

A RESOLUTION APPROVING AN AGREEMENT WITH SWEETENS CONCRETE SERVICES LLC FOR THE 2023 CURB IMPROVEMENT PROJECT.

WHEREAS, the City of Twin Oaks (the “City”) sought sealed bids for the provision of construction services for demolition, removal, disposal, and replacement of concrete curbs and the repair of asphalt shoulders on Big Bend Road and Meramec Station Road as described in the City’s Request for Proposals (the “2023 Curb Improvement Project”); and,

WHEREAS, in response to the Request for Proposals, the City received proposals from six (6) bidders to provide the desired 2023 Curb Improvement Project to the City; and,

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

WHEREAS, the City Clerk/Administrator and Mayor after reviewing the proposals using the Bid Evaluation Guidelines has determined that Sweetens Concrete is the lowest and best bidder; and,

WHEREAS, the Board of Aldermen has considered the recommendation from the City Clerk/Administrator and Mayor and has reviewed the bids under the Bid Evaluation Guidelines of Section 145.030 of the Twin Oaks Purchasing Code and has determined Sweetens Concrete’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:

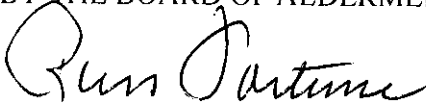
Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of Exhibit 1 (attached hereto and incorporated herein by reference) on behalf of the City of Twin Oaks with Sweetens Concrete Services LLC for certain curb improvement and related services for the Twin Oaks—2023 Curb Improvement Project (the “Agreement”), at a cost not to exceed \$24,602.70 as more fully set forth in the Contract.

Section 2. 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 (form affidavit included herein) that the Responder (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. Contractor shall also abide by Section 208.009 RSMo., that requires all applicants at the time of application for any contract provided by a local government to 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” which affirmative proof may 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 RSMo.

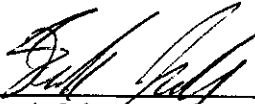
Section 3. This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 1ST DAY OF NOVEMBER 2023,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



Frank Johnson, City Clerk/Administrator

Exhibit 1

Twin Oaks, Missouri
CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____, 2023, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Sweetens Concrete Services LLC**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 450 E. 1st S, Wright City, MO 63390.

WHEREAS, in response to the City of Twin Oak's RFP requesting bid proposals for the Curb Improvement Project dated October 11, 2023, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for certain services relating to curb improvement project for specified areas on Big Bend Road and Meramec Station Road in Twin Oaks (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—2023 Curb Improvement Project* (hereinafter referred to as the "Services"). The entire agreement between the parties shall consist of this Executed City-Contractor Agreement and, without limitation, the following documents: Notice to Bidders, Plans and Specifications, Instructions to Bidders, and Bid Proposal Form.

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 Contractor also agrees to undertake the necessary steps to acquire approval from the St. Louis County Department of Transportation for the portion of the work that occurs in the St. Louis County right-of-way.

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. SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

The City and the Contractor understand that in the course of the Work, the Contractor may be required to close a lane of traffic on Big Bend Road and/or Meramec Station Road. The Contractor's Work must be scheduled and accomplished in stages such that thru traffic is maintained during the Work. It shall be the Contractor's responsibility to provide a traffic way that is usable in all weather conditions.

When it is necessary to close a lane of traffic, the Contractor agrees that it will be the responsibility of the Contractor to provide all necessary traffic control and safety barriers, signage, lane markers, and all other equipment that may be necessary to assure safe and least restrictive lane closure. At all times until the City's final acceptance of the Work, the Contractor shall provide and maintain such necessary traffic control and safety barriers, signage, lane markers, and all other equipment necessary to assure safe and least restrictive lane closure and provide watchmen and flaggers as may be necessary to properly protect the Work and provide for safe and convenient public travel. No additional payment shall be made for all necessary traffic control and safety barriers, signage, lane markers, and all other equipment that may be necessary to assure safe and least restrictive lane closure necessary to maintain traffic and to protect the Work and the public and all labor, equipment, and material necessary to accomplish this task shall be considered incidental.

Any injury to person or property due to the Contractor's failure to adequately provide all necessary traffic

control and safety barriers, signage, lane markers, and other necessary equipment—including, but not limited to, injury to the public, injury to the Contractor's or the City's employees, or damage to property—will be the sole responsibility of the Contractor and Contractor expressly holds City harmless and agrees to indemnify the City as set forth in the City's General Conditions which are attached and incorporated herein by reference. The Contractor's failure to adequately provide all necessary traffic control and safety barriers, signage, lane markers, and other necessary equipment indicating closure of a lane on Big Bend Road and/or Meramec Station Road south of its intersection with Big Bend Road shall be a material breach of this Contract.

III. COMPENSATION

The Contract Sum is Twenty-Four Thousand, Six Hundred Two Dollars and 70 Cents (\$24,602.70), which includes all compensation to Contactor due for the Work. Any additional Work not within the Base Bid that is hereinafter approved by the City in writing pursuant to a Change Order shall be completed for the unit prices set forth in the Contract Documents, if applicable.

IV. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted 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.

V. PERFORMANCE AND MAINTENANCE BOND

The Contractor shall also furnish within five (5) days of notification of contract award a satisfactory Performance and Maintenance Bond in the full amount of the Bid based on the bid quantities listed on the Bid Proposal form. The Performance and Maintenance Bond furnished shall guarantee the faithful performance of the Work and warrant the Work for the guaranty period established in this City-Contractor Agreement.

V. CONTRACT SCHEDULE

Time is of the essence. The Services shall be completed in a reasonable manner no later than December 31, 2023. In addition, no more than 30 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 hereto have signed this Agreement as of the effective date of Contract first above written.

SWEETENS CONCRETE SERVICES

By _____

Title _____

DATED: _____

CITY OF TWIN OAKS

By Ann Justice

Title Mayor

DATED: _____

ATTEST: _____

City Clerk

Exhibit A

Bid Proposal Form
CITY OF TWIN OAKS

Name of Company Submitting Bid: Sweetens Concrete

Name of Person Submitting Bid: Kyle Roettger

Address: 450 E 1st St S.
Wright City, MO. 63390

Telephone Number: 636-237-5194

Email: kroettger@sweetensconcrete.com

2023 Curb Improvement Project					
Base Bid					
Item No.	Description	Units	Quantity	Unit Price	Total
1	6" Concrete Curb and Gutter – Section 1	LF	350	68	23,800
2	Asphalt Shoulder Repair – Section 2	SF	5	164.10	802.50
<i>Total Charges for Base Bid</i>					24,602.50

*Note: Linear feet and square feet are approximate. Specific locations for the work will be identified by the City of Twin Oaks with paint markings.