



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, February 9, 2026
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS (Acknowledgement)

E. APPROVAL OF MINUTES

1. January 26, 2026 Draft Regular Meeting Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

G. SWEARING IN TO BOARDS AND COMMISSIONS

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Request to Address the Council Forms are located on the ledge just inside the entrance of the Council Chambe. Please complete and place the form in the basket at the front of the room.

The public may also submit a written comment ahead of the meeting. Comments must be received **no later than 12:00 p.m. on the day of the meeting.** Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to the City Council prior to the meeting. Comments will be made as part of the official record and made accessible to the public online following the meeting. Please note, when submitting your comments, a **name and address must be provided.** Please also not if your comment is on an agenda or non-agenda item. If a name and address are not provided, the comment provided will not be recorded in the official record.

I. COUNCIL COMMENTS

J. PUBLIC HEARINGS

K. CONSENT AGENDA (1 voice vote required)

1. Replacement Trash Transfer Trailer (Fleet)
2. Firehouse No. 2 Kitchen Repair/Replace
3. Contract with Monster Tree Service for the Annual Tree Trimming Project - PRF26-10-0019
4. Ratification - MGT - Budget Consultant

L. CITY MANAGER'S REPORT – (voice vote on each item as needed)

1. City Manager Updates
2. City Manager Executive Search Update (Lee Szymborski)
3. Ruth Park Driving Range Proposal

M. UNFINISHED BUSINESS (2nd and 3rd readings – roll call vote required)

None

N. NEW BUSINESS

Resolutions (voice vote required)

None

Bills (Introduction and 1st reading - no vote required)

None

O. COUNCIL REPORTS/BUSINESS

1. Board and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business

P. CITIZEN PARTICIPATION (continued if needed)

Q. COUNCIL COMMENTS

R. EXECUTIVE SESSION (*roll call vote required*)

Motion to go into a Closed Session according to Missouri Revised Statutes 610.021 **(1)** Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives or attorneys and (13) Individually identifiable personnel records, performance ratings or records pertaining to employees.

S. ADJOURNMENT

The public may also observe via:

Live Stream via YouTube: https://www.youtube.com/channel/UCyN1EJ_-Q22918E9EZimWoQ

NOTE (6/20/25 Update):

- **The only entrance for City Council meetings will be via the WEST side door (Trinity Ave.)**

Posted February 6, 2026.

MEETING OF THE CITY COUNCIL
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6801 Delmar Blvd., University City, Missouri 63130
Monday, January 26, 2026
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on Monday, January 26, 2026, Mayor Terry Crow called the meeting to order at 6:32 p.m.

B. ROLL CALL

In addition to the Mayor, the following members of Council were present:

Councilmember Stacy Clay
Councilmember John Tieman; *excused*
Councilmember Steven McMahon
Councilmember Lisa Brenner
Councilmember Dennis Fuller
Councilmember Bwayne Smotherson

Also, in attendance were Acting City Manager Brooke A. Sharp, City Attorney John Mulligan, Jr., Interim Parks, Recreation & Public Area Maintenance Director James Krischke, State Representative Jeff Hales, Senator Brian Williams, and Brandon Harp, President of Civil Engineering Design Consultants.

C. APPROVAL OF AGENDA

Mayor Crow stated that during the Study Session, Mr. Rose asked that Item K (2); TIPS Contract #23010402, Specialized Preconstruction and Construction Services for Recreational Facility Improvements, be removed from the Consent Agenda and added to the City Manager's Report.

Councilmember Smotherson moved to approve, it was seconded by Councilmember Fuller, and the motion carried unanimously.

Councilmember McMahon moved to approve the Agenda as amended, it was seconded by Councilmember Smotherson, and the motion carried unanimously.

Mayor Crow stated that he would like to recognize the 56th anniversary of Detective James E. Boevingloh's end of watch, when he was shot and killed in the line of duty on January 23, 1970.

D. PROCLAMATIONS (Acknowledgement)

1. Floyd and Cora Henderson – 65th Wedding Anniversary
2. Condolences to Mr. Herman E. Shaw; *(for his dedicated service to the University City School District 1968-2000.*

Mayor Crow noted that both Proclamations had been signed by all members of Council.

E. APPROVAL OF MINUTES

1. January 12, 2026, Draft Regular Meeting Minutes; (limited audio available), was moved by Councilmember Fuller, it was seconded by Councilmember Clay, and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Jeffrey Glogower is nominated for appointment to the Traffic Commission by Councilmember Steve McMahon, it was seconded by Councilmember Clay, and the motion carried unanimously.

G. SWEARING IN TO BOARDS AND COMMISSIONS

None

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

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Citizen Comments

Hannah Brick, 1079 Wilson Avenue, U City, MO

Ms. Brick thanked all of the City workers who maintained the streets and public areas during this inclement weather. Ms. Brick stated that while they have not received any updates about the buyout since the last Council meeting, they did receive an automated water alert message on Friday, January 23rd, at 10 p.m.

from the USGS Monitoring Gauge for the River des Peres. The message stated that as of 7:50 p.m., the river was at 21.3/7 feet, which was shocking because they had experienced flooding when the River reached 14 feet. Ms. Brick stated that they later came to understand that this reading, which was removed from the online data set, must have been in error. The temperature was 4 degrees when the reading was taken, so they placed no blame on the equipment or the operators for this error. However, for the past several years, they have come to rely heavily on the USGS Monitoring Gauge, as well as the City's Flood Warning System and rain gauges. During heavy rains, they check both of these regularly to help them prepare for flooding. So, given the recent error, she would like to make sure that regular maintenance is performed to ensure that she and her neighbors will have accurate, real-time information about their risk level.

Ms. Brick stated that they remain hopeful and look forward to receiving any new information that can be provided about the buyout. Thank you.

I. COUNCIL COMMENTS

Councilmember Fuller stated that this year, it was a pleasure not to receive a plethora of phone calls regarding street cleaning during the recent storm, and he would like to personally thank everyone who made that happen.

Councilmember Fuller stated that he and Councilmember Tieman would like the community surrounding MSD's project to know that they are not walking away from this issue.

He stated that they have had significant ongoing discussions after the last Council meeting regarding the points that were raised about the loss of property value and the loss of revenue from tax dollars. Councilmember Fuller stated that an individual from MSD's public relations department informed them that those issues would have to be discussed with the Board. So, this is a reminder to Mr. Rose and his staff of the need for MSD to get back to the City with a response.

Mayor Crow stated that U City lost one of the most engaged citizens he has ever had experience with in the passing of Margaret Flowing Johnson, who died on January 20th, at the age of 86. Not only was she a long-time resident of U City, but she was also an activist for many causes throughout the country. Ms. Johnson was born in Des Moines, Iowa, and graduated from Kansas State University with a Master's Degree in Math. She was instrumental in making changes in the St. Louis activist community involving the abuse of women; Women's Take Back the Night, the creation of a domestic shelter; Women's Safe House, co-founder of Show Me Equality, and SAGE for older members of the LGBTQ community. Kris Kleindienst, owner of Left Bank Books, said, *"She didn't always agree with her, but she always knew where she stood. She preferred direct action and civil disobedience. If you are in the St. Louis streets today as part of your activism, you are standing on Flowing's shoulders."* Mayor Crow asked everyone to join him in asking that she rest in peace and be dancing with her partner, Marsha Levin, who preceded her in death.

J. PUBLIC HEARINGS

None

K. CONSENT AGENDA - (1 voice vote required)

1. Aquatic Center Management Agreement with Midwest Pool for the operation of the Heman Park Pools and Splash Pad for the 2026 season.
2. TIPS Contract #23010402, Specialized Preconstruction and Construction Services for Recreational Facility Improvements Exhibit A - Technical Specifications, PRP-2026-001 in the total amount of \$575,000 for Heman Park Athletic Court renovations; *(removed to City Manager's Report)*

Councilmember McMahan moved to approve Item 1 of the Consent Agenda, it was seconded by Councilmember Brenner, and the motion carried unanimously.

L. CITY MANAGER'S REPORT – (Voice vote on each item as needed)

1. TIPS Contract #23010402, Specialized Preconstruction and Construction Services for Recreational Facility Improvements Exhibit A - Technical Specifications, PRP-2026-001 in the total amount of \$575,000 for Heman Park Athletic Court renovations

Mr. Rose stated that staff is recommending that Council consider the TIPS Contract in the amount of \$575,000 for Heman Park Athletic Court renovations. He stated that additional details of this contract will be presented by Interim Parks, Recreation & Public Area Maintenance Director James Krischke.

Mr. Krischke stated that this is an agreement to complete the project initiated through the Parks & Recreation Grant received from St. Louis County. The full amount of the grant is \$575,000, which is the exact amount of the contract to complete the construction of the three Pickleball courts, three basketball courts, and the mini pitch. This agreement is with Byrne & Jones Construction, which has done a lot of work for the City and was instrumental in the design and engineering work that set this plan into action. Byrne & Jones Construction is known throughout the St. Louis area as an expert in the area of outdoor athletic facilities.

Councilmember Smotherson stated that after reading through all of the information, which included the renderings, he was unable to determine exactly what the finished product was going to look like. Will there be new concrete, walkways, and benches? Mr. Krischke stated that he would agree that the renderings are not as detailed as they should be. However, everything will be totally renovated. The existing basketball courts will be transformed into three Pickleball courts. The basketball courts will be on the opposite side of the Pickleball courts, and the mini pitch will be a standalone facility with a tailored court and fencing. There will be a concrete walkway that interconnects with all three activities, but that, along with benches and landscaping, will be completed by staff once the project is completed.

Councilmember McMahan moved to approve, it was seconded by Councilmember Fuller, and the motion carried unanimously.

2. City Manager Updates

- Legislative Update: (Representative Jeff Hales)

Mr. Rose asked the Mayor if he would introduce this next item.

Mayor Crow stated that this evening they are pleased to be joined by two of the area's legislators, one of whom has had the esteemed history of being a member of this body, who will provide Council with a legislative update, State Representative Jeff Hales.

Representative Hales stated that he hopes Council did not mind his plus one tonight, and while he is glad that this visit is under different circumstances, it's always good to be back again.

Representative Hales stated that while he had hoped to be able to announce that he and his partner, Senator Brian Williams, had successfully pushed a hotel tax through the House, given that the City is getting its first hotel, the real purpose of this meeting is about something that is very important to him. Having had the absolute pleasure of serving on this Board for almost seven years, it is with an extraordinary sense of honor and privilege to present City Manager Gregory Rose with this Resolution from the Missouri House of Representatives:

"WHEREAS, Gregory Rose, City Manager of University City, will officially retire, effective February 6, 2026, marking the conclusion of a distinguished thirty-year career in public service, including two leadership tenures in one of St. Louis County's largest and most diverse suburbs, and

WHEREAS, as a stalwart leader, Gregory Rose has demonstrated an unwavering commitment to transparency and communication throughout his career, and has been hailed for his strength and reliability during three natural disasters that included two floods and one tornado that ravaged the City, and

WHEREAS, over the last eight years, Gregory Rose has guided University City through one of the most transformative periods in modern history, advancing major redevelopment, critical infrastructure improvements, financial stability, and community resilience, and has ushered in a landmark 211 million dollar development effort that has redefined the Olive Boulevard and I-170 gateway, and

WHEREAS, under his steadfast leadership, Gregory Rose has advanced long-awaited upgrades to essential public facilities, including a permanent headquarters for the University City Police Department after more than a decade of operating out of temporary trailers, and a new permanent home for the University City Municipal Court, both of which will restore stability, efficiency, and professionalism to fundamental services, and

WHEREAS, after a storied career in public service that has earned him widespread respect for integrity, operational excellence, fiscal responsibility, and commitment to an inclusive community development, Gregory Rose will now devote time and energy to his family, who supported him throughout a demanding tenure marked by long hours.

NOW THEREFORE BE IT RESOLVED, that we, the members of the Missouri House of Representatives' 103rd General Assembly, join in expressing our utmost appreciation to Gregory Rose for his three decades of distinguished public service, including his impactful and dedicated service to University City, its citizenry, and those who serve.

BE IT FURTHER RESOLVED, that the Chief Clerk of the Missouri House of Representatives has been instructed to prepare a properly inscribed copy of this Resolution for Gregory Rose, as a mark of our esteem for him."

Representative Hales stated that it was his honor serving alongside Mr. Rose and the other members of Council. And with that, he will turn it over to Senator Williams.

Mayor Crow acknowledged the presence of Senator Williams by stating that they were glad to have him here this evening.

Senator Brian Williams stated that while it is good to be here, he is going to be a lot shorter than Representative Hales. Senator Williams stated that he is not only coming as someone proud to represent this community in the Missouri Senate, but he is also proud of living here. Moreover, as a resident, he can say that he is proud because of the work everyone has done for this community; work that has been made possible because of Gregory Rose. So today, he wanted to acknowledge his service to this community and the region.

Senator Williams stated that he and Mr. Rose have worked very closely with each other over the years, and he cannot put into words how helpful Mr. Rose has been in helping him navigate so many things early on in his career. That's why presenting this Resolution to Mr. Rose on behalf of the Missouri Senate today is an exciting opportunity for him and his family, and a bittersweet day for the community of University City. He stated that for those who are not familiar with his District, he represents roughly 46 cities, which has provided him with a front row seat for seeing exactly where University City lines up with so many different communities throughout the region and State. As a result, he would be remiss if he did not say that University City has become a first-class city, not only because of this Council, but clearly because of its professional staff. So, while his hope for Gregory's retirement is that he will be able to spend more time with his family, who provided him with the opportunity to represent this community, he also hopes that he will enjoy the pleasures of doing something that most career public service professionals don't get to do, and that is to take time for themselves and partake in other endeavors, irrespective of whether they are enhancing the quality of life for others.

Senator Williams stated that on behalf of the members of the Missouri Senate's 103rd General Assembly, they applaud the accomplishments Gregory has garnered thus far in his life, and join in congratulating him on his retirement from public service. He stated this comes not only from his colleagues in the Senate, but the Secretary of the Senate, who has properly inscribed a copy of this Resolution in the records of the Missouri Senate, which has been signed and adopted today, as Senate Resolution Number 553. Thank you for your service and your friendship.

(Brief pause taken for photographs)

Citizen Comments

Michael Alter, 6605 Delmar, U City, MO

Mr. Alter stated that he is the owner of Fitz's and is here tonight to express his appreciation for all of the hard work Mr. Rose has done on behalf of U City. He stated that while today, he is the Vice Chair of the LSBD, in the past, he has been the President, and over the course of his career, he has spent most of his adult life on Delmar.

That's why he believes that Delmar would not be what it is today without the time, effort, and commitment City Manager Rose has put into it. Mr. Alter stated that Gregory has been a great partner for Delmar, The Loop, and the entire City, and is going to be missed by him personally, and by members of his Board. You will not be forgotten, and therefore, they all wish him nothing but happiness and success in his future endeavors. Thank you.

3. EDRST Funding - C-17 Commissary Project – 8021 Olive Blvd.

Councilmember McMahon moved to approve, it was seconded by Councilmember Smotherson.

Councilmember Brenner asked if the City has any indication of whether this project will take runoff into consideration so that it hopefully improves this lot and decreases runoff into the River des Peres? Mr. Rose stated that a representative for the developer is here, and he would ask them to respond to this question.

Brandon Harp, President of Civil Engineering Design Consultants, 10820 Sunset Office Park, St. Louis, MO 63127

Mr. Harp stated that he is the Civil Engineer of record regarding the site development design for this project, and they have complied with all of the City's Stormwater ordinances and specifications, all of the Metropolitan St. Louis Sewer District's ordinances and specifications, as well as St. Louis County. He stated that they have obtained approval from MSD, St. Louis County, and MoDOT, and they have addressed stormwater by following all of the ordinances under the authorities that have jurisdiction over this property.

Councilmember Brenner asked Mr. Harp if he could provide her with any specifics on how this stormwater is being managed? Mr. Harp stated as you know, the site was fully developed prior to their development plans, so they have added some additional green space on landscaped islands in the interior part of the property, which is permeable and helps reduce runoff. Their connection point into the River des Peres is in the same location as it is today, so they are using the existing storm sewer system that discharges into the River des Peres, adding additional green space, addressing water quality with a proprietary underground BMP system, and following the ordinances of the authorities that have jurisdiction.

Voice vote on Councilmember McMahon's motion to approve carried unanimously.

4. Discussion and Direction on CALOP Funding Application

Mr. Rose stated that included in the Council's packet are minutes regarding the final actions taken by the now-defunct CALOP Commission. So, staff is asking Council to identify any necessary changes and provide direction on how to use that information contained in the minutes to disburse the remaining funds.

Councilmember Smotherson stated that as a former Council liaison for CALOP, he would like to note that CALOP's last recommendation was to donate \$50,000 to the high school's fund. So, he's wondering whether this is something that can be addressed tonight, either by approval or a vote?

Mayor Crow informed Councilmember Smotherson that no vote would be taken tonight on the distribution of any funds.

Councilmember Smotherson stated that another part of CALOP's recommendation was to have Arts & Letters take over the remaining funds and distribute the monies as needed. He stated that the application is fine, and since Arts & Letters handled the Levy Scholarship, which is a public arts program, for 40 years, they are already set up to handle CALOP's recommendation. Therefore, his suggestion would be for the Council to move forward with their requests.

To Councilmember Smotherson's point, Councilmember Clay stated that based on the information he received, his understanding was also that CALOP had requested funds be set aside for the high school and Arts & Letters. So, while he is fine with the application, from a process perspective, what would it take to actualize CALOP's recommendations?

Mayor Crow stated he thinks that Councilmembers Smotherson and Clay may be racing to a point that has not been established yet, because any recommendation made by an entity such as CALOP is simply that, a recommendation to Council. Nor does he think Council intends to abdicate its responsibilities to CALOP by simply rubberstamping their recommendation. Mayor Crow stated that the application process was something Council asked staff to develop so that entities would have an opportunity to apply for these funds, and a number of entities have already come before Council with their requests. So, is Council now being asked to just go by what CALOP wanted and give the rest of the money to Arts & Letters to administer?

Councilmember Clay stated his understanding is that Council routinely takes recommendations from its Boards and Commissions. So, what is the process for handling this recommendation? Does Council need to vote on it?

Mayor Crow stated that unless he is missing something, CALOP made these recommendations, and Council asked staff to develop an application process that would allow organizations to apply for the funds.

Councilmember Clay stated if it's correct that \$50,000 only represents a portion of CALOP's funds, what is the total amount they have?

Mr. Rose stated that the total amount in the CALOP Fund is approximately \$154,000.

Councilmember Clay stated that when other Boards and Commissions make recommendations, Council votes on them. So, if the Commission recommended that \$50,000 go to the high school, then the remaining funds just need to go through the application process.

Mayor Crow stated if that is the direction Council is going, then it's an action that will have to be taken up at some point in time, because he does not believe that an agreement was ever reached to simply follow CALOP's recommendation and give the \$50,000 to the high school. Not that he is opposed to doing it, it's just not where Council landed on this issue. Mayor Crow asked Mr. Rose if it was correct that this was not an agenda item that required a vote, but rather, a discussion about the application itself, and the entities that want to apply for these funds?

Mr. Rose stated that this agenda item was presented consistently with the directions he received from the Mayor and Council to prepare a funding application. However, tonight, staff is asking the Council to identify any necessary changes and to provide them with directions on how to disburse the remaining funds.

Councilmember Brenner stated, just to clarify, the \$50,000 is for an endowed scholarship to be distributed in \$2,000 awards each year. At the time she was informed that this was going to occur, she was the School Board's representative on CALOP, but then there was a communication breakdown between the Commission and the Council, and it was never approved. Councilmember Brenner stated that she personally thinks that all of the paperwork for the scholarship fund was done very professionally, and after talking to Dr. Hardin Bartley about it, she was informed that it has been updated. She stated that it was a very frustrating process, so rather than making them go through it again, if the Council agrees, she would like to see this piece move forward.

Councilmember Brenner stated that her second comment is about the actual application. She stated that her suggestion is that if Council decides to use this application, a statement about what the original purpose of CALOP funds was designed to address should be added, along with a question asking how the applicant's proposal relates to that intent.

Councilmember Smotherson stated that while he does remember talking about putting the application process together, he did not know it was going to be handled by the Council. So, he apologizes if that was a misunderstanding on his part. But again, all he is asking Council to do at some point in time is address CALOP's last recommendation, because he is in agreement with Councilmember Brenner's position to move the \$50,000 recommendation forward to the high school.

Councilmember McMahon stated that he's been trying to think back because his first liaison assignment was to CALOP. But, he does not recall CALOP needing to come before Council for approval when they gave out their grants, so they did have a different process. Of course, this situation is different and may go beyond the scope of their typical recommendations since they were faced with the decision of how to wrap up their business. Except, CALOP never had to go away because they lacked an ongoing revenue source, and while he's not sure if that fits the same dynamic, it is the reason why this whole thing fell in Council's lap. So, the process question he would have is whether this is a recommendation they could even make to Council at this stage of their operations?

Citizen Comments

Rick Ruderer, 365 Mission Court, U City, MO

Mr. Ruderer congratulated Mr. Rose on his retirement and thanked him for all of his service. He stated that he was the last President of CALOP, and at the close of their operations, it appears as though a couple of balls were dropped.

Mr. Ruderer stated that had they known there was \$154,000 in their fund, CALOP would have never ceased operations. So, while he is definitely curious about where that additional \$100,000 came from, his assumption is that it was probably from grants that were never fulfilled. That said, when they closed CALOP, they were told that there was only \$58,000 left in the fund. The Commission met and determined that the last \$50,000 of that money should go to a scholarship for videos, since that was CALOP's purpose, and then there would be an ongoing scholarship to last for 25 or 30 years. But to Councilmembers Smotherson's and McMahon's point, CALOP never had to present anything to Council for approval of its grants. So, when he resigned from CALOP and the organization closed, no one ever said that there was an issue with their recommendation. The minutes and all of the paperwork were done properly, it just seems to have fallen through the cracks. Nevertheless, he hopes that Council will fulfill their request that \$50,000 be spent on scholarships for videos.

However, as far as future CALOP funding, he stated that he has looked over the applications and thinks that Councilmember Brenner has a valid point. There are a number of things that he does not think are correct in the application for these kinds of funds that goes against CALOP's and the Arts & Letters Commission's morality of intention. As someone who has served on both Commissions, he does not necessarily believe that the funds should go to Arts & Letters because right now, Arts & Letters has very limited funding, and he has been trying for a year to get the Council to approve allowing them to get sponsorships for their concerts outside of the City. But he has never heard anything else about it. Mr. Ruderer stated that he would like to see the application process evolve to prohibit corporations from applying, and that CALOP's funds be tied to organizations or individuals with a request for a film, event, or public projects, who can demonstrate that they have access to other sources of funding or can match CALOP's funding. So that it's not just "*Here's your check,*" and they disappear. Mr. Ruderer stated that he would be happy to take any questions about how the Commission worked.

Mayor Crow informed Mr. Ruderer that because of his history with CALOP staff would probably be in contact with him.

And while he thinks every member of Council has served as the liaison to CALOP at some point in time, he appreciates the insight provided as to the final actions and workings of CALOP. Thank you.

Councilmember Smotherson stated that the Arts & Letters Commission utilizes the same process as CALOP, because when they selected the public art from Wash U, they were not required to report to Council, and simply made their decisions based on which pieces they wanted. So again, this Council can decide on how they want to proceed, but as the Council liaison, he was just following up on CALOP's last recommendation.

Councilmember Clay asked Mr. Rose if he had the direction he feels staff needs to take the next steps? Mr. Rose stated that it seems as though Council still wants to proceed with the application process and to distribute that application to those agencies that have indicated a desire to receive a portion of the funds. Doing so will not exclude the School District from receiving the \$50,000 recommended by CALOP, but it very well could mean that they will need to go through a different process. He stated that Council will be briefed on each of the proposed projects.

Councilmember Clay stated in response to Councilmember McMahon's point that he thinks yes, if they could go back in time, they might have closed down this Commission that had dollars differently, and he thinks certainly today, Council would have undertaken a different process, and the communications afterwards would be far more robust. He stated that he worries a little bit about Council making the perfect, the enemy of the good. Because what they have from CALOP are minutes and a properly recorded vote, and to him, that seems sufficient information to make a good decision. But if it is the will of his colleagues to have the School District go through an additional process, then so be it. He stated that it also seems a little bureaucratic, but again, he will defer to his colleagues.

