missouri, LLC

Lipton Group

Marifin/Mehlman Development

McBride & Son Utomes

McNearney Homes

Paric Corporation

P.J. Priffi Custom Contracting

Ram Development, Inc.

Rowles Homes, Inc.

R.G. Brinkmann Construction

Saaman Corporation

Sachs Properties

Solon Gershman Inc., Realions

T.L. Vinyard & Associates

The Desco Group

The Peick Company

Jones/Centex Flories

THE Maryland Development, LLC

Vince Kelly Construction

Volumen & Sons Construction

Wachter, Inc.

Waverly Development

HIGH PROPILE PROJECTS COMPLETED BY CHESTERPOSED FENCE & DECK COMPANY

Charlie Gitte/s on the Hill, St. Louis Bread Company, St. Flags, Ya Ya's Restaurant, Romane's Macaroni Crit. Clashic-Inn, Bommarito Nissan, Grant's Farm, Busch Stadhum, St. Louis Zoo, Archdicasse of St. Louis, St. John's St. Ry, University of Missouri-Columbia Regional Hospital, Chesterfield Fire Protection District, Parkway School District, Kirlowood School District, Ladue School District, Chesterfield Athletic Association, Ellistific Abletic Association, Gyr of O'Fallon, City of Chesterfield, City of Glayton, City of Crestwood, City of Adaptewood, City of Rehmand Heights, St. Louis County Department of Highways & Traffic, Gentral County Emergency 911, Lambert Aitport, Fence Materials for The Statue of Liberty, The 2004 Presidential Debate-Washington University. The 2008 Vice Presidential Debate-Washington University, The Teareme Makerover Home Edition St. Louis Tence Project.

CELEBRATE CLIENTS

Ozzie Smith, Chris Carpenter, Adam Waimwright, Kyle McClellan, Jake Westbrook, John Mabry, Brett Geeil, Mike Leakt, Kohen Wong, August Busch Family, Trenc Green, Trany Banks & Ryan Tracker: STL Football, Barree Jackman & Alesander Steen STL Football, Barree Jackman & Alesander Steen STL Flockey, Jay Williamson: Pro Golfer, Chris Reguer: Fos 2 News, Steve Savard & Mult Sezesne Channel & News, Art Holiday & Jennifer Blome: Channel & News, Raudy Karraker Sports & Radio Host, George Noory Badio Talk. Show Host, Heather Hawk: Television-& Radio Host, Frank Barrmanito, Chuck Drury, Ballwin Mayor Boli, Jones, Porter Moser: Billikens Baskerball Couch, Woodly of The Woodly & Rizzuto Morning Show: 105.7 The Point, Debbie Monterey and Carol Daniel of KMON Radio, Courtney Landour of 198 Radio

Chesterfield Fence & Deck • Chesterfield Sunrooms • 620 Spirit Valley East Drive • Chesterfield, MO 63005 636-532-4054 • 1-800-300-4054 • Fax: 636-532-8011 • www.chesterfieldfence.com • www.chesterfieldsunrooms.com

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Chesterfield Fence & Deck Company, Inc. 620 Spirit Valley Drive Chesterfield MO 63005						INSURER C						
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Chesterlield Fence & Deck Company, Inc 620 Spirit Valley Dr Chesterlield MO 63005					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES HE CANCELLED REFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
CALCAST CONTRACTOR AND						AUTHORIZED REPRESENTATIVE						

ACORD 25 (2016/03)

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