

CONTRACT

THIS AGREEMENT, made as of the _____ day of _____, 20____, by and between The City of University City, MISSOURI (here in after called the CITY) and Shawnee Mission Tree Service dba Arbor Masters Tree Service ,a Kansas Corporation with offices at 8250 Cole Parkway, Shawnee, Kansas 66227 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to proceed with Emerald Ash Borer Contract, hereinafter called the PROJECT, in accordance with the Specifications and Contract Documents prepared by the City of University City.

NOW, THEREFORE, The CITY and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the PROJECT, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract.

- a. Contract Time: Work under this Agreement shall be commenced upon written Notice to Proceed and shall be completed within one hundred (100) calendar days of the authorization date in the Notice to Proceed.
- b. Liquidated Damages: The Contractor hereby expressly agrees to pay the City the sum of two hundred dollars (\$200.00) per day for each and every day, Sundays and legal holidays only excepted, after calendar days have expired during or upon which said work, or any part thereof remains incomplete and unfinished.
- c. Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the City. No subcontractor shall further subcontract any of their work.

THE CITY AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, the amount as stipulated in the Proposal, which is:

Forty-Nine Thousand Eight Hundred Seventy Dollars and No Cents (\$49,870.00).

Final dollar amount will be computed from actual quantities/services provided as verified by the Director of Parks, Recreation and Forestry and in accordance with the unit prices set out in the Proposal.

CONTRACT DOCUMENTS:

The Contract comprises the Contract Documents as bound herein. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- A. Contract (This Instrument)
- B. Addenda to Contract Documents
- C. Conditions of the Contract

- D. Remaining Legal and Procedural Documents
 - 1. Proposal
 - 2. Instruction to Bidders
 - 3. Invitation for Bids
- E. Job Special Provisions
- F. Bonds/Attachments
 - 1. Performance/Payment Bond
 - 2. Bid Bond

AUTHORITY AND RESPONSIBILITY OF THE PARKS, RECREATION AND FORESTRY DIRECTOR:

All work shall be done under the general inspection of the Director of Parks, Recreation and Forestry or his designee. The Director of Parks, Recreation and Forestry or his designee shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and rate of progress of work, interpretations of specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the City and Contractor respectively and their partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligation hereunder without consent of the other party.

The Contract contains a binding arbitration provision that may be enforced by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

(SEAL)

Attest:

Title: _____

By (signature): _____

Contractor (print): _____

Date: _____

(SEAL)

Attest:

By: LaRotha Greese
City Clerk

Date: 10/19/2020

CITY OF UNIVERSITY CITY

By: John J. Mulgany
City Attorney

Date: 10-19-2020

CITY OF UNIVERSITY CITY

By: [Signature]
City Manager

Date: 10/19/2020

EXHIBIT A

Base Bid

6850	Roberts	1	
6853	Roberts	1	
6842	Roberts	1	
6834	Roberts	2	
6830	Roberts	1	
6824	Roberts	1	
6820	Roberts	1	
6815	Roberts	2	1 Across the street
6823	Julian	1	
6834	Julian	1	
6856	Julian	1	
7000	Julian	1	
7007	Julian	1	
7015	Julian	2	
7019	Julian	1	
7021	Julian	1	
7024	Julian	1	
7025	Julian	2	
7032	Julian	1	
7033	Julian	1	
7035	Julian	1	
7039	Julian	1	
7040	Julian	1	
7044	Julian	1	
7041	Julian	1	
7045	Julian	1	
7054	Julian	1	
7060	Julian	1	
7068	Julian	1	
7065	Julian	1	
7071	Julian	1	
7420	Anrose	1	
7414	Anrose	1	
7408	Anrose	1	

Alternate Bid

7445	Saleen	1
7441	Saleen	1
7421	Saleen	1
7408	Saleen	1
7401	Saleen	1
7420	Saleen	<u>1</u>
		6

7444	Saleen	1
7434	Saleen	<u>1</u>
		2