Mayor Crow stated everyone has heard the accolades for Mr. Rose, knows that this is going to be his last Council meeting, and that there is going to be a little bit of a transition going forward. We all recognize that there are some gray areas here, so, whether we like it or not, his guess is that there are going to be conversations between Gregory, Brooke, and staff as to their next steps. Therefore, his only request is that they not sit on the \$154,000, drooling it out here, there, and yonder, but that they work through this to get the money out, be done with it this year, and not allow this to take away from other things that will probably have a greater impact on the community.

Mayor Crow stated that he would tend to agree with Councilmember McMahon, in that when you're winding down a Commission that has this much money, it is probably the City Council's role to step in and say where it should go. He stated that although he does not necessarily have an opposition to the money going to the School District, he does have questions about the City giving it to another Commission to distribute, and would much rather go through the application process.

Councilmember Brenner concurred with Councilmember Clay's comment to move forward on the School District part of this funding and use the application process for the remaining funds.

Councilmember McMahon stated he would agree that including the original intent of CALOP and the need to have matching funds in the application are great ideas. Not that they would be dispositive or kick anybody in or out, but it could be something Council weighs as part of their decision. So, putting that information in the application makes sense to him.

Councilmember Smotherson concurred with Councilmembers Brenner, Clay, and McMahon's comments to move this forward and give the \$50,000 to the School District.

M. UNFINISHED BUSINESS - (Roll call vote required for 2nd and 3rd readings)

Mr. Mulligan stated that with respect to Bill Number 9578, after the introduction and first reading, the lender for this project requested several relatively minor revisions. Those revisions, Exhibit B, the Trust Indenture, and Exhibit D, the Lease Agreement, were included in Council's packet for consideration. If Council is inclined to accept the revisions, then a motion to amend Bill Number 9578 to include the revisions as a part of the amended Bill on file with the City Clerk may be made.

Councilmember Clay moved to approve Amended Bill Number 9578, it was seconded by Councilmember McMahon, and the motion carried unanimously.

- 1. Amended Bill 9578** - AN ORDINANCE AUTHORIZING THE CITY OF UNIVERSITY CITY, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (8021 OLIVE BOULEVARD PROJECT), SERIES 2026, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH. Bill Number 9578 was read for the second and third time.

Councilmember Fuller moved to approve, it was seconded by Councilmember McMahon.

Roll Call Vote Was:

Ayes: Councilmember McMahon, Councilmember Fuller, Councilmember Smotherson, Councilmember Clay, and Mayor Crow.

Nays: Councilmember Brenner.

- 2. Bill 9579** - AN ORDINANCE APPROVING A FINAL PLAT FOR A MINOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS "PURDUE AVENUE LOT SPLIT." Bill Number 9579 was read for the second and third time.

Councilmember Smotherson moved to approve, it was seconded by Councilmember Fuller.

Roll Call Vote Was:

Ayes: Councilmember Brenner, Councilmember Fuller, Councilmember Smotherson, Councilmember Clay, Councilmember McMahon, and Mayor Crow.

Nays: None.

N. NEW BUSINESS

Resolutions - (Voice vote required)

None

Bills - (No vote required for introduction and 1st reading)

None

O. COUNCIL REPORTS/BUSINESS

1. Board and Commission appointments needed
2. Council liaison reports on Boards and Commissions

Councilmember Brenner stated that this is somewhat related because it's also to say to the constituents that there has been a forestry proposal developed for Pershing, which she has requested be placed on the City's website for everyone to see.

It's wonderful that this project is moving so fast, and the hope is that this proposal will allow for spring planting.

3. Boards, Commissions, and Task Force minutes
4. Other Discussions/Business

P. CITIZEN PARTICIPATION (continued if needed)

None

Q. COUNCIL COMMENTS

Councilmember Smotherson stated that in 2016, a group of residents, and two members of Council, himself and Paulette Carr, met to talk about bringing investments to the 3rd Ward, and today, those discussions have culminated into what is now known as the 3rd Ward Revitalization Fund. So, now that a coordinator has been hired, he thinks it's time to start putting some actions in place to honor the promises that were made ten years ago.

Councilmember Smotherson stated that the one thing he would like to see addressed are the issues evolving around rental properties versus home ownership. Residents have begun the process of trying to sell their homes, and one of the problems these sellers are experiencing is with the City's existing inspection policies, which, if not improved, could potentially lead to people selling their homes to investors, and then becoming rental property. So, he thinks a good way to start would be for the Coordinator to announce that anyone looking to sell their home in the 3rd Ward should notify the City so that staff can help them work through the inspection process.

Councilmember McMahan stated that when he ran for City Council in 2016, his goal was to prompt change in U City. Soon thereafter, some events were set in place that would require the Council to find a new City Manager. They knew that they wanted to go in a different direction and that they needed a professional with a guiding hand. That's what Mr. Rose brought to the table, and as a result, one of the things he is most proud of during his early tenure on Council was his vote to hire Mr. Rose, who definitely stood out among the rest. Mc. McMahan stated that in his naive understanding of things, he thought that hiring a City Manager was simply a part of the job, so he was glad that they were able to get it done. But now, what he has come to realize is that Council may have put themselves in a little bit of a hole as they search for a replacement because Gregory has set the bar so high. It was pretty simple the first time around, but today, he will have to think more deliberately about voting to hire someone new, and that's a tribute to all that Gregory has done for this Council and the community.

Councilmember McMahan stated that Gregory diligently executed the ability to show no favoritism, treat every member equally, and made it easy for him to do his job. One example can be found in the City Manager's email that came out today about snow removal, where he states, "*We are not perfect yet, but we're always striving to get there*". That was the north star; we will get there eventually. It's something that he always tells his constituents when they call, "*Let us know what the problems are because we want to make it better*". He stated that's what Gregory Rose wants us to do. So, he is so proud to have gone through this with him and is happy that he now gets to move on to the next part of his life; whatever that may be. Thank you, Gregory.

Councilmember Clay stated that Councilmember Smotherson referenced the origins of what is now the Market at Olive, and he thinks that if that were the only accomplishment during Gregory's tenure, it would certainly be enough. But it's also important to look at some of the other developments that have taken place, both physically and systematically. U City has a hotel going up, the first hotel in many years. There is an apartment building on Delmar and another one being built in The Loop. U City has a new police station, and other facilities are being upgraded. He stated something that he is very proud of is what he believes is the most comprehensive community engagement process ever seen in this City through the 3rd Ward Revitalization initiative. If 3rd Ward citizens were not engaged in that process, it is because they elected not to be. That's something this administration brought forward, and they are now looking to see the fruits of it.

Councilmember Clay stated what's so extraordinary is that he hasn't listed everything. But, he thinks all the things he has listed certainly speak to the steady hand that Mr. Rose and his team have provided over these eight busy years, which, in his opinion, have been one of the most productive times in the history of this community. So, thank you and good luck on this next chapter of your life.

Councilmember Brenner stated that she has been contemplating the MSD presentation and would like to say a few things so that they can all keep these issues in their heads. Even though everyone might see this as a done deal, she is not completely satisfied with how this project has been presented; why they need to demolish so many properties; not knowing whether there are any other alternatives or at least given an explanation as to why they thought this was the best case scenario for this project. Regarding the land MSD will deed back to the City, they talked about parks, but did not say anything about whether it would be possible to rebuild on any of that land. And she thinks that's something that should be zoomed in on a little bit further because perhaps it could be redeveloped. She stated that the last thing she thinks they need to keep their eyes on going forward is the surface-level sewers, which was a little ominous because what they kind of said was that they were going to be even more disruptive, and she does not know what that means.

Councilmember Brenner stated that as the newest member who has been with Mr. Rose the least amount of time, what she can say is that she has really appreciated the patience and kindness he has demonstrated as she was learning the ropes. He was always very helpful and answered all of her questions. So, she is thankful for his steady hand and can really see how his ethics and dedication to professionalism seep in with everybody else. Thank you.

Councilmember Fuller stated that as the old man on Council, what he can say is that retirement is good, and Gregory, you are going to enjoy it. He stated that this morning, his neighbor for the last 40 years had a medical emergency. But he had not a worry because he looked down the street and the City's ambulance service was right there, along with one of our police officers. But, he can remember a time when the out-sourced ambulance service would be sitting in Herman Park, and while that was scary, the folks manning those services were nowhere near the quality of our fire and rescue employees. Councilmember Fuller stated this is an aging community, and because of that, those services were very dear to him, which is one of the major reasons he decided to run for this office years ago; unsuccessfully, he might add. Mr. Rose had a lot to do with what he experienced this morning, so ditto to what everyone else said. Thank you for all that you have done for this community, and good luck in your retirement.

Mayor Crow stated that as this meeting winds down, his thoughts went back to 2017, when a group of Councilmembers got to interview Gregory. We recruited him from Maricopa, and he said that he wanted to come back because U City was his second home, and we are glad that he has been a part of our lives and that he has allowed us to be a part of his. It's interesting because he entered this community at a very pivotal point. At that time, without a doubt, there was a crisis in trust, management, and political rancor; three phrases that no longer describe this community.

He grew up in Jefferson, Texas. His father passed away while he was in high school, and his family moved to Dallas, Texas, where he earned a Bachelor's and Master's in Public Administration from the University of Texas at Dallas. Mayor Crow stated that what Gregory has brought to this position is integrity, principles, and honesty, all of which have truly helped to transform this community over the past nine years. From east to west, north to south, all with little to no fanfare on any given day.

Gregory was methodical and fair-handed to each member of this Council, and led them through two floods and a tornado. If anything, the Citizen Survey should be one of those moments that let him know that he has done, and continues to do a good job; that he has been an effective leader and a true value to this community.

Mayor Crow stated he was brought up to believe that when you enter into public service, the goal should always be to leave a place better than you found it. And without a doubt, Gregory, you can rest assured that you have left this community far better than when you found it. Thank you so much for your service to University City. We wish you the best of luck.

R. EXECUTIVE SESSION - (Roll call vote required)

Motion to go into a Closed Session according to Missouri Revised Statutes 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives or attorneys, and (13) Individually identifiable personnel records, performance ratings or records pertaining to employees.

Councilmember McMahon moved to close the Regular Session to go into a Closed Session, seconded by Councilmember Fuller.

Roll Call Vote Was:

Ayes: Councilmember Brenner, Councilmember Fuller, Councilmember Smotherson, Councilmember Clay, Councilmember McMahon, and Mayor Crow.

Nays: None.

S. ADJOURNMENT

Mayor Crow thanked everyone for their participation and closed the Regular Session at 7:45 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 7:58 p.m.

LaRette Reese,
City Clerk, MRCC

From: [Hannah Briick](#)
To: [Council Comments Shared](#)
Subject: Council Comment 1/26/26
Date: Monday, January 26, 2026 10:44:06 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Morning,

Please see our comment below for this evening's meeting. Please let us know if there are any changes to the meeting due to the weather.

Thanks,
Hannah

Dear Mr. Mayor and Members of the City Council,

My name is Hannah Briick and my husband Liam Briick and I both reside at 1079 Wilson Ave.

We hope that you, your family, and your neighbors have fared well in this wintery weather! Thank you to all the city workers who have worked to keep our community safe, including maintaining the streets and public areas of our community.

We have not received any updates about the buyout since the last city council meeting.

On Friday evening, 1/23/26, at 8:10 PM, I received an automated WaterAlert message from the USGS monitoring gauge of the River Des Peres near University City, MO, stating the river was at 21.37ft as of 7:50 PM. After the initial shock of this message, logic took over because we experience flooding when the river reaches 14 feet. We came to understand this reading, later removed from the online data set, must have been an error.

Now, it was 4° outside when this reading was taken, and we place no blame on the equipment or operators for this error. This incident did make me wonder what kinds of regular maintenance and checks are performed on such equipment.

For the past several years, we have come to rely heavily on the USGS monitoring gauge as well as the University City Flood Warning System Rain Gauges. During flood season, we check both of these regularly during heavy rains to help us prepare for flooding. Given the recent error, I want to be sure that regular maintenance is performed as needed so that we and our neighbors can have accurate, real-time information about our risk level.

We remain hopeful and look forward to any other information you can provide about the buyout.

Warmly,
Hannah & Liam Briick

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CA20260209-01
---	----------------------

SUBJECT/TITLE: Replacement trash transfer trailer.			
PREPARED BY: William Hinson		DEPARTMENT / WARD Fleet	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The Interim City Manager recommends the purchase of a trash transfer trailer to replace existing unusable trailer.			
FISCAL IMPACT: This is a budgeted item from the equipment replacement fund.			
AMOUNT:	\$94,151	ACCOUNT No.:	
FROM FUND:	Equipment Replacement fund 35-70-90-8200	TO FUND:	35-70-90-8200
EXPLANATION: Currently we have a trash transfer trailer that is at the end of its life cycle and needs to be replaced.			

STAFF COMMENTS AND BACKGROUND INFORMATION: Due to the condition of the current trailer and the amount of money spent yearly to repair, we are looking to purchase a new trailer that will meet safety conditions of being on the road. Originally we were going to replace the semi truck and trailer, but due to cost we have designed a trailer that works on multiple semis owned by the city. \$210,000 was budget to replace both, but the current cost come in a lot higher. We have reassessed and decided that replacing the trailer would give us the best opportunity to increase safety and efficiency.
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: Bid for semi trailer and schematic of hydraulics that make it compatible to be used on other trucks in the fleet.	

LIST CITY COUNCIL GOALS (S): Community Quality of Life & Amenities	
RESPECTFULLY SUBMITTED:	Interim City Manager Brooke Sharp
MEETING DATE:	2/9/2026

STEEL EJECTOR TRANSFER TRAILER

CLOSED-TOP

KNL HOLDINGS LLC / STECO, INC.
603 N. 3RD AVE
PARAGOULD, AR 72450

800/627-8326
 870-239-2130 (FAX)

QUOTE # 1225-ST02

DELIVERY DATE: 30 TO 32 weeks

CITY OF UNIVERSITY CITY
 1015 PYNsylvania AVE
 UNIVERSITY CITY, MO 63130

CONTACT: TOM BRUSHWOOD
TELEPHONE: 314-505-8559
FAX:

QUANTITY	ONE (1)	
BODY TYPE	SEC3896	
LENGTH	38' 6"	
WIDTH (OVERALL)	96"	
SIDES	96" X 3/16" FULL LENGTH	
TOP RAIL	3" X 4" X 3/16" TUBE	
SIDE POSTS	6" WIDE FORMED CHANNEL ON 24" CENTERS	
BOX BRACING	TRIPLE ROW LAST 10'	
CLEANER PLATES	OUTSIDE (X) INSIDE (X)	
ROOF	3/16" FULL LENGTH	
ROOF POSTS	6" WIDE FORMED CHANNEL ON 24" CENTERS	
ROOF BOX BRACING	SINGLE ROW, DOUBLE LAST 10'	
FLOOR	1/4" FULL LENGTH	
CROSSMEMBERS	4" JR. I-BEAMS ON 12" CENTERS	
BLADE	3/16" FACE	
HOOK ROLLER & GUIDE	NO	
CYLINDER	9" / 6 STAGE (120,000#)	
MID-CYLINDER SUPPORT	YES	
TAILGATE	"DUTCH DOOR" TO FIT COMPACTOR, HINGED CURB SIDE, SEAL ON LOWER DOOR	
BULKHEAD	18" PARTIAL	
LADDER	NO	
CATWALK	NO	
LONGITUDINALS	10" X 15# / FT I-BEAM REAR TO LANDING GEAR	
AXLES	5" ROUND X 5/8" WALL / 25,000# CAPACITY / 71 1/2" TRACK	
BRAKES	16 1/2" X 7" AIR, WITH AUTO SLACK ADJUSTERS	
ANTI-LOCK SYSTEM	2S/1M ABS	
WHEELS	10 STUD HUBS, OUTBOARD DRUMS (HUB PILOTED, UNI-MOUNT)	
RIMS	8.25" X 22.5" STEEL DISK	
TIRES	11R 22.5" 14 PLY RADIAL	
SUSPENSION	REYCO 21B (52,000#) / 4 SPRING, 9 LEAF / CAST HANGERS	
LIFT AXLE(S)	NO	
KING PIN	36" SETTING ON 3/8" PLATE	
LANDING GEAR	HOLLAND MARK V, TWO SPEED, HEAVY DUTY	
TIRE CARRIER	NO	
LIGHTS	TRUCK-LITE LED SEALED SYSTEM	
MUD FLAPS	RUBBER REAR	
BUMPER	I.C.C.	
HYDRAULIC FITTINGS	5100-S5-16B (PRESSURE) / 5100-S2-20B (RETURN)	
HYDRAULIC HOSES	1" X 108" (PRESSURE) / (1) 1 1/4" X 108" (RETURN)	
OIL TANK (FILTER & OIL)	YES	
PAINT	WHITE	
OPTIONS		
	(2) EXTRA TIRES & RIMS	
REF#61052 W/TANK		

ALL QUOTES SUBJECT TO CHANGE AFTER 10 DAYS

TOTAL W/ OPTIONS	\$93,351.00
FEDERAL EXCISE TAX	\$0.00
FREIGHT (UNIVERSITY CITY, MO)	\$800.00
TOTAL ONE UNIT	\$94,151.00
NO. OF UNITS	1
TOTAL PRICE	\$94,151.00
DEPOSIT (10% REQUIRED)	\$9,415.10
BALANCE DUE	\$84,735.90

PO NUMBER

CUSTOMER SIGNATURE INDICATES ORDER ACCEPTANCE **AND**
 RECEIPT OF **TERMS AND CONDITIONS**

EARL MALONE

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CA20260209-02
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SUBJECT/TITLE:
Firehouse 2 kitchen repair/replace

PREPARED BY: William Hinson	DEPARTMENT / WARD Fire
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AGENDA SECTION: consent	CAN ITEM BE RESCHEDULED? yes
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
The Interim City Manager recommends approval of the bid from New Edge construction for the remodel and repair of the kitchen at Firehouse 2.

FISCAL IMPACT:
This is a budgeted item set at \$30,000, The lowest bid came in at \$30,474.50. The over run on cost will come from the building maintenance in the Fire line item budget.

AMOUNT: \$30,000	ACCOUNT No.:
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FROM FUND: 12-35-90-8200	TO FUND: 12-35-90-8200
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EXPLANATION:
The cabinets have suffered water damage from leaky plumbing and appliances over the years. They have lost their strength due to the damage and have been reinforced with metal plating to continue to be used.

STAFF COMMENTS AND BACKGROUND INFORMATION:
The cabinets have lost their structural integrity and were reinforced 3 years ago with some metal to make the cabinets last longer. They are beginning to fail and need replacing. \$30,000 was approved in the current budget to be used to redo the kitchen area.

CIP No.	Fire 2026-02
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RELATED ITEMS / ATTACHMENTS:
Three construction bids.

LIST CITY COUNCIL GOALS (S):
Improved Infrastructure

RESPECTFULLY SUBMITTED: Interim City Manager Brooke Sharp	MEETING DATE: 2/9/2026
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1518 Caulks Hill Rd • Saint Charles, MO 63304-6809 • Phone: 6365411362

Job Address:

1045 North and South Rd
University City, MO

Print Date: 9-23-2025

Proposal for U City Firehouse #2

Proposed Work:

Remove existing cabinets and appliances
Install new cabinets matching footprint and adding pantry cabinets next to fridge and freezer
Install new quartz countertops
Install new 36" gas range and hood
Install new commercial fridge and freezer
Provide installation for appliances

Allowances:

Hood and Range \$3500
Fridge and Freezer \$4000
Cabinets \$6000
Countertops \$3120

NEW EDGE CONSTRUCTION Proposes to furnish material (unless otherwise stated) and labor complete in accordance with the above specifications, for the sum of,

Thirty Thousand Four Hundred Seventy Four dollars and Fifty cents (\$30,474.50)

Items Excluded from Proposal

- Any work not listed on the contract or scope of work
- Any unforeseen conditions that cause extra labor or material to be used
- Any changes to scope of work
- Any added electrical or plumbing required for appliances

Payment Terms:

25% due upon signing of contract, 25% due upon cabinets installed, and the remainder due upon completion.

Agreement Terms:

Any alterations or deviations from the above scope of work must be documented through a written change order, signed by both parties, prior to the commencement of such work. A lien waiver will be issued upon receipt of final payment.

The contractor is fully insured and will provide insurance certificates upon request.

Any items listed as an allowance are a set budget for the item and, if exceeded they will require a change order.

This proposal remains valid for 30 days from the date issued. If full payment is not received by the due date indicated above, NEW EDGE CONSTRUCTION LLC reserves the right to pursue collection. In such an event, all reasonable costs incurred, including attorney's fees, will be the responsibility of the client.

ACCEPTANCE of PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____

Download as PDF

Comment

Approve

Financing Options Available



As low as \$656/mo with **FIGURE**

See HELOC Options

Equal Housing Opportunity • NMLS 1717824 • Paid Ad • [Disclosures](#)

Admirable Custom Home Improvement

947 Menne Meyer Rd.
Troy, Missouri, 63379
+16368871582

Bill To

Alexis still firehouse
1045 North and South Road,
University City, Missouri, 63130
astill@ucitymo.org
636-284-9669

Alexis still Firehouse kitchen

Date
Sep 10, 2025

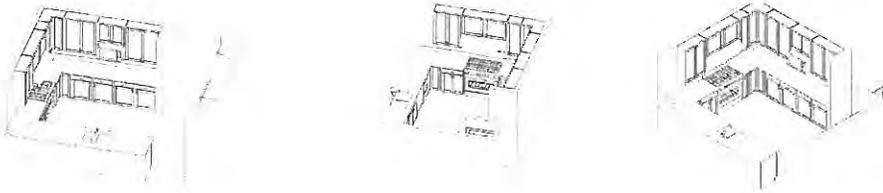
Estimate ES-10122

3	Please select line items that apply	Total
	Labor	
1	Remove and install new kitchen cabinets to plan. Take out doors and frame for additional cabinets. Type: Labor	\$7,714.00
	Kitchen cabinets	
2	Aristokraft color: Sarsaparilla 42 in wall cabinet no crown moulding. Full depth cabinets and promo 1 quartz (Laminated tops are about \$2000 cheaper). All cabinet selections and prices will be adjusted upon final selections and sign offs. Type: Material	\$18,893.24
	Drywall and framing materials	
3	Screws, drywall, trim work and misc items. Type: Material	\$5,000.10
	Subtotal	\$31,607.34
	Tax	\$0.00
	Total	\$31,607.34
	Amount Paid	\$0.00
	Balance Due	\$31,607.34

Payments

<p>\$15,803.67</p> <p>Deposit</p>	<p>Upcoming</p>	<p>\$15,803.67</p> <p>Upon completion</p>	<p>Upcoming</p>
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Files



Rome Renovations LLC



Proposal and Contract Agreement

October 06, 2025

Submitted to:

University City Fire station #2
1045 North and South Rd.
University City, MO 63130

Home: 314-505-8769

Submitted by:

Rome Renovations LLC
3304 Grace Hill Dr.
Lake St. Louis, MO 63367
Mobile: 314-322-8957
Business: josh@romerenovations.com

Project Specifications

Kitchen Remodel

C00 | Project preparation

GENERAL DEMOLITION

- Cost to handle and haul off debris and dispose of at landfill or utilize dumpster

Sub-Total is \$1,121.25

C01 | Demolition

FRAMING DEMOLITION

- Demo wall framing, 10' high, 2" x 4" 16"oc

GENERAL DEMOLITION

- Remove shelving on interior of closets
- Remove epoxy cove base around demo walls
- Remove three single interior commercial framed doors
- Remove kitchen cabinet(s), base or wall.
- Remove gypsum drywall from wall.
- Remove laminate countertop.

SYSTEMS DEMOLITION

- Remove sink(s).
- Remove disposer(s).

- Remove gas range(s).
- Remove dishwasher(s).
- Remove ceiling fixtures

WALL COVERINGS

- Remove existing tile backsplash and repair necessary damages from removal.

Sub-Total is \$2,790.34

C02/Wall finishes

WALL FRAMING

- Make framing changes to frame in for 5-6' pantry opening with for bi fold doors.

WALL COVERINGS

- Labor to install medium size back mount ceramic wall tile, in adhesive. Grout and seal
- Mosaic tile budget of \$12 a sq ft.

Sub-Total is \$1,574.00

C03/Trim and doors

INTERIOR DOORS

- Install 5-0 x 8-0, impact plus solid core bi-fold doors, smooth panel cherry finish stain grade 4 doors, interior, hardware.

