

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 Gamma Tree Experts, a company with offices at 1564 North and South, University City, MO 63130 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to proceed with Project No. PK20-001 – Tree Trimming 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 and fifty (150) 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:

One Hundred Seventy-Four Thousand Four Hundred Forty-Seven Dollars and No Cents (\$174,447.00).

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.

(See following pages)

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:

CITY OF UNIVERSITY CITY, MISSOURI

By: Loretta Reese
City Clerk

Date: 10/19/2020

CITY OF UNIVERSITY CITY

By: John A. Mulgund
City Attorney

Date: 10-19-2020

CITY OF UNIVERSITY CITY

By: [Signature]
City Manager

Date: 10/19/2020

EXHIBIT A

Ward 1

Northmoor Dr.	Big Bend to 7388	125	
Lindell	Big Bend to Forsyth	93	
Maryland	Big Bend to Forest Park Parkway	94	
Westmoreland	Maryland to Big Bend	111	
Pershing	Rossi to Big Bend	107	
Waterman	Rossi to Big Bend	99	
Williams	Kingsbury south to Wellesley	33	
Kingsbury		55	
Mayflower Ct	Entire Block	17	
Spoon Dr	McKnight to dead end	30	
Putter In	Entire block	12	
Old Bonhomme	McKnight to I-170	13	
Swarthmore	Groby South to Old Bonhomme	47	Include Islands
Stanford	McKnight East to Dead end	24	
Cornell	Gannon to Dead End West of Oak brook	<u>16</u>	
		876	
Midiron ave	Entire block	7	
Forsyth	Forest Park Parkway to Big Bend	81	
Wellesley	Kingsbury south to dead end		
	Wellesley to Big Bend SOUTH SIDE OF STREET ONLY	<u>29</u>	
		117	

Ward 2

Briarwood In	Entire Block	16
Abbeville	Entire Block	36
Jeanerette	Entire Block	33
Peach tree	Entire Block	20
Burr Oak	Entire Block	9
Warder	Burr Oak North to Dead End	8
Wild Plum	Blackberry North to Dead end	16
Gannon	Berick to Jackson	204
Cornell	Gay ave East to Jackson	167
Stanford	Gay ave to Hanley/Cornell	<u>126</u>
		635

Amherst	Jackson West to dead end	76
Greenshire ct	Entire Block	<u>20</u>
		96

Ward 3

Elmore ave	Woodson to Grant dr	52	
Richard ave	Woodson to Grant dr	48	
Orchard ave	Woodson to Grant dr	50	
Appleton dr	Woodson to Coolidge dr	14	
Kempland Pl	Woodson to Kaufman Park	14	
Sheridan Dr	Kempland to Olive	29	
Coolidge Dr	Kempland to Archer	30	
Archer ave	Cooldge to Grant	22	
Fullerton	Kempland to deadend East	19	
Braddock	Fullerton to Laughlin	30	
Seville ave	Braddock to Tamerton	11	
Tamerton	Fullerton to Appleton	5	
Laughlin	Canton to Parkway	13	
Parkway ave	Enitre Block	22	
Appleton dr	Braddock to Laughlin	22	
Haffner Pl	Whole Block	21	
Laughren	Enitre Block	14	
Vardamen	Enitre Block	13	
Roberts	Pennsylvannia to Purcell	17	
Melrose	Pennsylvania to Purcell	14	
Raymond	Partridge to Ferguson	33	
Purcell	Bartmer North to Roberts	13	
Julian	Partridge to Sutter	102	
Corbitt	Pennsylvannia to Ursula	10	
Corbitt	Belrue to Sutter	25	
Etzel	Olive to Sutter	102	
Ursula	Julian to Etzel	12	
Belrue	Julian to Kingsland	12	
Crest	Purcell to Ferguson	22	Include Islands
Crest	Sadler to Sutter	78	
Chamberlain	Cul-de-sac West of Ferguson to Sutter	<u>77</u>	
		946	
Bartmer	Olive East to Sutter	78	
Colby	Bartmer North to Purcell	15	

Roth	Colby North to Etzel	26
Vaughn	Entire Block	20
Arcadia	Partridge to Etzel/Pennsylvania	<u>6</u>
		145