Sub-Total is \$1,696.07

C04/Electrical and Plumbing

KITCHEN AND LAUNDRY PLUMBING

- Provide and install new p trap and drain assembly and install new plumbing connections with garbage disposal.
- Provide sink faucet(s), kitchen, premium grade. (\$300 faucet budget)

ELECTRICAL

- Make necessary electrical changes for wall switches and outlets
- Replace existing can lights and ceiling fixtures with up to 9 can lights.

Sub-Total is \$2,285.00

C05/Drywall and Painting

WALL COVERINGS

- Provide and install drywall, mud/tape sand smooth texture, prime.
- Install 1/2" drywall, taped & finished, over 300 SF

INTERIOR PAINTING AND WALLPAPER

- Repaint walls, over smooth finish, latex flat sheen paint, roll, 2 coats, 1 color choice.
- Paint/stain interior bi fold doors, simple design, water based enamel white semi gloss, brush, 2 coats.

Sub-Total is \$4,599.82

C06/Cabinets and countertops

KITCHEN AND LAUNDRY PLUMBING

- Labor to install new sink faucet in prepared location.

CABINETS AND COUNTERTOPS

- Provide and install cabinet hardware (Hardware allowance budget at \$6 each)
- Provide and install custom wall and base cabinets as outlined on kitchen plans. Cabinets include plywood frames soft close drawers and doors and limited lifetime warranty
- Budget to install granite countertop, no splash, standard edge, entry level grade. Install of stainless steel sink included.

Sub-Total is \$30,147.75

C07 | Ceiling finishes

CEILING COVERINGS

- Remove and replace existing acoustic ceiling tiles

Sub-Total is \$3,440.00

C08 | Appliance Install

KITCHEN AND LAUNDRY PLUMBING

- Provide and install garbage disposer(s), 3/4 HP,

APPLIANCES

- Client is to provide gas range, microwave, and dishwasher. No budget included for appliance install.

Sub-Total is \$677.51

General Project Contents

PROJECT FINALIZATION

- Clean kitchen or bath project.

Sub-Total is \$517.50

Project Cost is \$48,849.24

Take note flooring may have voids once demo and cabinets are removed. Existing floor is being kept : \$0.00
therefor no flooring included in estimate

Gas and water shutoffs maybe need to be re-routed or updated and to be determined after demo : \$0.00
and new layout has been determined. Additional cost may be expected

Alternates

A00 | Option to install led undercabinet lighting

Cost is \$1,500.00

PAYMENT SCHEDULE

Renovation Payment Schedule

\$24,424.62 to start project

\$24,424.62 upon completion of project

AUTHORIZATION TO START WORK

I have reviewed the estimated cost of the proposed work to be completed on my property. I agree to pay for all work completed on my property by Rome Renovations at my request. I am aware of the terms and conditions of this agreement and expressly agree to all the terms contained therein. I understand the above is an estimate and not a guaranteed figure for the completion of work on my home. I understand that Rome Renovations will only perform the work outlined above unless it obtains a further agreement from me.

ACCEPTANCE OF PROPOSAL

The prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in this contract.

Signature_____ Date:_____

Signature_____ Date:_____

PAYMENT TERMS:

\$48,849.24

To be paid in full upon completion of project.

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CA20260209-03
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SUBJECT/TITLE:
Approval of a contract with Monster Tree Service for the Annual Tree Trimming Project - PRF26-10-0019

PREPARED BY: James Krischke, Interim Director of Parks, Rec & Public Area Maint.	DEPARTMENT / WARD Forestry - All
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AGENDA SECTION: Consent Agenda	CAN ITEM BE RESCHEDULED? No
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
The City Manager recommends approval of the attached lowest most responsible bidder Monster Tree Service in the amount of \$135,594.00.

FISCAL IMPACT:
The contract amount is under the \$200,000 that was budgeted in the Fiscal Year 2026 Budget.

AMOUNT:	\$135,594.00	ACCOUNT No.:	14-50-90_8100
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FROM FUND:	14 - Parks & Stormwater Sales Tax	TO FUND:	
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EXPLANATION:
This is an annual tree trimming project that addresses the city needs on a five year cycle. Expenses are budgeted annually for this project cost. The city recieved five (5) bids for this project. Monster Tree Service was the low bidder on this project and meets all the requirements.

STAFF COMMENTS AND BACKGROUND INFORMATION:
Monster Tree Service is a known vendor to the city and they have performed this service in the past. Jacob Kaiser, Forestry Supervisor, has reviewed their bid and recommends approval - see memo.

CIP No.	PRF26/30-04 for Project PRF26-10-0019
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RELATED ITEMS / ATTACHMENTS:
Recommendation Memo
Bid Documents - Bid Packet
Bid Tabulation Sheet
Contract

LIST CITY COUNCIL GOALS (S):
Improved Infrastructure
Public Safety

RESPECTFULLY SUBMITTED:	Interim City Manager, Brooke Sharp	MEETING DATE:	02/09/2026
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Department of Public Works and Parks

6801 Delmar Boulevard, 3rd Floor, University City, Missouri 63130, Phone: (314) 505-8619, Fax: (314) 862-0694

To: Jim Krischke-Interim Director of Parks, Recreation, and Forestry; Todd Strubhart-Deputy Director of Parks and Forestry

From: Jacob Kaiser- Forestry Supervisor

Recommendation for Tree Trimming Project PRF 26-10-0019

The city received 5 bids for the project mentioned. The lowest bidder was Monster Tree Service with a bid of \$135,594.00. Monster Tree Service has performed this project in previous years with no issues. With this memo I recommend that the city award the contractor to Monster Tree Service

NOTICE TO PROCEED

TO: Monster Tree Service
1736 Westpark Dr Suite 200
St. Louis, Mo 63026

DATE: _____
PROJECT: Tree Trimming
Project No. PRF 26-10-0019

You are hereby notified to commence WORK in accordance with the Contract dated _____, 20____, on or before _____, 20____, and you are to complete the WORK within ***Two hundred and fifty (250) calendar days*** thereafter.

City of University City
OWNER

PRINT NAME

SIGNATURE

Forestry Supervisor
TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this _____ day of _____, 20____.

Signature: _____

Printed Name & Title: _____

NOTICE OF AWARD

TO: Monster Tree Service

1736 Westpark Center Dr Suite 200

St. Louis, Mo 63026

PROJECT DESCRIPTION: Project No. PRF26-10-0019 – Tree Trimming

The CITY has considered the Bid submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____. You are required by the Information for Instruction to Bidders to execute the CONTRACT and furnish the required CONTRACT BONDS, and certificates of insurance within the ten (10) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said BONDS within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and to declare your BID BOND forfeited. The OWNER will be entitled to such other rights as may be granted by law. You are required to return and acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2026

City of University City
OWNER

Jacob Kaiser

Printed Name

Signature

Forestry Supervisor

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: _____

Dated this the _____ day of _____, 20____.

BY

TITLE

PROJECT MANUAL

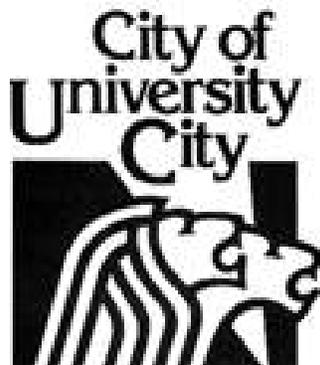
FOR

Project No. PRF26-10-0019

Tree Trimming

**In
University City, Missouri**

January 2026



City of University City

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INVITATION FOR BIDS

Sealed bids for Project No. PRF26-10-0019 "Tree Trimming" will be received by the City of University City in the Finance Department, 1st Floor, 6801 Delmar Blvd., University City, MO 63130, until 2:00 P.M. CDT on January 30, 2026. The bids will then be opened in the presence of a City official, and the contract will be awarded to the lowest responsible bidder, subject to confirmation by the City Council. A 5% security in the form of cash, a cashier's or certified check or an acceptable bid bond must accompany each bid.

Bid packages are available through the City website at www.ucitymo.org. The Scope of Work consists of the trimming of trees as described in detail in the bid package. The bids shall include an overall price for the above activities for the lot of trees and a general price per tree. Work is anticipated to begin in February 2026.

The Contractor agrees not to discriminate on the grounds or because of race, creed, color, natural origin or ancestry and religion or lack thereof, against any employee or applicant for employment with said contractor. The contractor agrees to include a similar provision to the above in all sub-contracts let or awarded under this contract.

Special Needs: If you have a special need addressed by the Americans with Disabilities Act, please notify the Department of Parks, Recreation and Forestry at 314-505-8560 or the Missouri Relay System, TDD 1-800-735-2966, at least five working days prior to the bid opening.

The City of University City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City of University City reserves the right to accept or reject any bid and to waive any irregularities in the best interest of the City.

INSTRUCTIONS TO BIDDERS

ARTICLE 1
DEFINITIONS

- 1.1 Bidding Documents include the Invitation to Bid, Instructions to Bidders, the Bid form and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consists of the City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, the Specifications, the Construction Schedule, all Addenda, and all Modifications.
- 1.2 All definitions set forth in the General Conditions of City-Contractor Agreement or in other Contract Documents are applicable to the Bidding Documents.
- 1.3 Addenda are written, or graphic instruments issued prior to the execution of the City-Contractor Agreement that modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.4 A Bid is a complete and properly signed proposal to do the Work or a designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- 1.6 An Alternate Bid is an amount stated in the Bid to be considered in place of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.
- 1.8 A Bidder is a person or entity who submits a Bid.
- 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.

ARTICLE 2
BIDDER'S REPRESENTATIONS

- 2.1 Each Bidder by making a Bid represents and warrants that:
- 2.1.1 They have read and understand the Bidding Documents and his Bid is made in accordance therewith.
- 2.1.2 They have visited the site(s), have familiarized themselves with the local conditions under which the Work is to be performed and have correlated their observations with the requirements of the proposed Contract Documents.
- 2.1.3 The Bid is based upon the materials, products, systems and equipment required by the Bidding Documents.

ARTICLE 3
BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Each Bidder shall use a complete set of Bidding Documents in preparing his Bid.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.2.2 Bidders may request clarification or interpretation of the Bidding Documents by making a written request which shall reach the City at least five (5) working days prior to the date for receipt of Bids.

3.2.3 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

3.2.4 If the City determines that clarification of the terms and conditions of the Bidding Documents is necessary, an Addendum will be made available to all Bidders setting forth such clarification.

3.3 SUBSTITUTIONS

3.3.1 The materials, products, systems and equipment described in the Bidding Documents establish a minimum standard of required function, dimension, appearance and quality which must be met by any proposed substitution.

3.2 No substitution of the Work described in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the City at least five (5) working days prior to the date for receipt of Bids. Each such request shall include the name of the Work for which substitution will be made and a complete description of the proposed substitute including side-by-side comparisons, costs, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems or equipment or other Work that incorporation of the substitute would require shall be included in each such request. The City, in its sole discretion, may approve or disapprove the proposed substitute.

3.3.3 If the City approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract is awarded unless specifically provided in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No addenda will be issued later than three (3) working days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that they have received all Addenda issued and shall acknowledge receipt of all such Addenda on their Bid Proposal.

ARTICLE 4 **BIDDING PROCEDURE**

4.1 FORM AND STYLE OF BIDS

4.1.1 Attached to the Contract Documents are a separate, complete set of Bid Forms to be signed and submitted as the Contractor's Formal Bid. To be considered, a bid shall be properly completed using these Bid Forms.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the make-up of the Bid Form, dollar amount shall be expressed in both words and figures and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineations, alteration or erasure must be initialed by the signer of the Bid. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

4.1.5 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of their bid security, state their refusal to accept an award of less than the combination of Bids so stipulated.

4.1.6 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.1.7 The City shall not be responsible in any way for any costs or expenses related to the preparation or submission of any bid.

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a certified check or bank draft on a responsible solvent bank or a satisfactory bid bond executed by the Bidder and Surety Company and payable to the City of University City, Missouri, in the amount of not less than five percent (5%) of the Base Bid

plus the greatest of the Alternate Bids. If the Bidder fails to enter into a contract with the City on the terms stated in their Bid or fails to furnish a performance bond as required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty.

4.2.2 The City will have the right to retain the Bid Bond of Bidders to whom an award is being considered until either (a) the City-Contractor Agreement has been executed and the performance bond has been furnished, (b) the specified time has elapsed so that Bids may be withdrawn as provided in Section 4.4.1 of the Instructions to Bidders, or (c) all Bids have been rejected. The Bid Bond of all Bidders to whom an award is not being considered shall be returned promptly after the bid opening.

4.3 SUBMISSION OF BIDS

4.3.1 Bidders must complete and submit with their bids the "Non-Collusion Affidavit" included with the Bid Form and 5% Bid Bond. Bidders shall also complete and submit the following forms:

1. A designation of the Work, item by item, including the related dollar amount and total dollar amount, to be performed by the Bidder with their own forces;
2. The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work;
3. "Subcontractor Approval Form" for each and every proposed Subcontractor, or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
4. The contractor shall include in the bid forms a "Sample of Certificate of Insurance" including limits of said policy and carriers of policy.
5. The contractor shall include in the bid forms documentation on surety company letterhead by a company licensed to do business in the locale stating the rating given that company by A.M. Best. The City will accept only a rating of A- or better.
6. "Equal Opportunity Employment Compliance Form" for this project shall be included in the bid submittal, **including each and every Subcontractor**.
7. A completed Contractor Qualification Worksheet is required with the bid submittal stating the required information accurately.

4.3.2 All copies of the Bid, the Bid Bond and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to City of University City, Finance Department, 6801 Delmar Boulevard, City of University City, Missouri 63130 and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the invitation for Bid, or any extension thereof made by an Addendum. Bids received after the time and date for receipt of Bids will be rejected.

4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for

receipt of Bids.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn or cancelled by the Bidder within ninety days (90) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting their Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by electronic mail. If by electronic mail, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

4.4.4 The amount of the Bid Bond shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5 **CONSIDERATION OF BIDS**

5.1 OPENING OF BIDS

5.1.1 Unless stated otherwise in the Invitation for Bid, Sealed bids for Project No. PRF23-05 "Tree Trimming Project" will be received by the City of University City in the Finance Department, 1st Floor, 6801 Delmar Blvd., University City, MO 63130, until 2:00 P.M. CDT on December 1st, 2022. The bids will then be opened in the presence of a City official, and the contract will be awarded to the lowest responsible bidder, subject to confirmation by the City Council.

5.2 REJECTION OF BIDS

5.2.1 The City shall have the right to reject any or all Bids, to reject a Bid not accompanied by a Bid bond or by other data required by the Bidding Documents, to reject a Bid which is in any way incomplete or irregular and to rebid the Work at a later date if all Bids are rejected.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 The City may make any investigation of a Bidder as it deems necessary to determine the ability of a Bidder to perform the Work. Bidders shall furnish information regarding their qualifications in their bid submittal in accordance with Section 4.3.1 of the Instructions to Bidders and of the City. The City reserves the right to reject any Bid if the evidence submitted by, or other investigation of, the Bidder fails to satisfy the City that the Bidder has the proper qualifications to perform the Work in accordance with the Contract.

5.3.2 It is the intent of the City to award the Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.

5.3.3 The City shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

ARTICLE 6
POST BID INFORMATION

6.1 SUBMITTALS

6.1.1 The Bidder will be required to establish to the satisfaction of the City the reliability and responsibility of the persons or entities proposed to furnish and perform the Work.

6.1.2 Prior to the award of the contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Section 4.3.1 above. If the City objects to any such proposed person or entity, the Bidder may, at their option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with no adjustment in the bid price.

6.1.3 Persons and entities proposed by the Bidder and to whom the City has made no objection under the provisions of Subparagraph 6.1.2 must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the City.

ARTICLE 7
AWARD OF CONTRACT

7.1 Following receipt to the satisfaction of the City of all information required under Paragraph 6.1 above, the City shall mail to the successful Bidder the Notice of Award of the Contract.

7.2 Within ten (10) calendar days from the date of receipt of the Notice of Award, the successful Bidder shall execute and deliver to the City the Contract Documents and shall furnish the Bonds required by Paragraph 8.1 below and the Certificates of Insurance required by subparagraph 10.1.3 of the General conditions. In the event the successful Bidder fails to execute and deliver the contract Documents, the Bonds and the Certificates of Insurance as aforesaid, the City may, at its option, consider the Bidder in default and award the Contract of another Bidder, in which case the Bid Bond of the defaulting Bidder shall be forfeited to the City.

ARTICLE 8
PERFORMANCE BOND AND PAYMENT BOND

8.1 BOND REQUIREMENTS

8.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising there under in such form and amount as the City may prescribe. The cost of such bonds shall be included in the Bid.

8.2 TIME OF DELIVERY AND FORM OF BONDS

8.2.1 The Bidder shall deliver the required bonds to the City not later than the date of execution of the City-Contractor Agreement, or if the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the City that such bonds will be furnished.

8.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of

the surety to affix thereto a certified and current copy of his power of attorney.

ARTICLE 9

FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR

9.1 FORM TO BE USED

9.1.1 Unless otherwise required in the Bidding Documents, the City-Contractor Agreement for the Work shall be in the form attached hereto.

ARTICLE 10

E-VERIFY

The bidders shall comply with the E-Verify requirements as set forth by the U.S. Department of Homeland Security and present a Memorandum of Understanding executed with the Department of Homeland Security or a Company Information Page including their company ID documenting their enrollment in E-Verify.

SCOPE OF WORK**PART 1 - GENERAL****1.01 SCOPE**

- A. The purpose of these specifications is to define the standards for the Work. The Bid Proposal shall include all labor, materials, parts, and equipment necessary for the pruning of selective trees as specified and/or implied by these specifications.
- B. An Arborist Permit shall be obtained from the City. Issuance of a permit also requires that such person (or if a business entity, that a minimum of one person on the job site) be recognized by the International Society of Arboriculture as a Certified Arborist.
- C. The contractor shall furnish all materials, parts, equipment, and labor necessary for the said tree trimming project as specified and/or implied by these plans, drawings and specifications.

1.02 CONTRACTOR'S DUTIES

- A. All work performed under this contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or his representative. The contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications and plans. The owner shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the contractor due to such conflict. Failure of the contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any changes deemed necessary before acceptance by the owner.

1.03 REPLACEMENT OF DAMAGED PROPERTY

- A. The contractor shall replace all property damaged by him/her including fences, trees, plants, grass, walks, drives, building surfaces, etc.

PART 2 – TECHNICAL SPECIFICATIONS

Trees to Prune: See attached list.

Personnel Qualifications: ISA Certified Arborist to perform all pruning operations.

Pruning System: Natural.

Objective:

1. Prune trees for the safety of people, homes, and personal property.

2. Manage risk as outlined in ANSI300 part 9.
3. Prune trees to maintain good structure.
4. Improve branch and trunk architecture; promote or subordinate certain leaders, stems, or branches; promote desirable branch spacing; and/or restore plants following damage.
5. Prune trees to maintain specified clearance requirements.
 - a. Ensure safe and reliable utility services; minimize current interference with traffic or light penetration; ensure lines-of-sight or desired views; provide access to sites, buildings, or other structures; and/or comply with regulations; 14 feet away from homes or buildings, 20 feet above streets and sidewalks, 10 feet from all streetlights and traffic signs/lights.

Branches to Remove: Species, size, age, condition, and site shall be considered when specifying the location and amount of live branches to be removed (ANSI300 part 1-6.3).

- Dead, dying, and diseased wood shall be removed to the point of origin.
 - Back to a branch.
 - Back to trunk.
 - Cuts shall be made just outside the branch collar as to not leave a stub.
- 90% of cuts on living tissue shall be made in the periphery of the canopy
 - No lions tailing of branches.
 - Pruning operations should remove no more living material than what is necessary to achieve these specifications.
- Reduction cuts shall be made on over extended branches to reduce load on a particular branch
- Branches with an aspect ratio greater than equal to 70% compared to the parent stem shall be removed or reduced to maintain proper tree structure.
 - Arborist performing pruning of the tree should decide to remove or reduce with overall health of the tree in mind.

Branches to reduce in length by one-third to one-half:

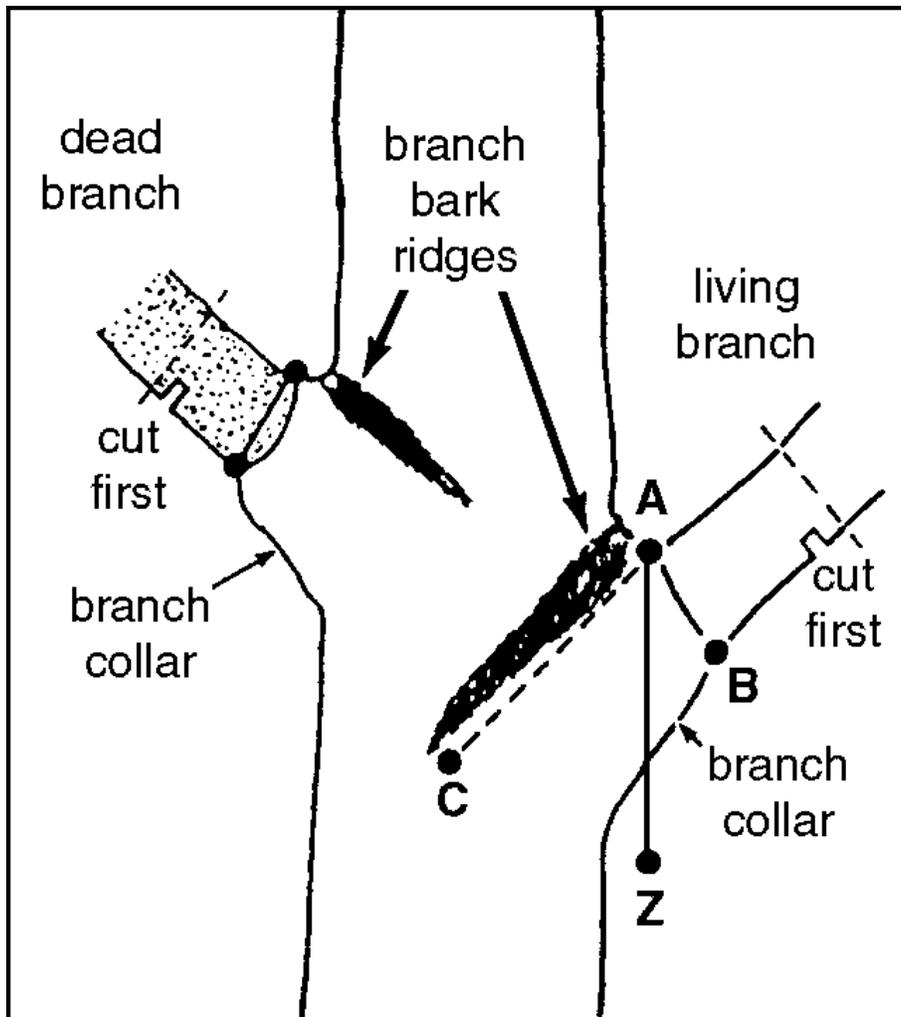
1. Cut type
 - a. Branches shall be precut when necessary to avoid splitting of the wood or tearing of the bark.
 - b. Removal cuts shall be used on dead or dying limbs.
 - c. Reduction cuts shall be used on periphery of canopy.
 - d. Reduction cuts should be used over removal cuts to maintain specified clearance requirements when possible.
2. Size of cuts
 - a. Removal cuts to remove deadwood.
 - i. All branches greater than or equal to 2 inches in diameter.
 - ii. Cuts greater than or equal to 8 inches in diameter shall be reported to city forester.
 - b. Reduction cuts to reduce weight and maintain clearance.
 - i. Reduction cuts shall be made to a living branch greater than or equal to 1/3 the diameter of piece removed.

Limitations:

1. No climbing spurs.

- 2. ANSI A300.
- 3. No heading cuts.

Natural Target Pruning Method



address	street	side	onstr	SPP_com	DBH
1050	Mona Dr	Front	Shaftesbury Ave	Maple, Silver	20
1050	Mona Dr	Side	Shaftesbury Ave	Maple, Silver	24
1124	Mona Dr	Front	Mona Dr	Maple, Silver	30
1110	Mona Dr	Front	Mona Dr	Oak, Northern Red	18
1106	Mona Dr	Front	Mona Dr	Oak, Northern Red	20
1086	Mona Dr	Front	Mona Dr	Oak, Pin	28
1070	Mona Dr	Front	Mona Dr	Oak, Pin	34
1050	Mona Dr	Front	Mona Dr	Oak, Pin	36
1078	Mona Dr	Front	Mona Dr	Oak, Pin	37
1058	Mona Dr	Front	Mona Dr	Oak, Pin	39
1110	Mona Dr	Front	Mona Dr	Pear, Callery	15
1051	North And South Rd	Side	Shaftesbury Ave	Pear, Callery	20
1050	Groby Rd	Side	Ahern Ave	Elm, American	14
1044	Groby Rd	Front	Groby Rd	Oak, Northern Red	16
1066	Groby Rd	Front	Groby Rd	Oak, Northern Red	16
1012	Groby Rd	Front	Groby Rd	Maple, Red	18
1083	Groby Rd	Front	Groby Rd	Hackberry, Northern	19
1090	Groby Rd	Front	Groby Rd	Pear, Callery	20
1095	Groby Rd	Front	Groby Rd	Pear, Callery	22
1091	Groby Rd	Front	Groby Rd	Pear, Callery	22
1045	Groby Rd	Front	Groby Rd	Oak, Pin	22
1062	Groby Rd	Front	Groby Rd	Oak, Pin	24
1008	Groby Rd	Front	Groby Rd	Oak, Pin	26
1004	Groby Rd	Front	Groby Rd	Oak, Pin	28
1039	Groby Rd	Front	Groby Rd	Elm, Siberian	28
1050	Groby Rd	Front	Groby Rd	Oak, Pin	28
1045	Groby Rd	Front	Groby Rd	Elm, Siberian	32
1032	Groby Rd	Front	Groby Rd	Oak, Pin	32
1040	Groby Rd	Front	Groby Rd	Oak, Pin	33
1036	Groby Rd	Front	Groby Rd	Oak, Pin	34
1050	Groby Rd	Front	Groby Rd	Oak, Pin	34
1074	Groby Rd	Front	Groby Rd	Sycamore, American	40
1000	Groby Rd	Front	Groby Rd	Oak, Pin	42
7718	Amherst Ave	Front	Amherst Ave	Oak, Chinkapin	18
7853	Balson Ave	Side	Saxony Ct	Sweetgum, Common	22
7853	Balson Ave	Side	Saxony Ct	Sweetgum, Common	25
7901	Balson Ave	Side	Saxony Ct	Sweetgum, Common	28
7808	Balson Ave	Front	Balson Ave	Sycamore, American	34
8025	Blackberry Ave	Front	Blackberry Ave	Oak, Northern Red	20
7905	Blackberry Ave	Front	Blackberry Ave	Maple, Silver	28
7715	Blackberry Ave	Front	Blackberry Ave	Oak, Shingle	39
7807	Blackberry Ave	Front	Blackberry Ave	Elm, American	43

912	Blackberry Pl	Front	Blackberry Pl	Ash, White	18
960	Blackberry Pl	Front	Blackberry Pl	Linden, Littleleaf	19
930	Blackberry Pl	Front	Blackberry Pl	Sweetgum, Common	22
954	Blackberry Pl	Front	Blackberry Pl	Oak, Pin	26
930	Blackberry Pl	Front	Blackberry Pl	Sweetgum, Common	30
954	Blackberry Pl	Front	Blackberry Pl	Oak, Pin	31
948	Blackberry Pl	Front	Blackberry Pl	Oak, Pin	36
966	Blackberry Pl	Front	Blackberry Pl	Oak, Pin	38
938	Briarwood Ln	Front	Briarwood Ln	Chery, Japanese Flowering	13
928	Briarwood Ln	Front	Briarwood Ln	Maple, Red	18
929	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	27
946	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	30
929	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	32
945	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	33
946	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	34
922	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	36
929	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	36
942	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	38
949	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	46
953	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	47
7745	Burr Oak Ln	Front	Burr Oak Ln	Maple, Hedge	13
7748	Burr Oak Ln	Front	Burr Oak Ln	Coffeetree, Kentucky	14
7742	Burr Oak Ln	Front	Burr Oak Ln	Tulip Tree	14
7733	Burr Oak Ln	Front	Burr Oak Ln	Zelkova, Japanese	19
7727	Burr Oak Ln	Front	Burr Oak Ln	Elm, American	22
7716	Burr Oak Ln	Side	Wild Cherry Ln	Maple, Sugar	22
7730	Burr Oak Ln	Front	Burr Oak Ln	Oak, Pin	26
7715	Burr Oak Ln	Side	Wild Cherry Ln	Oak, Pin	30
7730	Burr Oak Ln	Front	Burr Oak Ln	Oak, Pin	36
851	Lionsgate Dr	Front	Lionsgate Dr	Oak, Overcup	16
839	Lionsgate Dr	Front	Lionsgate Dr	Oak, Overcup	19
834	Lionsgate Dr	Front	Lionsgate Dr	Oak, Overcup	21
1001	North And South Rd	Side	Peach Tree Ln	Oak, Pin	26
7736	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	28
7718	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	28
7736	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	29
7733	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	30
7745	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	30
7742	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	31
7724	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	32
7718	Peach Tree Ln	Side	Wild Cherry Ln	Oak, Pin	32
7715	Peach Tree Ln	Side	Wild Cherry Ln	Oak, Pin	32

7727	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	33
7718	Peach Tree Ln	Side	Wild Cherry Ln	Oak, Pin	34
7739	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	36
7736	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	38
7745	Peach Tree Ln	Side	Warder Ave	Oak, Pin	38
7730	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	38
7721	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	40
847	Saxony Ct	Front	Saxony Ct	Oak, Pin	24
848	Saxony Ct	Front	Saxony Ct	Oak, Pin	37
830	Warder Ave	Front	Warder Ave	Tulip Tree	12
833	Warder Ave	Front	Warder Ave	Cypress, Bald	16
943	Warder Ave	Front	Warder Ave	Oak, Pin	30
967	Warder Ave	Front	Warder Ave	Oak, Pin	32
987	Warder Ave	Front	Warder Ave	Oak, Pin	36
931	Warder Ave	Front	Warder Ave	Oak, Pin	38
967	Warder Ave	Front	Warder Ave	Oak, Pin	42
7921	Westover Pl	Side	Groby Rd	Oak, Swamp White	22
1000	Wild Cherry Ln	Front	Wild Cherry Ln	Linden, Littleleaf	17
1024	Wild Cherry Ln	Front	Wild Cherry Ln	Linden, Littleleaf	22
830	Wild Cherry Ln	Side	Balson Ave	Cypress, Bald	26
942	Wild Cherry Ln	Side	Peach Tree Ln	Oak, Pin	30
924	Wild Cherry Ln	Front	Wild Cherry Ln	Oak, Pin	31
942	Wild Cherry Ln	Side	Peach Tree Ln	Oak, Pin	31
942	Wild Cherry Ln	Side	Peach Tree Ln	Oak, Pin	32
942	Wild Cherry Ln	Front	Wild Cherry Ln	Oak, Pin	32
942	Wild Cherry Ln	Front	Wild Cherry Ln	Sycamore, American	35
924	Wild Cherry Ln	Front	Wild Cherry Ln	Oak, Pin	40
7750	Wild Plum Ln	Side	Warder Ave	Sweetgum, Common	22
7715	Wild Plum Ln	Side	Wild Cherry Ln	Linden, Littleleaf	23
7716	Wild Plum Ln	Side	Wild Cherry Ln	Oak, Pin	41
7716	Wild Plum Ln	Side	Wild Cherry Ln	Oak, Pin	41
8041	Blackberry Ave	Side	Mulberry Ln	Oak, Pin	28
8041	Blackberry Ave	Side	Mulberry Ln	Oak, Pin	36
8041	Blackberry Ave	Front	Blackberry Ave	Oak, Pin	39
8041	Blackberry Ave	Front	Blackberry Ave	Oak, Pin	40
7847	Cornell Ave	Front	Cornell Ave	Oak, Swamp White	12
7851	Cornell Ave	Front	Cornell Ave	Birch, River	12
7821	Cornell Ave	Front	Cornell Ave	Coffeetree, Kentucky	12
7750	Cornell Ave	Side	Warder Ave	Oak, Shumard	12
8024	Cornell Ave	Front	Cornell Ave	Redbud, Eastern	12
7904	Cornell Ave	Front	Cornell Ave	Maple, Sugar	14
7851	Cornell Ave	Front	Cornell Ave	Oak, English	14
7933	Cornell Ave	Front	Cornell Ave	Linden, Littleleaf	14
7937	Cornell Ave	Front	Cornell Ave	Maple, Red	14

7707	Cornell Ave	Front	Cornell Ave	Maple, Hedge	14
7825	Cornell Ave	Front	Cornell Ave	Oak, Swamp White	14
7750	Cornell Ave	Side	Warder Ave	Oak, Shumard	14
7831	Cornell Ave	Front	Cornell Ave	Linden, Littleleaf	14
8000	Cornell Ave	Front	Cornell Ave	Maple, Red	14
7851	Cornell Ave	Side	Benlou Ave	Birch, River	15
7730	Cornell Ave	Front	Cornell Ave	Maple, Freeman	15
7900	Cornell Ave	Front	Cornell Ave	Maple, Sugar	16
7843	Cornell Ave	Front	Cornell Ave	Oak, Northern Red	16
7801	Cornell Ave	Side	Warder Ave	Oak, Bur	16
7947	Cornell Ave	Front	Cornell Ave	Hardy Rubber Tree	16
7918	Cornell Ave	Front	Cornell Ave	Maple, Silver	16
7737	Cornell Ave	Front	Cornell Ave	Maple, Red	16
7741	Cornell Ave	Front	Cornell Ave	Tupelo, Black	16
7944	Cornell Ave	Side	Center Dr	Oak, Shingle	16
7901	Cornell Ave	Front	Cornell Ave	Maple, Sugar	17
7905	Cornell Ave	Front	Cornell Ave	Maple, Sugar	17
8027	Cornell Ave	Front	Cornell Ave	Oak, Northern Red	17
7805	Cornell Ave	Front	Cornell Ave	Ginkgo	18
7808	Cornell Ave	Front	Cornell Ave	Linden, Littleleaf	18
7918	Cornell Ave	Front	Cornell Ave	Maple, Silver	18
7834	Cornell Ave	Front	Cornell Ave	Pagoda Tree, Japanese	18
7721	Cornell Ave	Front	Cornell Ave	Oak, Northern Red	19
7838	Cornell Ave	Front	Cornell Ave	Oak, Northern Red	20
7807	Cornell Ave	Front	Cornell Ave	Ginkgo	20
7851	Cornell Ave	Side	Benlou Ave	Ginkgo	20
7831	Cornell Ave	Front	Cornell Ave	Pagoda Tree, Japanese	20
7835	Cornell Ave	Front	Cornell Ave	Maple, Silver	20
7731	Cornell Ave	Front	Cornell Ave	Oak, White	20
8016	Cornell Ave	Front	Cornell Ave	Maple, Silver	21
7837	Cornell Ave	Front	Cornell Ave	Pagoda Tree, Japanese	22
7801	Cornell Ave	Front	Cornell Ave	Ginkgo	22
7947	Cornell Ave	Front	Cornell Ave	Oak, Sawtooth	22
7848	Cornell Ave	Side	Benlou Ave	Maple, Silver	24
7848	Cornell Ave	Side	Benlou Ave	Maple, Silver	25
7944	Cornell Ave	Side	Center Dr	Oak, Shingle	26
7817	Cornell Ave	Front	Cornell Ave	Maple, Silver	27
7841	Cornell Ave	Front	Cornell Ave	Maple, Silver	28
7851	Cornell Ave	Front	Cornell Ave	Maple, Silver	28
7830	Cornell Ave	Front	Cornell Ave	Pagoda Tree, Japanese	28
7735	Cornell Ave	Front	Cornell Ave	Maple, Silver	32
7701	Cornell Ave	Front	Cornell Ave	Spruce, Norway	36
7750	Cornell Ave	Front	Cornell Ave	Oak, Pin	36
8035	Cornell Ave	Front	Cornell Ave	Oak, Pin	37

7700	Cornell Ave	Front	Cornell Ave	Oak, Pin	38
7744	Cornell Ave	Front	Cornell Ave	Oak, Pin	38
8021	Cornell Ave	Front	Cornell Ave	Oak, Pin	38
7828	Cornell Ave	Front	Cornell Ave	Oak, Pin	40
7900	Cornell Ave	Side	Benlou Ave	Oak, Pin	42
7901	Cornell Ave	Front	Cornell Ave	Oak, Pin	42
7944	Cornell Ave	Front	Cornell Ave	Oak, Pin	43
7741	Gannon Ave	Front	Gannon Ave	Hardy Rubber Tree	12
7910	Gannon Ave	Front	Gannon Ave	Oak, White	12
7906	Gannon Ave	Front	Gannon Ave	Sweetgum, Common	12
7827	Gannon Ave	Front	Gannon Ave	Beech, American	12
7931	Gannon Ave	Front	Gannon Ave	Ginkgo	12
7833	Gannon Ave	Front	Gannon Ave	Maple, Red	12
7833	Gannon Ave	Front	Gannon Ave	Redwood, Dawn	12
7936	Gannon Ave	Front	Gannon Ave	Maple, Freeman	12
7819	Gannon Ave	Front	Gannon Ave	Elm, Chinese	13
7941	Gannon Ave	Front	Gannon Ave	Tupelo, Black	13
7849	Gannon Ave	Side	Benlou Ave	Hackberry, Northern	13
8031	Gannon Ave	Front	Gannon Ave	Hackberry, Northern	13
8049	Gannon Ave	Front	Gannon Ave	Elm, Chinese	13
7843	Gannon Ave	Front	Gannon Ave	Magnolia, Chinese; Saucer	13
7906	Gannon Ave	Front	Gannon Ave	Hickory, Shagbark	14
7849	Gannon Ave	Front	Gannon Ave	Walnut, Black	14
7922	Gannon Ave	Front	Gannon Ave	Tulip Tree	14
7731	Gannon Ave	Front	Gannon Ave	Tupelo, Black	14
8042	Gannon Ave	Front	Gannon Ave	Spruce, Norway	14
7949	Gannon Ave	Side	Center Dr	Birch, River	14
7901	Gannon Ave	Side	Benlou Ave	Birch, River	16
7846	Gannon Ave	Front	Gannon Ave	Oak, Northern Red	16
7809	Gannon Ave	Front	Gannon Ave	Ginkgo	16
7806	Gannon Ave	Front	Gannon Ave	Linden, Littleleaf	16
7849	Gannon Ave	Front	Gannon Ave	Oak, Shingle	16
7723	Gannon Ave	Front	Gannon Ave	Maple, Sugar	16
8031	Gannon Ave	Front	Gannon Ave	Hackberry, Northern	16
8038	Gannon Ave	Front	Gannon Ave	Linden, Littleleaf	16
8006	Gannon Ave	Front	Gannon Ave	Maple, Sugar	16
8001	Gannon Ave	Side	Center Dr	Pear, Callery	16
8019	Gannon Ave	Front	Gannon Ave	Oak, Pin	17
7933	Gannon Ave	Front	Gannon Ave	Linden, Littleleaf	18
7806	Gannon Ave	Front	Gannon Ave	Maple, Silver	18
8024	Gannon Ave	Front	Gannon Ave	Maple, Norway	18
7805	Gannon Ave	Front	Gannon Ave	Ginkgo	19
7749	Gannon Ave	Side	Warder Ave	Ginkgo	20

7846	Gannon Ave	Front	Gannon Ave	Oak, Pin	20
7841	Gannon Ave	Front	Gannon Ave	Linden, Littleleaf	20
7847	Gannon Ave	Front	Gannon Ave	Redwood, Dawn	20
7731	Gannon Ave	Front	Gannon Ave	Maple, Sugar	20
8042	Gannon Ave	Front	Gannon Ave	Sweetgum, Common	20
7726	Gannon Ave	Front	Gannon Ave	Maple, Sugar	22
7717	Gannon Ave	Front	Gannon Ave	Maple, Sugar	22
8019	Gannon Ave	Front	Gannon Ave	Oak, Pin	23
7745	Gannon Ave	Front	Gannon Ave	Maple, Sugar	24
7947	Gannon Ave	Front	Gannon Ave	Maple, Silver	24
8039	Gannon Ave	Front	Gannon Ave	Sycamore, American	26
8015	Gannon Ave	Front	Gannon Ave	Oak, Pin	26
7831	Gannon Ave	Front	Gannon Ave	Oak, Post	27
7744	Gannon Ave	Front	Gannon Ave	Oak, Pin	28
8027	Gannon Ave	Front	Gannon Ave	Pear, Callery	30
8039	Gannon Ave	Front	Gannon Ave	Sycamore, American	30
8001	Gannon Ave	Front	Gannon Ave	Oak, Pin	30
8045	Gannon Ave	Front	Gannon Ave	Oak, Northern Red	31
7814	Gannon Ave	Front	Gannon Ave	Oak, Post	32
7834	Gannon Ave	Front	Gannon Ave	Oak, Northern Red	34
7849	Gannon Ave	Side	Benlou Ave	Oak, Pin	36
7901	Gannon Ave	Side	Benlou Ave	Tulip Tree	40
7941	Gannon Ave	Front	Gannon Ave	Sycamore, American	40
7932	Gannon Ave	Front	Gannon Ave	Oak, Post	41
7820	Gannon Ave	Front	Gannon Ave	Oak, Post	43
8024	Gannon Ave	Front	Gannon Ave	Oak, Scarlet	46
8000	Gannon Ave	Front	Gannon Ave	Oak, Pin	48
912	Gay Ave	Front	Gay Ave	Maple, Red	12
924	Gay Ave	Front	Gay Ave	Hornbeam, American	13
921	Gay Ave	Front	Gay Ave	Oak, Chinkapin	14
912	Gay Ave	Front	Gay Ave	Maple, Red	14
901	Gay Ave	Front	Gay Ave	Maple, Red	18
951	Gay Ave	Front	Gay Ave	Oak, Pin	26
921	Gay Ave	Front	Gay Ave	Oak, Pin	27
945	Gay Ave	Front	Gay Ave	Oak, Pin	28
966	Gay Ave	Front	Gay Ave	Oak, Pin	30
945	Gay Ave	Front	Gay Ave	Sycamore, American	34
951	Gay Ave	Front	Gay Ave	Oak, Pin	34
936	Gay Ave	Front	Gay Ave	Oak, Pin	34
963	Gay Ave	Front	Gay Ave	Oak, Pin	35
960	Gay Ave	Front	Gay Ave	Oak, Pin	36
942	Gay Ave	Front	Gay Ave	Sycamore, American	38
943	Mulberry Ln	Front	Mulberry Ln	Maple, Silver	28
947	Mulberry Ln	Front	Mulberry Ln	Oak, Pin	32

919	Mulberry Ln	Front	Mulberry Ln	Oak, Pin	32
951	Mulberry Ln	Front	Mulberry Ln	Oak, Pin	42
7944	Stanford Ave	Front	Stanford Ave	Maple, Freeman	12
7926	Stanford Ave	Front	Stanford Ave	Tulip Tree	12
7900	Stanford Ave	Side	Benlou Ave	Cypress, Bald	12
7701	Stanford Ave	Front	Stanford Ave	Tulip Tree	12
7828	Stanford Ave	Front	Stanford Ave	Maple, Red	12
8006	Stanford Ave	Front	Stanford Ave	Maple, Freeman	12
8047	Stanford Ave	Side	Gay Ave	Pear, Callery 'Bradford'	12
7824	Stanford Ave	Front	Stanford Ave	Hackberry, Northern	13
7725	Stanford Ave	Front	Stanford Ave	Ginkgo	13
7816	Stanford Ave	Front	Stanford Ave	Maple, Red	14
7837	Stanford Ave	Front	Stanford Ave	Ginkgo	14
7719	Stanford Ave	Front	Stanford Ave	Ginkgo	14
8046	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	14
8018	Stanford Ave	Front	Stanford Ave	Elm, Chinese	14
7836	Stanford Ave	Front	Stanford Ave	Ginkgo	15
7844	Stanford Ave	Front	Stanford Ave	Tulip Tree	16
8027	Stanford Ave	Front	Stanford Ave	Maple, Silver	16
8035	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	16
8018	Stanford Ave	Front	Stanford Ave	Oak, Shingle	16
8010	Stanford Ave	Front	Stanford Ave	Oak, Swamp White	16
8047	Stanford Ave	Side	Gay Ave	Pear, Callery 'Bradford'	16
8047	Stanford Ave	Side	Gay Ave	Pear, Callery 'Bradford'	16
8047	Stanford Ave	Side	Gay Ave	Pear, Callery 'Bradford'	16
7818	Stanford Ave	Front	Stanford Ave	Maple, Sugar	18
7911	Stanford Ave	Front	Stanford Ave	Ginkgo	18
7745	Stanford Ave	Front	Stanford Ave	Oak, Swamp White	18
8043	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	18
7832	Stanford Ave	Front	Duke Dr	Linden, Littleleaf	19
8023	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	19
7731	Stanford Ave	Front	Stanford Ave	Hackberry, Northern	20
8046	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	20
7839	Stanford Ave	Front	Stanford Ave	Oak, Northern Red	21
7732	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	22
8014	Stanford Ave	Front	Stanford Ave	Maple, Silver	22
7811	Stanford Ave	Front	Stanford Ave	Maple, Sugar	22
7743	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	23
7934	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	24
7730	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	24
7843	Stanford Ave	Front	Stanford Ave	Oak, Northern Red	24
7849	Stanford Ave	Front	Stanford Ave	Oak, Northern Red	24
7733	Stanford Ave	Front	Stanford Ave	Tulip Tree	24
7801	Stanford Ave	Side	Warder Ave	Oak, Pin	26

7736	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	26
7801	Stanford Ave	Side	Warder Ave	Oak, Pin	26
7921	Stanford Ave	Front	Stanford Ave	Maple, Silver	26
7740	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	26
7750	Stanford Ave	Side	Warder Ave	Maple, Silver	26
8001	Stanford Ave	Front	Stanford Ave	Maple, Silver	26
7822	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	27
8019	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	28
7808	Stanford Ave	Front	Stanford Ave	Oak, Northern Red	28
7750	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	29
7817	Stanford Ave	Front	Stanford Ave	Oak, Northern Red	30
7900	Stanford Ave	Side	Benlou Ave	Oak, Pin	30
7746	Stanford Ave	Front	Stanford Ave	Maple, Silver	32
7908	Stanford Ave	Front	Stanford Ave	Oak, Northern Red	34
7705	Stanford Ave	Front	Stanford Ave	Tulip Tree	34
8031	Stanford Ave	Front	Stanford Ave	Oak, Pin	34
8014	Stanford Ave	Front	Stanford Ave	Maple, Silver	36
8026	Stanford Ave	Front	Stanford Ave	Oak, Pin	38
7900	Stanford Ave	Side	Benlou Ave	Oak, Pin	39
8047	Stanford Ave	Front	Stanford Ave	Oak, Pin	40
8030	Stanford Ave	Front	Stanford Ave	Oak, Pin	42
8162	Amherst Ave	Front	Amherst Ave	Coffeetree, Kentucky	12
8158	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	14
8124	Amherst Ave	Front	Amherst Ave	Elm, Chinese	14
8116	Amherst Ave	Front	Amherst Ave	Sweetgum, Common	20
8150	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	22
8110	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	22
8115	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	22
8165	Amherst Ave	Front	Amherst Ave	Sweetgum, Common	23
8150	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	24
8134	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	26
8134	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	26
8155	Amherst Ave	Front	Amherst Ave	Sweetgum, Common	28
8165	Amherst Ave	Front	Amherst Ave	Sweetgum, Common	28
8142	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	32
8101	Amherst Ave	Front	Amherst Ave	Oak, Pin	34
8141	Gannon Ave	Front	Gannon Ave	Oak, Pin	12
8114	Gannon Ave	Front	Gannon Ave	Redbud, Eastern	13
8121	Gannon Ave	Front	Gannon Ave	Oak, White	14
8150	Gannon Ave	Front	Gannon Ave	Maple, Red	15
8121	Gannon Ave	Front	Gannon Ave	Oak, White	16
8121	Gannon Ave	Front	Gannon Ave	Sweetgum, Common	17
8126	Gannon Ave	Front	Gannon Ave	Oak, Pin	18
8160	Gannon Ave	Front	Gannon Ave	Elm, Chinese	18

8121	Gannon Ave	Front	Gannon Ave	Sweetgum, Common	20
8118	Gannon Ave	Front	Gannon Ave	Linden, Littleleaf	21
8127	Gannon Ave	Front	Gannon Ave	Oak, Post	25
8161	Gannon Ave	Front	Gannon Ave	Oak, Post	26
8133	Gannon Ave	Front	Gannon Ave	Oak, Post	28
8127	Gannon Ave	Front	Gannon Ave	Oak, Post	29
8156	Gannon Ave	Front	Gannon Ave	Oak, Shingle	31
8155	Gannon Ave	Front	Gannon Ave	Oak, Scarlet	38
8136	Groby Rd	Side	Swarthmore Ln	Oak, Pin	20
8136	Groby Rd	Side	Swarthmore Ln	Oak, Pin	24
921	Shandel Dr	Front	Shandel Dr	Oak, Swamp White	12
928	Shandel Dr	Front	Shandel Dr	Maple, Freeman	13
941	Shandel Dr	Front	Shandel Dr	Linden, Littleleaf	13
910	Shandel Dr	Front	Shandel Dr	Oak, Willow	15
920	Shandel Dr	Front	Shandel Dr	Maple, Red	22
936	Shandel Dr	Front	Shandel Dr	Maple, Silver	26
920	Shandel Dr	Front	Shandel Dr	Linden, Littleleaf	28
8154	Stanford Ave	Front	Stanford Ave	Maple, Sugar	12
8101	Stanford Ave	Front	Stanford Ave	Maple, Trident	12
8150	Stanford Ave	Front	Stanford Ave	Maple, Norway	14
8150	Stanford Ave	Front	Stanford Ave	Maple, Norway	14
8150	Stanford Ave	Front	Stanford Ave	Maple, Norway	14
8128	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	17
8101	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	26
749	Swarthmore Ln	Front	Swarthmore Ln	Linden, Littleleaf	12
821	Swarthmore Ln	Front	Swarthmore Ln	Elm, Chinese	12
724	Swarthmore Ln	Side	Stanford Ave	Pear, Callery	14
841	Swarthmore Ln	Front	Swarthmore Ln	Sweetgum, Common	24
725	Swarthmore Ln	Front	Swarthmore Ln	Maple, Sugar	26
961	Swarthmore Ln	Front	Swarthmore Ln	Oak, Pin	30
801	Swarthmore Ln	Front	Swarthmore Ln	Oak, Pin	32
935	Swarthmore Ln	Front	Swarthmore Ln	Oak, Pin	34
847	Swarthmore Ln	Front	Swarthmore Ln	Oak, Pin	35
712	Swarthmore Ln	Front	Swarthmore Ln	Oak, Northern Red	36
912	Swarthmore Ln	Front	Swarthmore Ln	Oak, Pin	38
712	Swarthmore Ln	Front	Swarthmore Ln	Oak, Northern Red	40
725	Swarthmore Ln	Front	Swarthmore Ln	Oak, Post	41
749	Swarthmore Ln	Front	Swarthmore Ln	Cherry, Black	46
8101	Tulane Ave	Front	Tulane Ave	Zelkova, Japanese	16
8121	Tulane Ave	Front	Tulane Ave	Zelkova, Japanese	16
8201	Tulane Ave	Side	Swarthmore Ln	Oak, Pin	32
8140	Tulane Ave	Side	Swarthmore Ln	Oak, Pin	33
8122	Tulane Ave	Front	Tulane Ave	Oak, Pin	34
8200	Tulane Ave	Side	Swarthmore Ln	Oak, Pin	36

8127	Tulane Ave	Front	Tulane Ave	Oak, Pin	42
860	Alanson Dr	Front	Alanson Dr	Linden, Littleleaf	12
899	Alanson Dr	Front	Alanson Dr	Oak, Overcup	12
900	Alanson Dr	Front	Alanson Dr	Oak, Pin	24
851	Alanson Dr	Side	Balson Ave	Oak, Pin	28
910	Alanson Dr	Front	Alanson Dr	Oak, Pin	31
910	Alanson Dr	Front	Alanson Dr	Oak, Pin	32
851	Alanson Dr	Side	Balson Ave	Oak, Pin	32
850	Alanson Dr	Side	Balson Ave	Oak, Pin	32
898	Alanson Dr	Side	Golf Course Dr	Oak, Pin	32
909	Alanson Dr	Front	Alanson Dr	Oak, Pin	32
860	Alanson Dr	Front	Alanson Dr	Oak, Pin	33
940	Alanson Dr	Front	Alanson Dr	Oak, Pin	34
909	Alanson Dr	Front	Alanson Dr	Oak, Pin	34
900	Alanson Dr	Front	Alanson Dr	Oak, Pin	34
941	Alanson Dr	Front	Alanson Dr	Oak, Pin	34
850	Alanson Dr	Front	Alanson Dr	Oak, Pin	36
929	Alanson Dr	Front	Alanson Dr	Oak, Pin	36
881	Alanson Dr	Front	Alanson Dr	Oak, Pin	36
935	Alanson Dr	Front	Alanson Dr	Oak, Pin	37
860	Alanson Dr	Front	Alanson Dr	Oak, Pin	38
917	Alanson Dr	Front	Alanson Dr	Oak, Pin	38
867	Alanson Dr	Front	Alanson Dr	Oak, Pin	38
898	Alanson Dr	Front	Alanson Dr	Oak, Pin	38
932	Alanson Dr	Front	Alanson Dr	Oak, Pin	39
886	Alanson Dr	Front	Alanson Dr	Oak, Pin	42
867	Alanson Dr	Front	Alanson Dr	Oak, Pin	43
932	Alanson Dr	Front	Alanson Dr	Oak, Pin	44
874	Albey Ln	Front	Albey Ln	Maple, Red	12
871	Albey Ln	Side	Alanson Dr	Maple, Red	20
921	Albey Ln	Front	Albey Ln	Oak, Pin	26
911	Albey Ln	Front	Albey Ln	Oak, Pin	30
871	Albey Ln	Side	Alanson Dr	Oak, Pin	34
902	Albey Ln	Front	Albey Ln	Oak, Pin	35
921	Albey Ln	Front	Albey Ln	Oak, Pin	35
868	Albey Ln	Front	Albey Ln	Oak, Pin	36
914	Albey Ln	Front	Albey Ln	Oak, Pin	36
871	Albey Ln	Front	Albey Ln	Oak, Pin	37
879	Albey Ln	Front	Albey Ln	Oak, Pin	38
879	Albey Ln	Front	Albey Ln	Oak, Pin	40
921	Albey Ln	Front	Albey Ln	Oak, Pin	42
8303	Amherst Ave	Front	Amherst Ave	Elm, Chinese	12
8303	Amherst Ave	Front	Amherst Ave	Spruce, Blue	12
8316	Amherst Ave	Side	University Pl	Tulip Tree	23

8316	Amherst Ave	Front	Amherst Ave	Sweetgum, Common	30
8309	Amherst Ave	Front	Amherst Ave	Oak, Pin	42
8	Anfred Walk	Rear	Berick Dr	Maple, Norway	12
8	Anfred Walk	Side	Gannon Ave	Linden, Littleleaf	12
8	Anfred Walk	Rear	Berick Dr	Oak, Pin	26
8	Anfred Walk	Side	Gannon Ave	Oak, Pin	32
8	Anfred Walk	Side	Stanford Ave	Oak, Pin	32
8	Anfred Walk	Side	Gannon Ave	Oak, Shingle	32
8	Anfred Walk	Side	Stanford Ave	Oak, Pin	34
8	Anfred Walk	Rear	Berick Dr	Oak, Pin	34
8	Anfred Walk	Rear	Berick Dr	Oak, Pin	35
8	Anfred Walk	Side	Stanford Ave	Oak, Pin	38
8	Anfred Walk	Side	Gannon Ave	Oak, Pin	42
8	Anfred Walk	Side	Gannon Ave	Oak, Pin	42
8350	Balson Ave	Front	Balson Ave	Tulip Tree	28
8360	Balson Ave	Front	Balson Ave	Oak, Pin	34
8340	Balson Ave	Front	Balson Ave	Oak, Pin	34
8310	Balson Ave	Front	Balson Ave	Oak, Pin	38
8340	Balson Ave	Front	Balson Ave	Oak, Pin	38
8315	Balson Ave	Front	Balson Ave	Oak, Pin	40
8315	Balson Ave	Front	Balson Ave	Oak, Pin	42
8301	Balson Ave	Front	Balson Ave	Oak, Pin	43
710	Berick Dr	Front	Berick Dr	Oak, Pin	17
833	Berick Dr	Front	Berick Dr	Maple, Red	18
816	Berick Dr	Front	Berick Dr	Oak, Pin	22
840	Berick Dr	Front	Berick Dr	Oak, Pin	27
821	Berick Dr	Front	Berick Dr	Oak, Pin	28
801	Berick Dr	Front	Berick Dr	Oak, Pin	28
884	Berick Dr	Front	Berick Dr	Oak, Pin	34
875	Berick Dr	Front	Berick Dr	Oak, Pin	36
869	Berick Dr	Front	Berick Dr	Oak, Pin	36
881	Berick Dr	Side	Berick Dr	Oak, Pin	36
815	Berick Dr	Front	Berick Dr	Oak, Pin	37
874	Berick Dr	Front	Berick Dr	Oak, Pin	37
810	Berick Dr	Front	Berick Dr	Oak, Pin	38
840	Berick Dr	Front	Berick Dr	Oak, Pin	38
821	Berick Dr	Front	Berick Dr	Oak, Pin	38
851	Berick Dr	Front	Berick Dr	Oak, Pin	40
880	Berick Dr	Front	Berick Dr	Oak, Pin	41
863	Berick Dr	Front	Berick Dr	Oak, Scarlet	48
816	Berick Dr	Front	Berick Dr	Oak, Pin	48
1007	Chartres Ave	Front	Chartres Ave	Oak, Pin	30
1000	Chartres Ave	Front	Chartres Ave	Oak, Pin	30
1012	Chartres Ave	Front	Chartres Ave	Oak, Pin	31

1003	Chartres Ave	Front	Chartres Ave	Oak, Pin	33
1015	Chartres Ave	Front	Chartres Ave	Oak, Pin	36
1004	Chartres Ave	Front	Chartres Ave	Oak, Pin	36
1007	Chartres Ave	Front	Chartres Ave	Oak, Pin	38
8318	Cornell Ave	Front	Cornell Ave	Sweetgum, Common	18
8301	Cornell Ave	Front	Cornell Ave	Oak, Pin	27
8301	Cornell Ave	Side	Gannon Ave	Oak, Pin	28
8347	Cornell Ave	Front	Cornell Ave	Oak, Pin	28
8329	Cornell Ave	Front	Cornell Ave	Oak, Pin	30
8318	Cornell Ave	Front	Cornell Ave	Sweetgum, Common	32
8335	Cornell Ave	Front	Cornell Ave	Oak, Pin	34
8336	Cornell Ave	Front	Cornell Ave	Oak, Pin	34
8300	Cornell Ave	Front	Cornell Ave	Oak, Post	34
8335	Cornell Ave	Front	Cornell Ave	Oak, Pin	38
935	Dalkeith Ln	Side	Dalkeith Ln	Maple, Red	14
930	Dalkeith Ln	Front	Dalkeith Ln	Pine, Austrian	17
919	Dalkeith Ln	Side	Dalkeith Ln	Oak, Pin	38
8501	Delmar Blvd	Rear	Gannon Ave	Oak, Pin	16
8501	Delmar Blvd	Side	Berick Dr	Oak, Pin	20
8501	Delmar Blvd	Rear	Gannon Ave	Oak, Pin	20
8501	Delmar Blvd	Rear	Gannon Ave	Oak, Pin	21
8501	Delmar Blvd	Side	Berick Dr	Oak, Pin	24
8501	Delmar Blvd	Rear	Gannon Ave	Oak, Pin	26
8401	Delmar Blvd	Side	Oakbrook Ln	Oak, Pin	30
8401	Delmar Blvd	Side	Oakbrook Ln	Oak, Pin	31
8424	Gannon Ave	Front	Gannon Ave	Beech, American	12
8415	Gannon Ave	Front	Gannon Ave	Pear, Callery	12
8211	Gannon Ave	Front	Gannon Ave	Maple, Sugar	13
8428	Gannon Ave	Front	Gannon Ave	Cypress, Bald	14
8332	Gannon Ave	Front	Gannon Ave	Coffeetree, Kentucky	14
8211	Gannon Ave	Front	Gannon Ave	Birch, River	16
8340	Gannon Ave	Front	Gannon Ave	Maple, Freeman	17
8426	Gannon Ave	Front	Gannon Ave	Coffeetree, Kentucky	18
8211	Gannon Ave	Front	Gannon Ave	Maple, Red	18
8427	Gannon Ave	Side	Gannon Ave	Oak, Pin	22
8428	Gannon Ave	Side	Berick Dr	Zelkova, Japanese	23
8232	Gannon Ave	Front	Gannon Ave	Oak, Pin	26
8228	Gannon Ave	Front	Gannon Ave	Oak, Pin	26
8427	Gannon Ave	Front	Gannon Ave	Oak, Pin	28
8428	Gannon Ave	Side	Berick Dr	Oak, Pin	32
8324	Gannon Ave	Front	Gannon Ave	Sweetgum, Common	34
8222	Gannon Ave	Front	Gannon Ave	Oak, Pin	34
8222	Gannon Ave	Front	Gannon Ave	Oak, Pin	36
8310	Gannon Ave	Front	Gannon Ave	Oak, Pin	38

8211	Gannon Ave	Front	Gannon Ave	Oak, Pin	40
8332	Gannon Ave	Front	Gannon Ave	Oak, Pin	42
897	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	26
928	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	30
897	Golf Course Dr	Side	Alanson Dr	Oak, Pin	32
927	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	36
921	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	36
914	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	36
920	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	36
940	Golf Course Dr	Front	Albey Ln	Oak, Pin	38
939	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	38
914	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	38
940	Golf Course Dr	Front	Albey Ln	Oak, Pin	39
946	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	41
1015	Laval Dr	Front	Laval Dr	Ash, White	23
1019	Laval Dr	Front	Laval Dr	Oak, Pin	30
1008	Laval Dr	Front	Laval Dr	Oak, Pin	32
1019	Laval Dr	Front	Laval Dr	Oak, Pin	35
1003	Laval Dr	Front	Laval Dr	Oak, Pin	38
1024	Laval Dr	Front	Laval Dr	Oak, Pin	39
1007	Laval Dr	Front	Laval Dr	Oak, Pin	40
1016	Laval Dr	Front	Laval Dr	Oak, Pin	42
1004	Laval Dr	Front	Laval Dr	Oak, Pin	44
8609	Mayflower Ct	Front	Mayflower Ct	Sweetgum, Common	18
8608	Mayflower Ct	Front	Mayflower Ct	Sweetgum, Common	20
8609	Mayflower Ct	Front	Mayflower Ct	Sweetgum, Common	22
8608	Mayflower Ct	Front	Mayflower Ct	Sweetgum, Common	22
8612	Mayflower Ct	Front	Mayflower Ct	Oak, Pin	30
8624	Mayflower Ct	Front	Mayflower Ct	Oak, Pin	32
8628	Mayflower Ct	Front	Mayflower Ct	Oak, Pin	34
8612	Mayflower Ct	Front	Mayflower Ct	Oak, Pin	35
8615	Mayflower Ct	Front	Mayflower Ct	Oak, Pin	36
8605	Mayflower Ct	Side	Mayflower Ct	Oak, Pin	44
1123	Midiron Ave	Side	Putter Ln	Ash, White	26
1107	Midiron Ave	Front	Midiron Ave	Oak, Pin	36
1117	Midiron Ave	Front	Midiron Ave	Oak, Pin	36
900	N Mcknight Rd	Side	Berick Dr	Maple, Freeman	12
900	N Mcknight Rd	Side	Berick Dr	Maple, Freeman	14
1105	N Mcknight Rd	Side	Spoon Dr	Oak, Pin	28
1101	N Mcknight Rd	Side	Spoon Dr	Oak, Pin	30
800	N Mcknight Rd	Side	Berick Dr	Oak, Pin	32
800	N Mcknight Rd	Side	Stanford Ave	Oak, Pin	34
1151	N Mcknight Rd	Side	Mayflower Ct	Oak, Pin	35
1157	N Mcknight Rd	Side	Mayflower Ct	Oak, Pin	44

614	Oakbrook Ln	Front	Oakbrook Ln	Elm, Chinese	12
852	Oakbrook Ln	Front	Oakbrook Ln	Oak, Swamp White	12
816	Oakbrook Ln	Front	Oakbrook Ln	Maple, Sugar	13
701	Oakbrook Ln	Side	Gannon Ave	Linden, Littleleaf	14
816	Oakbrook Ln	Front	Oakbrook Ln	Elm, Chinese	14
816	Oakbrook Ln	Front	Oakbrook Ln	Birch, River	16
805	Oakbrook Ln	Side	Stanford Ave	Pear, Callery	18
737	Oakbrook Ln	Side	Stanford Ave	Sweetgum, Common	20
805	Oakbrook Ln	Side	Stanford Ave	Pear, Callery	20
750	Oakbrook Ln	Front	Oakbrook Ln	Linden, Littleleaf	22
805	Oakbrook Ln	Front	Oakbrook Ln	Pear, Callery	24
805	Oakbrook Ln	Side	Stanford Ave	Pear, Callery	24
805	Oakbrook Ln	Front	Oakbrook Ln	Pear, Callery	25
717	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	26
750	Oakbrook Ln	Side	Cornell Ave	Oak, Pin	26
869	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	28
849	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	28
720	Oakbrook Ln	Side	Cornell Ave	Oak, Post	28
700	Oakbrook Ln	Side	Gannon Ave	Oak, Pin	28
800	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	30
717	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	31
860	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	32
717	Oakbrook Ln	Side	Cornell Ave	Oak, Pin	33
701	Oakbrook Ln	Side	Gannon Ave	Oak, Pin	34
709	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	34
846	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	36
846	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	36
857	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	36
808	Oakbrook Ln	Side	Balson Ave	Oak, Pin	36
863	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	38
760	Oakbrook Ln	Front	Oakbrook Ln	Oak, Northern Red	40
856	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	40
883	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	40
849	Oakbrook Ln	Side	Oakbrook Ct	Oak, Pin	40
883	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	42
8631	Old Bonhomme Rd	Front	Old Bonhomme Rd	Pear, Callery	16
8631	Old Bonhomme Rd	Front	Old Bonhomme Rd	Pear, Callery	17
8404	Old Bonhomme Rd	Side	Golf Course Dr	Oak, Pin	28
8312	Old Bonhomme Rd	Side	Golf Course Dr	Oak, Pin	30
8404	Old Bonhomme Rd	Side	Golf Course Dr	Oak, Pin	35

8404	Old Bonhomme Rd	Side	Golf Course Dr	Oak, Pin	42
8444	Old Bonhomme Rd	Side	Alanson Dr	Oak, Pin	42
1124	Putter Ln	Front	Putter Ln	Linden, Littleleaf	22
1110	Putter Ln	Front	Putter Ln	Oak, Pin	26
1141	Putter Ln	Front	Putter Ln	Ash, White	26
1129	Putter Ln	Front	Putter Ln	Ash, White	28
1117	Putter Ln	Front	Putter Ln	Oak, Pin	36
1107	Putter Ln	Front	Putter Ln	Oak, Pin	36
8618	Rowland Dr	Front	Rowland Dr	Ash, White	12
8631	Spoon Dr	Side	Putter Ln	Oak, Pin	16
8666	Spoon Dr	Front	Spoon Dr	Sweetgum, Common	22
8669	Spoon Dr	Front	Spoon Dr	Oak, Pin	24
8658	Spoon Dr	Front	Spoon Dr	Oak, Pin	26
8623	Spoon Dr	Side	Midiron Ave	Oak, Pin	30
8650	Spoon Dr	Front	Spoon Dr	Oak, Pin	30
8679	Spoon Dr	Front	Spoon Dr	Oak, Pin	30
8679	Spoon Dr	Front	Spoon Dr	Oak, Pin	30
8670	Spoon Dr	Front	Spoon Dr	Oak, Pin	30
8639	Spoon Dr	Front	Spoon Dr	Oak, Pin	32
8639	Spoon Dr	Side	Putter Ln	Oak, Pin	32
8631	Spoon Dr	Side	Putter Ln	Oak, Pin	34
8626	Spoon Dr	Front	Spoon Dr	Oak, Pin	34
8627	Spoon Dr	Front	Spoon Dr	Oak, Pin	35
8622	Spoon Dr	Front	Spoon Dr	Oak, Pin	36
8638	Spoon Dr	Front	Spoon Dr	Oak, Pin	38
8626	Spoon Dr	Front	Spoon Dr	Oak, Pin	38
8678	Spoon Dr	Front	Spoon Dr	Oak, Pin	39
8679	Spoon Dr	Front	Spoon Dr	Oak, Pin	40
8434	Stanford Ave	Side	Berick Dr	Catalpa, Northern	14
8417	Stanford Ave	Front	Stanford Ave	Pear, Callery	24
8324	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	26
8324	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	26
8434	Stanford Ave	Front	Stanford Ave	Oak, Overcup	38
8416	Stanford Ave	Front	Stanford Ave	Oak, Pin	38
8330	Stanford Ave	Front	Stanford Ave	Oak, Pin	38
8325	Stanford Ave	Front	Stanford Ave	Oak, Pin	38
846	University Pl	Front	University Pl	Maple, Freeman	12
825	University Pl	Front	University Pl	Elm, American	16
840	University Pl	Front	University Pl	Oak, Pin	32
834	University Pl	Side	Amherst Ave	Oak, Pin	42
819	University Pl	Front	University Pl	Oak, Pin	44
835	University Pl	Front	University Pl	Oak, Pin	46

521	Donne Ave	Front	Donne Ave	Linden, Littleleaf	18
510	Donne Ave	Front	Donne Ave	Hackberry, Northern	18
514	Donne Ave	Front	Donne Ave	Ginkgo	19
507	Donne Ave	Front	Donne Ave	Sweetgum, Common	24
521	Donne Ave	Front	Donne Ave	Tulip Tree	28
531	Donne Ave	Front	Donne Ave	Pear, Callery	18
515	Donne Ave	Front	Donne Ave	Ash, White	24
522	Donne Ave	Front	Donne Ave	Oak, Pin	26
530	Donne Ave	Front	Donne Ave	Maple, Red	27
512	East Dr	Front	East Dr	Tulip Tree	28
314	Gay Ave	Side	Lafon Pl	Maple, Hedge	14

PART 2 – CONTACT

For more information, questions or clarification please contact:

Jacob Kaiser, Forestry Supervisor
 jkaiser@ucitymo.org
 (314) 704-9173

BID PROPOSAL

Project: _____, a:
(Name of Bidder)

(check one)

- corporation or limited liability company organized and existing under the laws of the State of _____;
- _____ partnership;
- individual doing business as _____;
- other (specify) _____;

(hereinafter, the "Bidder"), having carefully examined the Bid Documents including the Plans and Specifications and Project Manual for the Project, which Bid Documents are hereby made a part of this Bid Proposal, the Project site and all conditions relating to construction and labor under which the Work will be performed, hereby propose and agree to furnish all necessary machinery, tools, apparatus and other means of construction, and to perform all Work and furnish all the materials specified in the Contract Documents in the manner and time therein prescribed, and in accordance with the Unit Price Extension Sheet attached hereto for a Base Bid of \$_____.

The Contractor shall employ _____ as Superintendent for the Project, who shall represent the Contractor to the City and all communications given to the Superintendent shall be as binding as if given to the Contractor and perform all duties required of the Superintendent as provides in the Bid Documents. A list of the Superintendent's qualifications is attached as a part of this Bid Proposal. This Superintendent's name and cell phone number shall be provided to the City prior to beginning work.

Bid security in the amount of five (5%) percent of the Base Bid in the form of:

(check one)

- a bank draft or certified check payable to the City of University City, Missouri; or
- a Bid Bond executed by the Bidder and by a good and sufficient surety;

which is attached to this Bid Proposal, is hereby posted in accordance with the Instructions to Bidders. For purposes of this paragraph, the Base Bid shall be the Base Bid as extended on the attached Unit Price Extension Sheet, exclusive of any numbered Alternates.

If notified by the City in writing of the acceptance of this Bid Proposal within ninety (90) days of the scheduled date for receipt of bids, the Bidder agrees to within five (5) days of receipt of such written notification: (i) execute the City-Contractor Agreement to perform the Work for above stated compensation; and (ii) furnish a satisfactory Performance and Maintenance Bond and, if required, a satisfactory Payment Bond, each with good and sufficient surety and in the full amount of the Contract Sum as set forth in the City-Contractor Agreement and accepted by the City. The Bidder hereby acknowledges and agrees that in the event of the Bidder's failure to comply in all respects with this paragraph, the accompanying Bid security shall be declared forfeit.

The undersigned Authorized Representative, under oath, hereby affirms that the Bidder is enrolled and will continue to participate in a federal work authorization program in respect to

employees that will work in connection with the contracted services related to the Project that is the subject of this Bid Proposal for the duration of the contract, if awarded, in accordance with Section 285.530.2 R.S.Mo., and that the Bidder does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Bidder's participation in a federal work authorization program.

(BIDDER MUST ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM)

Pursuant to Section 208.009 RSMo., attached to this Bid Proposal is affirmative proof that the Authorized Representative for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States.

(AUTHORIZED REPRESENTATIVE MUST ATTACH DOCUMENTARY PROOF OF LAWFUL PRESENCE, AS INDICATED ABOVE)

_____, BIDDER
(Legal Name of Person, Firm or Corporation)

Signature of Authorized Representative

Date

Typed Name

Title

Bidder's Street Address

Bidder's Telephone Number

City, State, Zip

Bidder's Fax Number

STATE OF MISSOURI)

COUNTY OF _____) ss.
)

Subscribed and sworn to before me this ___ day of _____, 2023.

[SEAL]

 Notary Public

My commission expires on _____.

addresses	street	side	onstr	SPP_com	DBH	Price \$
1050	Mona Dr	Front	Shaftesbury Ave	Maple, Silver	20	\$
1050	Mona Dr	Side	Shaftesbury Ave	Maple, Silver	24	\$
1124	Mona Dr	Front	Mona Dr	Maple, Silver	30	\$
1110	Mona Dr	Front	Mona Dr	Oak, Northern Red	18	\$
1106	Mona Dr	Front	Mona Dr	Oak, Northern Red	20	\$
1086	Mona Dr	Front	Mona Dr	Oak, Pin	28	\$
1070	Mona Dr	Front	Mona Dr	Oak, Pin	34	\$
1050	Mona Dr	Front	Mona Dr	Oak, Pin	36	\$
1078	Mona Dr	Front	Mona Dr	Oak, Pin	37	\$
1058	Mona Dr	Front	Mona Dr	Oak, Pin	39	\$
1110	Mona Dr	Front	Mona Dr	Pear, Callery	15	\$
1051	North And South Rd	Side	Shaftesbury Ave	Pear, Callery	20	\$
1050	Groby Rd	Side	Ahern Ave	Elm, American	14	\$
1044	Groby Rd	Front	Groby Rd	Oak, Northern Red	16	\$
1066	Groby Rd	Front	Groby Rd	Oak, Northern Red	16	\$
1012	Groby Rd	Front	Groby Rd	Maple, Red	18	\$
1083	Groby Rd	Front	Groby Rd	Hackberry, Northern	19	\$
1090	Groby Rd	Front	Groby Rd	Pear, Callery	20	\$
1095	Groby Rd	Front	Groby Rd	Pear, Callery	22	\$
1091	Groby Rd	Front	Groby Rd	Pear, Callery	22	\$
1045	Groby Rd	Front	Groby Rd	Oak, Pin	22	\$
1062	Groby Rd	Front	Groby Rd	Oak, Pin	24	\$
1008	Groby Rd	Front	Groby Rd	Oak, Pin	26	\$
1004	Groby Rd	Front	Groby Rd	Oak, Pin	28	\$
1039	Groby Rd	Front	Groby Rd	Elm, Siberian	28	\$
1050	Groby Rd	Front	Groby Rd	Oak, Pin	28	\$
1045	Groby Rd	Front	Groby Rd	Elm, Siberian	32	\$
1032	Groby Rd	Front	Groby Rd	Oak, Pin	32	\$
1040	Groby Rd	Front	Groby Rd	Oak, Pin	33	\$
1036	Groby Rd	Front	Groby Rd	Oak, Pin	34	\$
1050	Groby Rd	Front	Groby Rd	Oak, Pin	34	\$

CITY OF UNIVERSITY CITY, MISSOURI

Tree Trimming Project

1074	Groby Rd	Front	Groby Rd	Sycamore, American	40	\$
1000	Groby Rd	Front	Groby Rd	Oak, Pin	42	\$
7718	Amherst Ave	Front	Amherst Ave	Oak, Chinkapin	18	\$
7853	Balson Ave	Side	Saxony Ct	Sweetgum, Common	22	\$
7853	Balson Ave	Side	Saxony Ct	Sweetgum, Common	25	\$
7901	Balson Ave	Side	Saxony Ct	Sweetgum, Common	28	\$
7808	Balson Ave	Front	Balson Ave	Sycamore, American	34	\$
8025	Blackberry Ave	Front	Blackberry Ave	Oak, Northern Red	20	\$
7905	Blackberry Ave	Front	Blackberry Ave	Maple, Silver	28	\$
7715	Blackberry Ave	Front	Blackberry Ave	Oak, Shingle	39	\$
7807	Blackberry Ave	Front	Blackberry Ave	Elm, American	43	\$
912	Blackberry Pl	Front	Blackberry Pl	Ash, White	18	\$
960	Blackberry Pl	Front	Blackberry Pl	Linden, Littleleaf	19	\$
930	Blackberry Pl	Front	Blackberry Pl	Sweetgum, Common	22	\$
954	Blackberry Pl	Front	Blackberry Pl	Oak, Pin	26	\$
930	Blackberry Pl	Front	Blackberry Pl	Sweetgum, Common	30	\$
954	Blackberry Pl	Front	Blackberry Pl	Oak, Pin	31	\$
948	Blackberry Pl	Front	Blackberry Pl	Oak, Pin	36	\$
966	Blackberry Pl	Front	Blackberry Pl	Oak, Pin	38	\$
938	Briarwood Ln	Front	Briarwood Ln	Chery, Japanese Flowering	13	\$
928	Briarwood Ln	Front	Briarwood Ln	Maple, Red	18	\$
929	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	27	\$
946	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	30	\$
929	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	32	\$
945	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	33	\$
946	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	34	\$
922	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	36	\$
929	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	36	\$
942	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	38	\$
949	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	46	\$
953	Briarwood Ln	Front	Briarwood Ln	Oak, Pin	47	\$
7745	Burr Oak Ln	Front	Burr Oak Ln	Maple, Hedge	13	\$
7748	Burr Oak Ln	Front	Burr Oak Ln	Coffeetree, Kentucky	14	\$
7742	Burr Oak Ln	Front	Burr Oak Ln	Tulip Tree	14	\$
7733	Burr Oak Ln	Front	Burr Oak Ln	Zelkova, Japanese	19	\$
7727	Burr Oak Ln	Front	Burr Oak Ln	Elm, American	22	\$
7716	Burr Oak Ln	Side	Wild Cherry Ln	Maple, Sugar	22	\$
7730	Burr Oak Ln	Front	Burr Oak Ln	Oak, Pin	26	\$
7715	Burr Oak Ln	Side	Wild Cherry Ln	Oak, Pin	30	\$
7730	Burr Oak Ln	Front	Burr Oak Ln	Oak, Pin	36	\$
851	Lionsgate Dr	Front	Lionsgate Dr	Oak, Overcup	16	\$
839	Lionsgate Dr	Front	Lionsgate Dr	Oak, Overcup	19	\$
834	Lionsgate Dr	Front	Lionsgate Dr	Oak, Overcup	21	\$

CITY OF UNIVERSITY CITY, MISSOURI

Tree Trimming Project

1001	North And South Rd	Side	Peach Tree Ln	Oak, Pin	26	\$
7736	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	28	\$
7718	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	28	\$
7736	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	29	\$
7733	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	30	\$
7745	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	30	\$
7742	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	31	\$
7724	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	32	\$
7718	Peach Tree Ln	Side	Wild Cherry Ln	Oak, Pin	32	\$
7715	Peach Tree Ln	Side	Wild Cherry Ln	Oak, Pin	32	\$
7727	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	33	\$
7718	Peach Tree Ln	Side	Wild Cherry Ln	Oak, Pin	34	\$
7739	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	36	\$
7736	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	38	\$
7745	Peach Tree Ln	Side	Warder Ave	Oak, Pin	38	\$
7730	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	38	\$
7721	Peach Tree Ln	Front	Peach Tree Ln	Oak, Pin	40	\$
847	Saxony Ct	Front	Saxony Ct	Oak, Pin	24	\$
848	Saxony Ct	Front	Saxony Ct	Oak, Pin	37	\$
830	Warder Ave	Front	Warder Ave	Tulip Tree	12	\$
833	Warder Ave	Front	Warder Ave	Cypress, Bald	16	\$
943	Warder Ave	Front	Warder Ave	Oak, Pin	30	\$
967	Warder Ave	Front	Warder Ave	Oak, Pin	32	\$
987	Warder Ave	Front	Warder Ave	Oak, Pin	36	\$
931	Warder Ave	Front	Warder Ave	Oak, Pin	38	\$
967	Warder Ave	Front	Warder Ave	Oak, Pin	42	\$
7921	Westover Pl	Side	Groby Rd	Oak, Swamp White	22	\$
1000	Wild Cherry Ln	Front	Wild Cherry Ln	Linden, Littleleaf	17	\$
1024	Wild Cherry Ln	Front	Wild Cherry Ln	Linden, Littleleaf	22	\$
830	Wild Cherry Ln	Side	Balson Ave	Cypress, Bald	26	\$
942	Wild Cherry Ln	Side	Peach Tree Ln	Oak, Pin	30	\$
924	Wild Cherry Ln	Front	Wild Cherry Ln	Oak, Pin	31	\$
942	Wild Cherry Ln	Side	Peach Tree Ln	Oak, Pin	31	\$
942	Wild Cherry Ln	Side	Peach Tree Ln	Oak, Pin	32	\$
942	Wild Cherry Ln	Front	Wild Cherry Ln	Oak, Pin	32	\$
942	Wild Cherry Ln	Front	Wild Cherry Ln	Sycamore, American	35	\$
924	Wild Cherry Ln	Front	Wild Cherry Ln	Oak, Pin	40	\$
7750	Wild Plum Ln	Side	Warder Ave	Sweetgum, Common	22	\$
7715	Wild Plum Ln	Side	Wild Cherry Ln	Linden, Littleleaf	23	\$
7716	Wild Plum Ln	Side	Wild Cherry Ln	Oak, Pin	41	\$
7716	Wild Plum Ln	Side	Wild Cherry Ln	Oak, Pin	41	\$
8041	Blackberry Ave	Side	Mulberry Ln	Oak, Pin	28	\$
8041	Blackberry Ave	Side	Mulberry Ln	Oak, Pin	36	\$
8041	Blackberry Ave	Front	Blackberry Ave	Oak, Pin	39	\$

CITY OF UNIVERSITY CITY, MISSOURI

Tree Trimming Project

8041	Blackberry Ave	Front	Blackberry Ave	Oak, Pin	40	\$
7847	Cornell Ave	Front	Cornell Ave	Oak, Swamp White	12	\$
7851	Cornell Ave	Front	Cornell Ave	Birch, River	12	\$
7821	Cornell Ave	Front	Cornell Ave	Coffeetree, Kentucky	12	\$
7750	Cornell Ave	Side	Warder Ave	Oak, Shumard	12	\$
8024	Cornell Ave	Front	Cornell Ave	Redbud, Eastern	12	\$
7904	Cornell Ave	Front	Cornell Ave	Maple, Sugar	14	\$
7851	Cornell Ave	Front	Cornell Ave	Oak, English	14	\$
7933	Cornell Ave	Front	Cornell Ave	Linden, Littleleaf	14	\$
7937	Cornell Ave	Front	Cornell Ave	Maple, Red	14	\$
7707	Cornell Ave	Front	Cornell Ave	Maple, Hedge	14	\$
7825	Cornell Ave	Front	Cornell Ave	Oak, Swamp White	14	\$
7750	Cornell Ave	Side	Warder Ave	Oak, Shumard	14	\$
7831	Cornell Ave	Front	Cornell Ave	Linden, Littleleaf	14	\$
8000	Cornell Ave	Front	Cornell Ave	Maple, Red	14	\$
7851	Cornell Ave	Side	Benlou Ave	Birch, River	15	\$
7730	Cornell Ave	Front	Cornell Ave	Maple, Freeman	15	\$
7900	Cornell Ave	Front	Cornell Ave	Maple, Sugar	16	\$
7843	Cornell Ave	Front	Cornell Ave	Oak, Northern Red	16	\$
7801	Cornell Ave	Side	Warder Ave	Oak, Bur	16	\$
7947	Cornell Ave	Front	Cornell Ave	Hardy Rubber Tree	16	\$
7918	Cornell Ave	Front	Cornell Ave	Maple, Silver	16	\$
7737	Cornell Ave	Front	Cornell Ave	Maple, Red	16	\$
7741	Cornell Ave	Front	Cornell Ave	Tupelo, Black	16	\$
7944	Cornell Ave	Side	Center Dr	Oak, Shingle	16	\$
7901	Cornell Ave	Front	Cornell Ave	Maple, Sugar	17	\$
7905	Cornell Ave	Front	Cornell Ave	Maple, Sugar	17	\$
8027	Cornell Ave	Front	Cornell Ave	Oak, Northern Red	17	\$
7805	Cornell Ave	Front	Cornell Ave	Ginkgo	18	\$
7808	Cornell Ave	Front	Cornell Ave	Linden, Littleleaf	18	\$
7918	Cornell Ave	Front	Cornell Ave	Maple, Silver	18	\$
7834	Cornell Ave	Front	Cornell Ave	Pagoda Tree, Japanese	18	\$
7721	Cornell Ave	Front	Cornell Ave	Oak, Northern Red	19	\$
7838	Cornell Ave	Front	Cornell Ave	Oak, Northern Red	20	\$
7807	Cornell Ave	Front	Cornell Ave	Ginkgo	20	\$
7851	Cornell Ave	Side	Benlou Ave	Ginkgo	20	\$
7831	Cornell Ave	Front	Cornell Ave	Pagoda Tree, Japanese	20	\$
7835	Cornell Ave	Front	Cornell Ave	Maple, Silver	20	\$
7731	Cornell Ave	Front	Cornell Ave	Oak, White	20	\$
8016	Cornell Ave	Front	Cornell Ave	Maple, Silver	21	\$
7837	Cornell Ave	Front	Cornell Ave	Pagoda Tree, Japanese	22	\$
7801	Cornell Ave	Front	Cornell Ave	Ginkgo	22	\$
7947	Cornell Ave	Front	Cornell Ave	Oak, Sawtooth	22	\$
7848	Cornell Ave	Side	Benlou Ave	Maple, Silver	24	\$
7848	Cornell Ave	Side	Benlou Ave	Maple, Silver	25	\$

CITY OF UNIVERSITY CITY, MISSOURI

Tree Trimming Project

7944	Cornell Ave	Side	Center Dr	Oak, Shingle	26	\$
7817	Cornell Ave	Front	Cornell Ave	Maple, Silver	27	\$
7841	Cornell Ave	Front	Cornell Ave	Maple, Silver	28	\$
7851	Cornell Ave	Front	Cornell Ave	Maple, Silver	28	\$
7830	Cornell Ave	Front	Cornell Ave	Pagoda Tree, Japanese	28	\$
7735	Cornell Ave	Front	Cornell Ave	Maple, Silver	32	\$
7701	Cornell Ave	Front	Cornell Ave	Spruce, Norway	36	\$
7750	Cornell Ave	Front	Cornell Ave	Oak, Pin	36	\$
8035	Cornell Ave	Front	Cornell Ave	Oak, Pin	37	\$
7700	Cornell Ave	Front	Cornell Ave	Oak, Pin	38	\$
7744	Cornell Ave	Front	Cornell Ave	Oak, Pin	38	\$
8021	Cornell Ave	Front	Cornell Ave	Oak, Pin	38	\$
7828	Cornell Ave	Front	Cornell Ave	Oak, Pin	40	\$
7900	Cornell Ave	Side	Benlou Ave	Oak, Pin	42	\$
7901	Cornell Ave	Front	Cornell Ave	Oak, Pin	42	\$
7944	Cornell Ave	Front	Cornell Ave	Oak, Pin	43	\$
7741	Gannon Ave	Front	Gannon Ave	Hardy Rubber Tree	12	\$
7910	Gannon Ave	Front	Gannon Ave	Oak, White	12	\$
7906	Gannon Ave	Front	Gannon Ave	Sweetgum, Common	12	\$
7827	Gannon Ave	Front	Gannon Ave	Beech, American	12	\$
7931	Gannon Ave	Front	Gannon Ave	Ginkgo	12	\$
7833	Gannon Ave	Front	Gannon Ave	Maple, Red	12	\$
7833	Gannon Ave	Front	Gannon Ave	Redwood, Dawn	12	\$
7936	Gannon Ave	Front	Gannon Ave	Maple, Freeman	12	\$
7819	Gannon Ave	Front	Gannon Ave	Elm, Chinese	13	\$
7941	Gannon Ave	Front	Gannon Ave	Tupelo, Black	13	\$
7849	Gannon Ave	Side	Benlou Ave	Hackberry, Northern	13	\$
8031	Gannon Ave	Front	Gannon Ave	Hackberry, Northern	13	\$
8049	Gannon Ave	Front	Gannon Ave	Elm, Chinese	13	\$
7843	Gannon Ave	Front	Gannon Ave	Magnolia, Chinese; Saucer	13	\$
7906	Gannon Ave	Front	Gannon Ave	Hickory, Shagbark	14	\$
7849	Gannon Ave	Front	Gannon Ave	Walnut, Black	14	\$
7922	Gannon Ave	Front	Gannon Ave	Tulip Tree	14	\$
7731	Gannon Ave	Front	Gannon Ave	Tupelo, Black	14	\$
8042	Gannon Ave	Front	Gannon Ave	Spruce, Norway	14	\$
7949	Gannon Ave	Side	Center Dr	Birch, River	14	\$
7901	Gannon Ave	Side	Benlou Ave	Birch, River	16	\$
7846	Gannon Ave	Front	Gannon Ave	Oak, Northern Red	16	\$
7809	Gannon Ave	Front	Gannon Ave	Ginkgo	16	\$
7806	Gannon Ave	Front	Gannon Ave	Linden, Littleleaf	16	\$
7849	Gannon Ave	Front	Gannon Ave	Oak, Shingle	16	\$
7723	Gannon Ave	Front	Gannon Ave	Maple, Sugar	16	\$
8031	Gannon Ave	Front	Gannon Ave	Hackberry, Northern	16	\$
8038	Gannon Ave	Front	Gannon Ave	Linden, Littleleaf	16	\$

CITY OF UNIVERSITY CITY, MISSOURI

Tree Trimming Project

8006	Gannon Ave	Front	Gannon Ave	Maple, Sugar	16	\$
8001	Gannon Ave	Side	Center Dr	Pear, Callery	16	\$
8019	Gannon Ave	Front	Gannon Ave	Oak, Pin	17	\$
7933	Gannon Ave	Front	Gannon Ave	Linden, Littleleaf	18	\$
7806	Gannon Ave	Front	Gannon Ave	Maple, Silver	18	\$
8024	Gannon Ave	Front	Gannon Ave	Maple, Norway	18	\$
7805	Gannon Ave	Front	Gannon Ave	Ginkgo	19	\$
7749	Gannon Ave	Side	Warder Ave	Ginkgo	20	\$
7846	Gannon Ave	Front	Gannon Ave	Oak, Pin	20	\$
7841	Gannon Ave	Front	Gannon Ave	Linden, Littleleaf	20	\$
7847	Gannon Ave	Front	Gannon Ave	Redwood, Dawn	20	\$
7731	Gannon Ave	Front	Gannon Ave	Maple, Sugar	20	\$
8042	Gannon Ave	Front	Gannon Ave	Sweetgum, Common	20	\$
7726	Gannon Ave	Front	Gannon Ave	Maple, Sugar	22	\$
7717	Gannon Ave	Front	Gannon Ave	Maple, Sugar	22	\$
8019	Gannon Ave	Front	Gannon Ave	Oak, Pin	23	\$
7745	Gannon Ave	Front	Gannon Ave	Maple, Sugar	24	\$
7947	Gannon Ave	Front	Gannon Ave	Maple, Silver	24	\$
8039	Gannon Ave	Front	Gannon Ave	Sycamore, American	26	\$
8015	Gannon Ave	Front	Gannon Ave	Oak, Pin	26	\$
7831	Gannon Ave	Front	Gannon Ave	Oak, Post	27	\$
7744	Gannon Ave	Front	Gannon Ave	Oak, Pin	28	\$
8027	Gannon Ave	Front	Gannon Ave	Pear, Callery	30	\$
8039	Gannon Ave	Front	Gannon Ave	Sycamore, American	30	\$
8001	Gannon Ave	Front	Gannon Ave	Oak, Pin	30	\$
8045	Gannon Ave	Front	Gannon Ave	Oak, Northern Red	31	\$
7814	Gannon Ave	Front	Gannon Ave	Oak, Post	32	\$
7834	Gannon Ave	Front	Gannon Ave	Oak, Northern Red	34	\$
7849	Gannon Ave	Side	Benlou Ave	Oak, Pin	36	\$
7901	Gannon Ave	Side	Benlou Ave	Tulip Tree	40	\$
7941	Gannon Ave	Front	Gannon Ave	Sycamore, American	40	\$
7932	Gannon Ave	Front	Gannon Ave	Oak, Post	41	\$
7820	Gannon Ave	Front	Gannon Ave	Oak, Post	43	\$
8024	Gannon Ave	Front	Gannon Ave	Oak, Scarlet	46	\$
8000	Gannon Ave	Front	Gannon Ave	Oak, Pin	48	\$
912	Gay Ave	Front	Gay Ave	Maple, Red	12	\$
924	Gay Ave	Front	Gay Ave	Hornbeam, American	13	\$
921	Gay Ave	Front	Gay Ave	Oak, Chinkapin	14	\$
912	Gay Ave	Front	Gay Ave	Maple, Red	14	\$
901	Gay Ave	Front	Gay Ave	Maple, Red	18	\$
951	Gay Ave	Front	Gay Ave	Oak, Pin	26	\$
921	Gay Ave	Front	Gay Ave	Oak, Pin	27	\$
945	Gay Ave	Front	Gay Ave	Oak, Pin	28	\$
966	Gay Ave	Front	Gay Ave	Oak, Pin	30	\$
945	Gay Ave	Front	Gay Ave	Sycamore, American	34	\$

CITY OF UNIVERSITY CITY, MISSOURI

Tree Trimming Project

951	Gay Ave	Front	Gay Ave	Oak, Pin	34	\$
936	Gay Ave	Front	Gay Ave	Oak, Pin	34	\$
963	Gay Ave	Front	Gay Ave	Oak, Pin	35	\$
960	Gay Ave	Front	Gay Ave	Oak, Pin	36	\$
942	Gay Ave	Front	Gay Ave	Sycamore, American	38	\$
943	Mulberry Ln	Front	Mulberry Ln	Maple, Silver	28	\$
947	Mulberry Ln	Front	Mulberry Ln	Oak, Pin	32	\$
919	Mulberry Ln	Front	Mulberry Ln	Oak, Pin	32	\$
951	Mulberry Ln	Front	Mulberry Ln	Oak, Pin	42	\$
7944	Stanford Ave	Front	Stanford Ave	Maple, Freeman	12	\$
7926	Stanford Ave	Front	Stanford Ave	Tulip Tree	12	\$
7900	Stanford Ave	Side	Benlou Ave	Cypress, Bald	12	\$
7701	Stanford Ave	Front	Stanford Ave	Tulip Tree	12	\$
7828	Stanford Ave	Front	Stanford Ave	Maple, Red	12	\$
8006	Stanford Ave	Front	Stanford Ave	Maple, Freeman	12	\$
8047	Stanford Ave	Side	Gay Ave	Pear, Callery 'Bradford'	12	\$
7824	Stanford Ave	Front	Stanford Ave	Hackberry, Northern	13	\$
7725	Stanford Ave	Front	Stanford Ave	Ginkgo	13	\$
7816	Stanford Ave	Front	Stanford Ave	Maple, Red	14	\$
7837	Stanford Ave	Front	Stanford Ave	Ginkgo	14	\$
7719	Stanford Ave	Front	Stanford Ave	Ginkgo	14	\$
8046	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	14	\$
8018	Stanford Ave	Front	Stanford Ave	Elm, Chinese	14	\$
7836	Stanford Ave	Front	Stanford Ave	Ginkgo	15	\$
7844	Stanford Ave	Front	Stanford Ave	Tulip Tree	16	\$
8027	Stanford Ave	Front	Stanford Ave	Maple, Silver	16	\$
8035	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	16	\$
8018	Stanford Ave	Front	Stanford Ave	Oak, Shingle	16	\$
8010	Stanford Ave	Front	Stanford Ave	Oak, Swamp White	16	\$
8047	Stanford Ave	Side	Gay Ave	Pear, Callery 'Bradford'	16	\$
8047	Stanford Ave	Side	Gay Ave	Pear, Callery 'Bradford'	16	\$
8047	Stanford Ave	Side	Gay Ave	Pear, Callery 'Bradford'	16	\$
7818	Stanford Ave	Front	Stanford Ave	Maple, Sugar	18	\$
7911	Stanford Ave	Front	Stanford Ave	Ginkgo	18	\$
7745	Stanford Ave	Front	Stanford Ave	Oak, Swamp White	18	\$
8043	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	18	\$
7832	Stanford Ave	Front	Duke Dr	Linden, Littleleaf	19	\$
8023	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	19	\$
7731	Stanford Ave	Front	Stanford Ave	Hackberry, Northern	20	\$
8046	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	20	\$
7839	Stanford Ave	Front	Stanford Ave	Oak, Northern Red	21	\$
7732	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	22	\$
8014	Stanford Ave	Front	Stanford Ave	Maple, Silver	22	\$
7811	Stanford Ave	Front	Stanford Ave	Maple, Sugar	22	\$
7743	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	23	\$

CITY OF UNIVERSITY CITY, MISSOURI

Tree Trimming Project

7934	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	24	\$
7730	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	24	\$
7843	Stanford Ave	Front	Stanford Ave	Oak, Northern Red	24	\$
7849	Stanford Ave	Front	Stanford Ave	Oak, Northern Red	24	\$
7733	Stanford Ave	Front	Stanford Ave	Tulip Tree	24	\$
7801	Stanford Ave	Side	Warder Ave	Oak, Pin	26	\$
7736	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	26	\$
7801	Stanford Ave	Side	Warder Ave	Oak, Pin	26	\$
7921	Stanford Ave	Front	Stanford Ave	Maple, Silver	26	\$
7740	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	26	\$
7750	Stanford Ave	Side	Warder Ave	Maple, Silver	26	\$
8001	Stanford Ave	Front	Stanford Ave	Maple, Silver	26	\$
7822	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	27	\$
8019	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	28	\$
7808	Stanford Ave	Front	Stanford Ave	Oak, Northern Red	28	\$
7750	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	29	\$
7817	Stanford Ave	Front	Stanford Ave	Oak, Northern Red	30	\$
7900	Stanford Ave	Side	Benlou Ave	Oak, Pin	30	\$
7746	Stanford Ave	Front	Stanford Ave	Maple, Silver	32	\$
7908	Stanford Ave	Front	Stanford Ave	Oak, Northern Red	34	\$
7705	Stanford Ave	Front	Stanford Ave	Tulip Tree	34	\$
8031	Stanford Ave	Front	Stanford Ave	Oak, Pin	34	\$
8014	Stanford Ave	Front	Stanford Ave	Maple, Silver	36	\$
8026	Stanford Ave	Front	Stanford Ave	Oak, Pin	38	\$
7900	Stanford Ave	Side	Benlou Ave	Oak, Pin	39	\$
8047	Stanford Ave	Front	Stanford Ave	Oak, Pin	40	\$
8030	Stanford Ave	Front	Stanford Ave	Oak, Pin	42	\$
8162	Amherst Ave	Front	Amherst Ave	Coffeetree, Kentucky	12	\$
8158	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	14	\$
8124	Amherst Ave	Front	Amherst Ave	Elm, Chinese	14	\$
8116	Amherst Ave	Front	Amherst Ave	Sweetgum, Common	20	\$
8150	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	22	\$
8110	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	22	\$
8115	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	22	\$
8165	Amherst Ave	Front	Amherst Ave	Sweetgum, Common	23	\$
8150	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	24	\$
8134	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	26	\$
8134	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	26	\$
8155	Amherst Ave	Front	Amherst Ave	Sweetgum, Common	28	\$
8165	Amherst Ave	Front	Amherst Ave	Sweetgum, Common	28	\$
8142	Amherst Ave	Front	Amherst Ave	Linden, Littleleaf	32	\$
8101	Amherst Ave	Front	Amherst Ave	Oak, Pin	34	\$
8141	Gannon Ave	Front	Gannon Ave	Oak, Pin	12	\$
8114	Gannon Ave	Front	Gannon Ave	Redbud, Eastern	13	\$
8121	Gannon Ave	Front	Gannon Ave	Oak, White	14	\$

CITY OF UNIVERSITY CITY, MISSOURI

Tree Trimming Project

8150	Gannon Ave	Front	Gannon Ave	Maple, Red	15	\$
8121	Gannon Ave	Front	Gannon Ave	Oak, White	16	\$
8121	Gannon Ave	Front	Gannon Ave	Sweetgum, Common	17	\$
8126	Gannon Ave	Front	Gannon Ave	Oak, Pin	18	\$
8160	Gannon Ave	Front	Gannon Ave	Elm, Chinese	18	\$
8121	Gannon Ave	Front	Gannon Ave	Sweetgum, Common	20	\$
8118	Gannon Ave	Front	Gannon Ave	Linden, Littleleaf	21	\$
8127	Gannon Ave	Front	Gannon Ave	Oak, Post	25	\$
8161	Gannon Ave	Front	Gannon Ave	Oak, Post	26	\$
8133	Gannon Ave	Front	Gannon Ave	Oak, Post	28	\$
8127	Gannon Ave	Front	Gannon Ave	Oak, Post	29	\$
8156	Gannon Ave	Front	Gannon Ave	Oak, Shingle	31	\$
8155	Gannon Ave	Front	Gannon Ave	Oak, Scarlet	38	\$
8136	Groby Rd	Side	Swarthmore Ln	Oak, Pin	20	\$
8136	Groby Rd	Side	Swarthmore Ln	Oak, Pin	24	\$
921	Shandel Dr	Front	Shandel Dr	Oak, Swamp White	12	\$
928	Shandel Dr	Front	Shandel Dr	Maple, Freeman	13	\$
941	Shandel Dr	Front	Shandel Dr	Linden, Littleleaf	13	\$
910	Shandel Dr	Front	Shandel Dr	Oak, Willow	15	\$
920	Shandel Dr	Front	Shandel Dr	Maple, Red	22	\$
936	Shandel Dr	Front	Shandel Dr	Maple, Silver	26	\$
920	Shandel Dr	Front	Shandel Dr	Linden, Littleleaf	28	\$
8154	Stanford Ave	Front	Stanford Ave	Maple, Sugar	12	\$
8101	Stanford Ave	Front	Stanford Ave	Maple, Trident	12	\$
8150	Stanford Ave	Front	Stanford Ave	Maple, Norway	14	\$
8150	Stanford Ave	Front	Stanford Ave	Maple, Norway	14	\$
8150	Stanford Ave	Front	Stanford Ave	Maple, Norway	14	\$
8128	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	17	\$
8101	Stanford Ave	Front	Stanford Ave	Linden, Littleleaf	26	\$
749	Swarthmore Ln	Front	Swarthmore Ln	Linden, Littleleaf	12	\$
821	Swarthmore Ln	Front	Swarthmore Ln	Elm, Chinese	12	\$
724	Swarthmore Ln	Side	Stanford Ave	Pear, Callery	14	\$
841	Swarthmore Ln	Front	Swarthmore Ln	Sweetgum, Common	24	\$
725	Swarthmore Ln	Front	Swarthmore Ln	Maple, Sugar	26	\$
961	Swarthmore Ln	Front	Swarthmore Ln	Oak, Pin	30	\$
801	Swarthmore Ln	Front	Swarthmore Ln	Oak, Pin	32	\$
935	Swarthmore Ln	Front	Swarthmore Ln	Oak, Pin	34	\$
847	Swarthmore Ln	Front	Swarthmore Ln	Oak, Pin	35	\$
712	Swarthmore Ln	Front	Swarthmore Ln	Oak, Northern Red	36	\$
912	Swarthmore Ln	Front	Swarthmore Ln	Oak, Pin	38	\$
712	Swarthmore Ln	Front	Swarthmore Ln	Oak, Northern Red	40	\$
725	Swarthmore Ln	Front	Swarthmore Ln	Oak, Post	41	\$
749	Swarthmore Ln	Front	Swarthmore Ln	Cherry, Black	46	\$
8101	Tulane Ave	Front	Tulane Ave	Zelkova, Japanese	16	\$
8121	Tulane Ave	Front	Tulane Ave	Zelkova, Japanese	16	\$

CITY OF UNIVERSITY CITY, MISSOURI

Tree Trimming Project

8201	Tulane Ave	Side	Swarthmore Ln	Oak, Pin	32	\$
8140	Tulane Ave	Side	Swarthmore Ln	Oak, Pin	33	\$
8122	Tulane Ave	Front	Tulane Ave	Oak, Pin	34	\$
8200	Tulane Ave	Side	Swarthmore Ln	Oak, Pin	36	\$
8127	Tulane Ave	Front	Tulane Ave	Oak, Pin	42	\$
860	Alanson Dr	Front	Alanson Dr	Linden, Littleleaf	12	\$
899	Alanson Dr	Front	Alanson Dr	Oak, Overcup	12	\$
900	Alanson Dr	Front	Alanson Dr	Oak, Pin	24	\$
851	Alanson Dr	Side	Balson Ave	Oak, Pin	28	\$
910	Alanson Dr	Front	Alanson Dr	Oak, Pin	31	\$
910	Alanson Dr	Front	Alanson Dr	Oak, Pin	32	\$
851	Alanson Dr	Side	Balson Ave	Oak, Pin	32	\$
850	Alanson Dr	Side	Balson Ave	Oak, Pin	32	\$
898	Alanson Dr	Side	Golf Course Dr	Oak, Pin	32	\$
909	Alanson Dr	Front	Alanson Dr	Oak, Pin	32	\$
860	Alanson Dr	Front	Alanson Dr	Oak, Pin	33	\$
940	Alanson Dr	Front	Alanson Dr	Oak, Pin	34	\$
909	Alanson Dr	Front	Alanson Dr	Oak, Pin	34	\$
900	Alanson Dr	Front	Alanson Dr	Oak, Pin	34	\$
941	Alanson Dr	Front	Alanson Dr	Oak, Pin	34	\$
850	Alanson Dr	Front	Alanson Dr	Oak, Pin	36	\$
929	Alanson Dr	Front	Alanson Dr	Oak, Pin	36	\$
881	Alanson Dr	Front	Alanson Dr	Oak, Pin	36	\$
935	Alanson Dr	Front	Alanson Dr	Oak, Pin	37	\$
860	Alanson Dr	Front	Alanson Dr	Oak, Pin	38	\$
917	Alanson Dr	Front	Alanson Dr	Oak, Pin	38	\$
867	Alanson Dr	Front	Alanson Dr	Oak, Pin	38	\$
898	Alanson Dr	Front	Alanson Dr	Oak, Pin	38	\$
932	Alanson Dr	Front	Alanson Dr	Oak, Pin	39	\$
886	Alanson Dr	Front	Alanson Dr	Oak, Pin	42	\$
867	Alanson Dr	Front	Alanson Dr	Oak, Pin	43	\$
932	Alanson Dr	Front	Alanson Dr	Oak, Pin	44	\$
874	Albey Ln	Front	Albey Ln	Maple, Red	12	\$
871	Albey Ln	Side	Alanson Dr	Maple, Red	20	\$
921	Albey Ln	Front	Albey Ln	Oak, Pin	26	\$
911	Albey Ln	Front	Albey Ln	Oak, Pin	30	\$
871	Albey Ln	Side	Alanson Dr	Oak, Pin	34	\$
902	Albey Ln	Front	Albey Ln	Oak, Pin	35	\$
921	Albey Ln	Front	Albey Ln	Oak, Pin	35	\$
868	Albey Ln	Front	Albey Ln	Oak, Pin	36	\$
914	Albey Ln	Front	Albey Ln	Oak, Pin	36	\$
871	Albey Ln	Front	Albey Ln	Oak, Pin	37	\$
879	Albey Ln	Front	Albey Ln	Oak, Pin	38	\$
879	Albey Ln	Front	Albey Ln	Oak, Pin	40	\$
921	Albey Ln	Front	Albey Ln	Oak, Pin	42	\$

CITY OF UNIVERSITY CITY, MISSOURI

Tree Trimming Project

8303	Amherst Ave	Front	Amherst Ave	Elm, Chinese	12	\$
8303	Amherst Ave	Front	Amherst Ave	Spruce, Blue	12	\$
8316	Amherst Ave	Side	University Pl	Tulip Tree	23	\$
8316	Amherst Ave	Front	Amherst Ave	Sweetgum, Common	30	\$
8309	Amherst Ave	Front	Amherst Ave	Oak, Pin	42	\$
8	Anfred Walk	Rear	Berick Dr	Maple, Norway	12	\$
8	Anfred Walk	Side	Gannon Ave	Linden, Littleleaf	12	\$
8	Anfred Walk	Rear	Berick Dr	Oak, Pin	26	\$
8	Anfred Walk	Side	Gannon Ave	Oak, Pin	32	\$
8	Anfred Walk	Side	Stanford Ave	Oak, Pin	32	\$
8	Anfred Walk	Side	Gannon Ave	Oak, Shingle	32	\$
8	Anfred Walk	Side	Stanford Ave	Oak, Pin	34	\$
8	Anfred Walk	Rear	Berick Dr	Oak, Pin	34	\$
8	Anfred Walk	Rear	Berick Dr	Oak, Pin	35	\$
8	Anfred Walk	Side	Stanford Ave	Oak, Pin	38	\$
8	Anfred Walk	Side	Gannon Ave	Oak, Pin	42	\$
8	Anfred Walk	Side	Gannon Ave	Oak, Pin	42	\$
8350	Balson Ave	Front	Balson Ave	Tulip Tree	28	\$
8360	Balson Ave	Front	Balson Ave	Oak, Pin	34	\$
8340	Balson Ave	Front	Balson Ave	Oak, Pin	34	\$
8310	Balson Ave	Front	Balson Ave	Oak, Pin	38	\$
8340	Balson Ave	Front	Balson Ave	Oak, Pin	38	\$
8315	Balson Ave	Front	Balson Ave	Oak, Pin	40	\$
8315	Balson Ave	Front	Balson Ave	Oak, Pin	42	\$
8301	Balson Ave	Front	Balson Ave	Oak, Pin	43	\$
710	Berick Dr	Front	Berick Dr	Oak, Pin	17	\$
833	Berick Dr	Front	Berick Dr	Maple, Red	18	\$
816	Berick Dr	Front	Berick Dr	Oak, Pin	22	\$
840	Berick Dr	Front	Berick Dr	Oak, Pin	27	\$
821	Berick Dr	Front	Berick Dr	Oak, Pin	28	\$
801	Berick Dr	Front	Berick Dr	Oak, Pin	28	\$
884	Berick Dr	Front	Berick Dr	Oak, Pin	34	\$
875	Berick Dr	Front	Berick Dr	Oak, Pin	36	\$
869	Berick Dr	Front	Berick Dr	Oak, Pin	36	\$
881	Berick Dr	Side	Berick Dr	Oak, Pin	36	\$
815	Berick Dr	Front	Berick Dr	Oak, Pin	37	\$
874	Berick Dr	Front	Berick Dr	Oak, Pin	37	\$
810	Berick Dr	Front	Berick Dr	Oak, Pin	38	\$
840	Berick Dr	Front	Berick Dr	Oak, Pin	38	\$
821	Berick Dr	Front	Berick Dr	Oak, Pin	38	\$
851	Berick Dr	Front	Berick Dr	Oak, Pin	40	\$
880	Berick Dr	Front	Berick Dr	Oak, Pin	41	\$
863	Berick Dr	Front	Berick Dr	Oak, Scarlet	48	\$
816	Berick Dr	Front	Berick Dr	Oak, Pin	48	\$
1007	Chartres Ave	Front	Chartres Ave	Oak, Pin	30	\$

CITY OF UNIVERSITY CITY, MISSOURI

Tree Trimming Project

1000	Chartres Ave	Front	Chartres Ave	Oak, Pin	30	\$
1012	Chartres Ave	Front	Chartres Ave	Oak, Pin	31	\$
1003	Chartres Ave	Front	Chartres Ave	Oak, Pin	33	\$
1015	Chartres Ave	Front	Chartres Ave	Oak, Pin	36	\$
1004	Chartres Ave	Front	Chartres Ave	Oak, Pin	36	\$
1007	Chartres Ave	Front	Chartres Ave	Oak, Pin	38	\$
8318	Cornell Ave	Front	Cornell Ave	Sweetgum, Common	18	\$
8301	Cornell Ave	Front	Cornell Ave	Oak, Pin	27	\$
8301	Cornell Ave	Side	Gannon Ave	Oak, Pin	28	\$
8347	Cornell Ave	Front	Cornell Ave	Oak, Pin	28	\$
8329	Cornell Ave	Front	Cornell Ave	Oak, Pin	30	\$
8318	Cornell Ave	Front	Cornell Ave	Sweetgum, Common	32	\$
8335	Cornell Ave	Front	Cornell Ave	Oak, Pin	34	\$
8336	Cornell Ave	Front	Cornell Ave	Oak, Pin	34	\$
8300	Cornell Ave	Front	Cornell Ave	Oak, Post	34	\$
8335	Cornell Ave	Front	Cornell Ave	Oak, Pin	38	\$
935	Dalkeith Ln	Side	Dalkeith Ln	Maple, Red	14	\$
930	Dalkeith Ln	Front	Dalkeith Ln	Pine, Austrian	17	\$
919	Dalkeith Ln	Side	Dalkeith Ln	Oak, Pin	38	\$
8501	Delmar Blvd	Rear	Gannon Ave	Oak, Pin	16	\$
8501	Delmar Blvd	Side	Berick Dr	Oak, Pin	20	\$
8501	Delmar Blvd	Rear	Gannon Ave	Oak, Pin	20	\$
8501	Delmar Blvd	Rear	Gannon Ave	Oak, Pin	21	\$
8501	Delmar Blvd	Side	Berick Dr	Oak, Pin	24	\$
8501	Delmar Blvd	Rear	Gannon Ave	Oak, Pin	26	\$
8401	Delmar Blvd	Side	Oakbrook Ln	Oak, Pin	30	\$
8401	Delmar Blvd	Side	Oakbrook Ln	Oak, Pin	31	\$
8424	Gannon Ave	Front	Gannon Ave	Beech, American	12	\$
8415	Gannon Ave	Front	Gannon Ave	Pear, Callery	12	\$
8211	Gannon Ave	Front	Gannon Ave	Maple, Sugar	13	\$
8428	Gannon Ave	Front	Gannon Ave	Cypress, Bald	14	\$
8332	Gannon Ave	Front	Gannon Ave	Coffeetree, Kentucky	14	\$
8211	Gannon Ave	Front	Gannon Ave	Birch, River	16	\$
8340	Gannon Ave	Front	Gannon Ave	Maple, Freeman	17	\$
8426	Gannon Ave	Front	Gannon Ave	Coffeetree, Kentucky	18	\$
8211	Gannon Ave	Front	Gannon Ave	Maple, Red	18	\$
8427	Gannon Ave	Side	Gannon Ave	Oak, Pin	22	\$
8428	Gannon Ave	Side	Berick Dr	Zelkova, Japanese	23	\$
8232	Gannon Ave	Front	Gannon Ave	Oak, Pin	26	\$
8228	Gannon Ave	Front	Gannon Ave	Oak, Pin	26	\$
8427	Gannon Ave	Front	Gannon Ave	Oak, Pin	28	\$
8428	Gannon Ave	Side	Berick Dr	Oak, Pin	32	\$
8324	Gannon Ave	Front	Gannon Ave	Sweetgum, Common	34	\$
8222	Gannon Ave	Front	Gannon Ave	Oak, Pin	34	\$
8222	Gannon Ave	Front	Gannon Ave	Oak, Pin	36	\$

CITY OF UNIVERSITY CITY, MISSOURI

Tree Trimming Project

8310	Gannon Ave	Front	Gannon Ave	Oak, Pin	38	\$
8211	Gannon Ave	Front	Gannon Ave	Oak, Pin	40	\$
8332	Gannon Ave	Front	Gannon Ave	Oak, Pin	42	\$
897	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	26	\$
928	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	30	\$
897	Golf Course Dr	Side	Alanson Dr	Oak, Pin	32	\$
927	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	36	\$
921	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	36	\$
914	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	36	\$
920	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	36	\$
940	Golf Course Dr	Front	Albey Ln	Oak, Pin	38	\$
939	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	38	\$
914	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	38	\$
940	Golf Course Dr	Front	Albey Ln	Oak, Pin	39	\$
946	Golf Course Dr	Front	Golf Course Dr	Oak, Pin	41	\$
1015	Laval Dr	Front	Laval Dr	Ash, White	23	\$
1019	Laval Dr	Front	Laval Dr	Oak, Pin	30	\$
1008	Laval Dr	Front	Laval Dr	Oak, Pin	32	\$
1019	Laval Dr	Front	Laval Dr	Oak, Pin	35	\$
1003	Laval Dr	Front	Laval Dr	Oak, Pin	38	\$
1024	Laval Dr	Front	Laval Dr	Oak, Pin	39	\$
1007	Laval Dr	Front	Laval Dr	Oak, Pin	40	\$
1016	Laval Dr	Front	Laval Dr	Oak, Pin	42	\$
1004	Laval Dr	Front	Laval Dr	Oak, Pin	44	\$
8609	Mayflower Ct	Front	Mayflower Ct	Sweetgum, Common	18	\$
8608	Mayflower Ct	Front	Mayflower Ct	Sweetgum, Common	20	\$
8609	Mayflower Ct	Front	Mayflower Ct	Sweetgum, Common	22	\$
8608	Mayflower Ct	Front	Mayflower Ct	Sweetgum, Common	22	\$
8612	Mayflower Ct	Front	Mayflower Ct	Oak, Pin	30	\$
8624	Mayflower Ct	Front	Mayflower Ct	Oak, Pin	32	\$
8628	Mayflower Ct	Front	Mayflower Ct	Oak, Pin	34	\$
8612	Mayflower Ct	Front	Mayflower Ct	Oak, Pin	35	\$
8615	Mayflower Ct	Front	Mayflower Ct	Oak, Pin	36	\$
8605	Mayflower Ct	Side	Mayflower Ct	Oak, Pin	44	\$
1123	Midiron Ave	Side	Putter Ln	Ash, White	26	\$
1107	Midiron Ave	Front	Midiron Ave	Oak, Pin	36	\$
1117	Midiron Ave	Front	Midiron Ave	Oak, Pin	36	\$
900	N Mcknight Rd	Side	Berick Dr	Maple, Freeman	12	\$
900	N Mcknight Rd	Side	Berick Dr	Maple, Freeman	14	\$
1105	N Mcknight Rd	Side	Spoon Dr	Oak, Pin	28	\$
1101	N Mcknight Rd	Side	Spoon Dr	Oak, Pin	30	\$
800	N Mcknight Rd	Side	Berick Dr	Oak, Pin	32	\$
800	N Mcknight Rd	Side	Stanford Ave	Oak, Pin	34	\$
1151	N Mcknight Rd	Side	Mayflower Ct	Oak, Pin	35	\$
1157	N Mcknight Rd	Side	Mayflower Ct	Oak, Pin	44	\$

CITY OF UNIVERSITY CITY, MISSOURI

Tree Trimming Project

614	Oakbrook Ln	Front	Oakbrook Ln	Elm, Chinese	12	\$
852	Oakbrook Ln	Front	Oakbrook Ln	Oak, Swamp White	12	\$
816	Oakbrook Ln	Front	Oakbrook Ln	Maple, Sugar	13	\$
701	Oakbrook Ln	Side	Gannon Ave	Linden, Littleleaf	14	\$
816	Oakbrook Ln	Front	Oakbrook Ln	Elm, Chinese	14	\$
816	Oakbrook Ln	Front	Oakbrook Ln	Birch, River	16	\$
805	Oakbrook Ln	Side	Stanford Ave	Pear, Callery	18	\$
737	Oakbrook Ln	Side	Stanford Ave	Sweetgum, Common	20	\$
805	Oakbrook Ln	Side	Stanford Ave	Pear, Callery	20	\$
750	Oakbrook Ln	Front	Oakbrook Ln	Linden, Littleleaf	22	\$
805	Oakbrook Ln	Front	Oakbrook Ln	Pear, Callery	24	\$
805	Oakbrook Ln	Side	Stanford Ave	Pear, Callery	24	\$
805	Oakbrook Ln	Front	Oakbrook Ln	Pear, Callery	25	\$
717	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	26	\$
750	Oakbrook Ln	Side	Cornell Ave	Oak, Pin	26	\$
869	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	28	\$
849	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	28	\$
720	Oakbrook Ln	Side	Cornell Ave	Oak, Post	28	\$
700	Oakbrook Ln	Side	Gannon Ave	Oak, Pin	28	\$
800	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	30	\$
717	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	31	\$
860	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	32	\$
717	Oakbrook Ln	Side	Cornell Ave	Oak, Pin	33	\$
701	Oakbrook Ln	Side	Gannon Ave	Oak, Pin	34	\$
709	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	34	\$
846	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	36	\$
846	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	36	\$
857	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	36	\$
808	Oakbrook Ln	Side	Balson Ave	Oak, Pin	36	\$
863	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	38	\$
760	Oakbrook Ln	Front	Oakbrook Ln	Oak, Northern Red	40	\$
856	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	40	\$
883	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	40	\$
849	Oakbrook Ln	Side	Oakbrook Ct	Oak, Pin	40	\$
883	Oakbrook Ln	Front	Oakbrook Ln	Oak, Pin	42	\$
8631	Old Bonhomme Rd	Front	Old Bonhomme Rd	Pear, Callery	16	\$
8631	Old Bonhomme Rd	Front	Old Bonhomme Rd	Pear, Callery	17	\$
8404	Old Bonhomme Rd	Side	Golf Course Dr	Oak, Pin	28	\$
8312	Old Bonhomme Rd	Side	Golf Course Dr	Oak, Pin	30	\$
8404	Old Bonhomme Rd	Side	Golf Course Dr	Oak, Pin	35	\$

CITY OF UNIVERSITY CITY, MISSOURI

Tree Trimming Project

8404	Old Bonhomme Rd	Side	Golf Course Dr	Oak, Pin	42	\$
8444	Old Bonhomme Rd	Side	Alanson Dr	Oak, Pin	42	\$
1124	Putter Ln	Front	Putter Ln	Linden, Littleleaf	22	\$
1110	Putter Ln	Front	Putter Ln	Oak, Pin	26	\$
1141	Putter Ln	Front	Putter Ln	Ash, White	26	\$
1129	Putter Ln	Front	Putter Ln	Ash, White	28	\$
1117	Putter Ln	Front	Putter Ln	Oak, Pin	36	\$
1107	Putter Ln	Front	Putter Ln	Oak, Pin	36	\$
8618	Rowland Dr	Front	Rowland Dr	Ash, White	12	\$
8631	Spoon Dr	Side	Putter Ln	Oak, Pin	16	\$
8666	Spoon Dr	Front	Spoon Dr	Sweetgum, Common	22	\$
8669	Spoon Dr	Front	Spoon Dr	Oak, Pin	24	\$
8658	Spoon Dr	Front	Spoon Dr	Oak, Pin	26	\$
8623	Spoon Dr	Side	Midiron Ave	Oak, Pin	30	\$
8650	Spoon Dr	Front	Spoon Dr	Oak, Pin	30	\$
8679	Spoon Dr	Front	Spoon Dr	Oak, Pin	30	\$
8679	Spoon Dr	Front	Spoon Dr	Oak, Pin	30	\$
8670	Spoon Dr	Front	Spoon Dr	Oak, Pin	30	\$
8639	Spoon Dr	Front	Spoon Dr	Oak, Pin	32	\$
8639	Spoon Dr	Side	Putter Ln	Oak, Pin	32	\$
8631	Spoon Dr	Side	Putter Ln	Oak, Pin	34	\$
8626	Spoon Dr	Front	Spoon Dr	Oak, Pin	34	\$
8627	Spoon Dr	Front	Spoon Dr	Oak, Pin	35	\$
8622	Spoon Dr	Front	Spoon Dr	Oak, Pin	36	\$
8638	Spoon Dr	Front	Spoon Dr	Oak, Pin	38	\$
8626	Spoon Dr	Front	Spoon Dr	Oak, Pin	38	\$
8678	Spoon Dr	Front	Spoon Dr	Oak, Pin	39	\$
8679	Spoon Dr	Front	Spoon Dr	Oak, Pin	40	\$
8434	Stanford Ave	Side	Berick Dr	Catalpa, Northern	14	\$
8417	Stanford Ave	Front	Stanford Ave	Pear, Callery	24	\$
8324	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	26	\$
8324	Stanford Ave	Front	Stanford Ave	Sweetgum, Common	26	\$
8434	Stanford Ave	Front	Stanford Ave	Oak, Overcup	38	\$
8416	Stanford Ave	Front	Stanford Ave	Oak, Pin	38	\$
8330	Stanford Ave	Front	Stanford Ave	Oak, Pin	38	\$
8325	Stanford Ave	Front	Stanford Ave	Oak, Pin	38	\$
846	University Pl	Front	University Pl	Maple, Freeman	12	\$
825	University Pl	Front	University Pl	Elm, American	16	\$
840	University Pl	Front	University Pl	Oak, Pin	32	\$
834	University Pl	Side	Amherst Ave	Oak, Pin	42	\$
819	University Pl	Front	University Pl	Oak, Pin	44	\$
835	University Pl	Front	University Pl	Oak, Pin	46	\$
521	Donne Ave	Front	Donne Ave	Linden, Littleleaf	18	\$

510	Donne Ave	Front	Donne Ave	Hackberry, Northern	18	\$
514	Donne Ave	Front	Donne Ave	Ginkgo	19	\$
507	Donne Ave	Front	Donne Ave	Sweetgum, Common	24	\$
521	Donne Ave	Front	Donne Ave	Tulip Tree	28	\$
531	Donne Ave	Front	Donne Ave	Pear, Callery	18	\$
515	Donne Ave	Front	Donne Ave	Ash, White	24	\$
522	Donne Ave	Front	Donne Ave	Oak, Pin	26	\$
530	Donne Ave	Front	Donne Ave	Maple, Red	27	\$
512	East Dr	Front	East Dr	Tulip Tree	28	\$
314	Gay Ave	Side	Lafon Pl	Maple, Hedge	14	\$

PROPOSAL

TOTAL BID _____
(\$ _____)

ADDENDA:

The Undersigned hereby acknowledges the receipt of any and all Addenda by attaching a signed copy of the Addenda to this proposal.

Addendum _____ No.: _____ dated _____ pages _____

Addendum _____ No.: _____ dated _____ pages _____

Addendum _____ No.: _____ dated _____ pages _____

References regarding prior comparable work:

1. _____

2. _____

3. _____

CONTRACT TIME:

If awarded the Contract, the Undersigned agrees to complete the work within **One hundred fifty (150) calendar days** of the commencement of the Contract time, as defined in the General Conditions of the Contract.

LIQUIDATED DAMAGES:

Since time is of the essence in this Contract, it is agreed that the Owner would suffer loss by the failure of the Contractor to have said work completed in all its parts on said day, and as it might be difficult and expensive to accurately compute the amount of such loss, in order to avoid such expense and difficulty, the Contractor expressly covenants and agrees to pay the Owner the sum of \$200.00 per day for each and every day, Sunday and legal holidays only excepted, after said one hundred fifty (150) calendar days have expired during or upon which said work or any part thereof remains incomplete and unfinished, not as a penalty but as the liquidated actual losses which the Owner will suffer on account of any failure on the part of the Contractor to have the said work completed in all its parts on said day; and that any sum which may be due the Owner for such losses may be deducted and retained by the Owner from any balance which may be due the Contractor when the said work shall have been finished and accepted as hereinafter provided. It is, however agreed that in case any failure to complete the said work or some part thereof on said day shall be due to any cause beyond the Contractors control, the Director may, with the approval of the Owner, grant an extension of time.

If in the opinion of the Director of Parks, Recreation and Forestry any part of the work cannot be carried on to completion because of unsuitable weather, work will be suspended by written order and the calendar day count discontinued.

OWNERS RIGHTS RESERVED:

The Undersigned understands that the Owner reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Owner.

CONTRACTORS DECLARATION:

The Undersigned Bidder hereby represents that they have visited and examined the site of the work and has carefully examined the INVITATION FOR BIDS, INSTRUCTIONS TO BIDDERS, PROPOSAL, CONTRACT, PERFORMANC BOND, PAYMENT BOND, AND ALL PROVISIONS AND CONDITIONS FOR THE CONTRACT, SPECIFICATIONS, and will execute the CONTRACT and perform all its terms, covenants and conditions, in accordance with the requirements of the specifications.

PLEASE CHECK, IF APPLICABLE, FOR YOUR COMPANY:

_____ MINORITY OWNED

_____ FEMALE OWNED

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal, and
_____ as Surety, are
hereby held and firmly bound unto the City of University City, Missouri as OWNER in
the penal sum of _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successor and assigns.

Signed the _____ day of _____, 2023.

The condition of the above obligation is such that whereas the Principal has submitted
to the City of University City, Missouri a certain BID attached hereto and hereby made a
part hereof to enter into a contract in writing for the _____.

NOW, THEREFORE:

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated, except as part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate

seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(SEAL)
Principal

_____(SEAL)
Surety

By: _____
Title: _____

By: _____
Title: _____
(ATTACH SURETY'S POWER OF ATTORNEY)

The City of University City, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

NON-COLLUSION AFFIDAVIT

STATE OF _____,

COUNTY OF _____,

_____, being first duly sworn, deposes and says that he is

_____ * (sole owner, partner, president, secretary, etc.) of

_____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or an one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED: _____

(Title)

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Seal of Notary

Notary Public

SUBCONTRACTOR APPROVAL FORM

This report must accompany and be part of the sealed bid proposal.

Name of Bidder:

Bidder Contact Information:

_____ Address

_____ City State Zip

_____ Phone Email

The above named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

Names & contact information of Subcontractors	Nature of Participation	\$ Value of Subcontract
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

A. Total of Above \$ _____

B. Total Bid Amount \$ _____

Subcontractor Utilization as a % of Total Bid Amount : (A/B X 100) _____%

_____ Name Authorized Officer of Bidder (Print)

_____ Signature Officer or Bidder Date

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

City of University City Municipal Code, Ordinance number 135.010 is as follows:

135.010 - Personnel requirements for contractors with city

A. Any person, firm or corporation contracting with the city to provide services such as, but not limited to, technical/professional services, street repairs, supplies, building maintenance, at a cost to the city of fifty thousand dollars (\$50,000.00) or more and involving ten or more employees in the work force providing the contracted services, shall, as a condition precedent to the rendition of such services, certify by affidavit filed with the said city that at least twenty (20) percent of the work force providing the contracted services shall consist of workers generally classified as members of minorities and/or female workers. The city council may, under special circumstances such as, for example, situations requiring technical expertise and/or specialization, waive the conditions set forth herein provided, however, that such waiver is justified by a two-thirds vote of the city council.

B. Any person, firm or corporation contracting with the city to provide services involving payment of one hundred thousand dollars (\$100,000.00) or more in which there are two or more subcontractors shall agree with the city that at least fifteen (15) percent of the total amount of the city's contract shall be allocated to subcontractors who employ workers generally classified as members of minorities and/or female workers.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. Contracts \$50,000 or more

Is the contract amount \$50,000 or more? YES NO (Stop)
Will there be 10 or more works on the project? YES NO (If no, move on to section B.)

Number of workers on project: _____

_____ Women and/or minority employees equals _____ % of the project workforce

B. Contracts \$100,000.00 or more

Is the contract \$100,000 or more: YES NO
Will there be (2) two or more subcontractors on project: YES NO

15% of base bid amount is: _____

1. Subcontractor: _____

Address: _____

City State Zip

Phone Email

Number of minorities and/or females employed by this subcontractor for this project _____

Amount of contract dollars to this subcontractor _____

2. Subcontractor: _____

Address: _____

City State Zip

Phone Email

Number of minorities and/or females employed by this subcontractor for this project _____

Amount of contract dollars to this subcontractor _____

3. Subcontractor: _____

Address: _____

City State Zip

Phone Email

Number of minorities and/or females employed by this subcontractor for this project _____

Amount of contract dollars to this subcontractor _____

Signature

Print Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

****Use additional sheets if required.***

CONTRACTOR QUALIFICATION WORKSHEET

List at least five (5) similar projects within the last five years, as General Contractor (attach a separate sheet if necessary)

Location	Description of Work	Owner/ Agency	Name of Representative	Phone Number	Approximate Contract Cost	Date of Completion

Provide a list of Equipment that is owned by your company that will be used for this project:

OSHA TRAINING PROVISIONS

Missouri law, 292.675 RSMo, requires the Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to City of University City in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

I, _____ certify that I have read and understand the provision stated.

AFFIDAVIT OF WORK AUTHORIZATION

Comes now (_____) as (_____) first being duly sworn,
Name Office Held

on my oath, affirm (_____) is enrolled and will continue to participate
Company Name

in a federal work authorization program in respect to employees that will work in connection with the contracted services related to (PRF26-10-0019 Tree Trimming) for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that

(_____)
Company Name

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to (PRF26-10-0019 Tree Trimming) for the duration of the Project Number/Project Name

contract, if awarded

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature (person with authority)

Printed Name

Title

Date

Subscribed and sworn to before me this _____ (day) of _____ (month, year). I am commissioned as a notary public within the City of University City, State of Missouri, and my commission expires on _____(date).

Signature of notary

Date

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Project No. PRF26-10-0019 – Tree Trimming

The CITY has considered the Bid submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____
You are required by the Information for Instruction to Bidders to execute the CONTRACT and furnish the required CONTRACT BONDS, and certificates of insurance within the ten (10) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said BONDS within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and to declare your BID BOND forfeited. The OWNER will be entitled to such other rights as may be granted by law. You are required to return and acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____

City of University City
OWNER

Jacob Kaiser
Printed Name

Signature

Forestry Supervisor
TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: _____

Dated this the _____ day of _____, 20____.

BY

TITLE

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Project No. PRF26-10-0019 – Tree Trimming

The CITY has considered the Bid submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____
You are required by the Information for Instruction to Bidders to execute the CONTRACT and furnish the required CONTRACT BONDS, and certificates of insurance within the ten (10) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said BONDS within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and to declare your BID BOND forfeited. The OWNER will be entitled to such other rights as may be granted by law. You are required to return and acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____

City of University City
OWNER

Jacob Kaiser
Printed Name

Signature

Forestry Supervisor
TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: _____

Dated this the _____ day of _____, 20____.

BY _____

TITLE _____

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____ a corporation organized and existing under and by virtue of the laws of the State of Missouri, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the CITY OF UNIVERSITY CITY, Missouri, hereinafter called the "City", for the use and benefit of the City and any and all persons who may suffer damages by breach of the conditions hereof or of the Contract (as defined below) in the penal sum of _____ Dollars (\$_____) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a Contract with the City for the construction of the work designated as _____ located at approximately _____ in the City of UNIVERSITY CITY, in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

- 1. The Surety shall become liable on this obligation if the Principal fails to fulfill the following conditions: The Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, (including any maintenance or guarantee period provided in the Contract and any warranty as may be applicable by law), and shall fully indemnify and save harmless the City from all cost and damages which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses, which shall include reasonable attorney's fees, which the City may incur in making good any default by the Principal, including but not limited to, any default based upon the failure of the Principal to complete the work required by and in accordance with the Contract or failure to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, and shall provide for prosecution of the work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting therefrom, arising out of or resulting from the performance of the work. If the Principal fulfills these conditions, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

- 2. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered;
- 3. The Surety's obligation under this Bond shall arise after the City has declared the Principal defaulted, formally terminated the Contract or terminated the Principal's right to complete the Contract and notified the Surety in writing of the City's claim under this Bond. Notice shall be deemed provided to Surety the day the City places such Notice in the mail addressed to:

- 4. The means, method or procedure by which the Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City. The Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the City to the Surety as provided in Paragraph 3, except that the Surety shall proceed within forty-eight (48) hours after notice, where the notice states that immediate action by the Surety is necessary to safeguard life or property.
- 5. When the conditions in Paragraph 3 above have been met, the Surety shall, at the Surety's sole cost and expense, undertake one or more of the following actions, at the City's sole option:
 - a. With the prior written consent of the City, cause Principal to promptly remedy the default; or
 - b. Promptly complete the Contract in accordance with its terms and conditions by, at the sole option of the City, either: (a) obtaining bids through qualified contractors who are acceptable to the City for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest and best bidder, arrange for a Contract between the City and such bidder, and make available as the work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond or (b) obtaining bids through qualified contractors who are acceptable to the City, for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest and best bidder, the Surety shall arrange for a contract between the Surety and such bidder, which performance and completion shall be undertaken in strict accordance with the terms and conditions (including all specifications) of the Contract; or

- c. Tender payment to the City in the amount of all loses incurred by the City as a result of the Principal default and as determined by the City for which the Surety is liable to the City, including all costs of completion of the Contract and all consequential loses, costs, and expenses incurred by the City as a result of the Principal’s default, except that Surety’s payment under this option shall in no event exceed the limit of the Bond amount. The Surety may not proceed with this option, in lieu of the options set forth in subparagraphs (a) or (b) above, except upon the express written consent of the City, which consent may be withheld by the City for any reason.
- 6. If the Surety fails to proceed in accordance with Paragraph 4 and 5 above, then the Surety shall be deemed in default on this Bond.
- 7. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 20__.

_____(SEAL)
Principal

_____(SEAL)
Surety

By:_____

By:_____

Title:_____

Title:_____
(ATTACH SURETY’S POWER OF ATTORNEY)

FORM OF CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, of State of _____ and _____ a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of University City, Missouri, hereinafter called the "City," in the penal sum of Dollars (\$_____) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a Contract with the City for the construction of the work designated as located at _____ in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Principal including, but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting there from, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the City for his use and benefit, all in accordance with the provisions of MO. Rev. Stat SS 522.30, and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, may be brought at any time up to one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive

notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

ATTEST: (SEAL)

SECRETARY

PRINCIPAL

TITLE

SURETY

ATTEST: (SEAL)

SECRETARY

BY

TITLE

ADDRESS-AGENT

CITY, STATE, ZIP CODE

Name and Address of the Agent to Whom all Correspondence Should be directed Relating to the Contract and Bond:

NAME

ADDRESS

CITY, STATE, ZIP CODE

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 _____,a _____ with offices at _____ (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to proceed with Project No. PRF26-10-0019 – 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 three hundred (300) 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:

_____ Dollars

WORDS

(\$ _____) NUMBERS

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.

****In making out this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.***

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: _____
City Clerk

Date: _____

CITY OF UNIVERSITY CITY

CITY OF UNIVERSITY CITY

By: _____
City Attorney

By: _____
City Manager

Date: _____

Date: _____

NOTICE TO PROCEED

TO: _____

DATE: _____
PROJECT: Tree Trimming
Project No. PRF26-10-

You are hereby notified to commence WORK in accordance with the Contract dated _____, 20____, on or before _____, 20____, and you are to complete the WORK within **One hundred and fifty (150) calendar days** thereafter.

City of University City
OWNER

PRINT NAME

SIGNATURE

Director of Parks, Recreation and Forestry
TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this _____ day of _____, 20____.

Signature: _____

Printed Name & Title: _____

NOTIFICATION OF UTILITIES

This form shall be completed and returned to the Director of Parks, Recreation and Forestry upon receipt of the Notice to Proceed not less than seventy-two (72) hours prior to beginning of the project. The Contractor shall call Missouri One Call 1-800-DIG-RITE in advance of construction and in accordance with Missouri Law.

<u>UTILITY</u>	<u>PERSON CONTACTED</u>	<u>DATE/TIME</u>
Ameren Missouri 1901 Choteau St. Louis, MO. 63103 314-554-2951	_____	_____
Laclede Gas Co. 3950 Forest Park St. Louis, MO 63108 314-658-5400	_____	_____
AT&T Missouri 12930 Olive Boulevard Creve Coeur, MO 63141 314-275-0023	_____	_____
Missouri-American Water Co. 535 New Ballas Road St. Louis, MO 63141 314-991-3404	_____	_____
Charter Communications 941 Charter Commons Town & Country, MO 63017 636-207-7011	_____	_____

I hereby certify that the above-named utilities have been notified as indicated

Printed Name: _____

Title: _____

Signature: _____

Date: _____

CONDITIONS OF THE CONTRACT**ARTICLE 1
CONTRACT DOCUMENTS****1.1 DEFINITIONS**

1.1.1 The Contract Documents. The Contract documents consists of the Contract, General Conditions of the Contract, Non-Collusion Affidavit, the Performance Payment Bond, the Specifications, the Work Schedule, all Addenda and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, and (2) a written Change Order.

1.1.2 The Contract. The Contract documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, both written and oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 The Work. The term Work means the services required or reasonably inferable from the Contract Documents and includes all labor necessary to complete the services required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such services.

1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 Notice to Proceed. The written notice forms the City notifying the Contractor of the date on or before which he is to begin prosecution of the work.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and Contractor within ten (10) working days after the awarding of the contract.

1.2.2 The Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 3.3 necessary for execution and completion of the Work. Words, which have well-known technical or trade meanings are used herein in accordance with such, recognized meanings.

1.2.4 In the event of any conflict or inconsistency in the Contract Documents, the better quality and quantity of Work, as determined by the Director, shall be provided without change in the Contract Sum.

1.1.2 The Contract. The Contract documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, both written and oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

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1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 Notice to Proceed. The written notice forms the City notifying the Contractor of the date on or before which he is to begin prosecution of the work.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

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1.2.2 The Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 3.3 necessary for execution and completion of the Work. Words, which have well-known technical or trade meanings are used herein in accordance with such, recognized meanings.

1.2.4 In the event of any conflict or inconsistency in the Contract Documents, the better quality and quantity of Work, as determined by the Director, shall be provided without change in the Contract Sum.

1.3 COPIES FURNISHED AND OWNERSHIP

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of two (2) copies, free of charge, of the Drawings and Specifications for the execution of the work.

1.3.2 All Drawings, Specifications and copies thereof furnished by the City are and shall at all times remain property of the City. Such documents shall not be used on any other project.

ARTICLE 2
CITY

2.1 DEFINITION

2.1.1 The City is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term “City” means the City or its authorized representative.

2.2 CITY'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct defective Work or fails to supply labor, materials or equipment in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the City’s right to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any third party.

2.3 CITY'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the City may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City promptly upon request.

2.4 DIRECTOR’S STATUS DURING CONTRACT

2.4.1 The Director of Parks, Recreation and Forestry (“Director”) and/or his designee will be the City’s representative during the contract period.

2.4.2 Director will make periodic visits to the sites to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

2.4.3 Director will issue with reasonable promptness such written clarifications or interpretations of the Contract documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification and interpretation entitles him/her to an increase in the Contract Price, he/she may make a claim in writing, therefore.

2.4.4 Director will have authority to disapprove or reject Work which is “defective” (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection or test or has been damaged prior to approval of final payment). He will also have authority to require special inspection or testing of the Work whether or not the Work is completed.

2.4.5 Director may furnish a Resident Project Representative and assistants to assist Director in carrying out his responsibilities at the site.

2.4.6 Neither Director's authority to act in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Director to Contractor, or any of their agents or employees or any other person performing any of the Work.

2.4.7 Director will not be responsible for Contractor's means, methods, techniques, sequences or procedures of work, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor's failure to perform the Work in accordance with Contract Documents.

2.4.8 Director will not be responsible for the acts or omissions of Contractor, or any of his agents or employees, or any other persons at the site or otherwise performing any of the Work.

ARTICLE 3
CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Contractor" means the Contractor or his authorized representative.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall perform the Work in accordance with the Contract Documents, and shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work and shall be solely responsible for job-site safety precautions, procedures and programs.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.

3.3.3 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

3.4 WARRANTY

3.4.1 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 Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. If required by the City, the contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment. Aforementioned shall constitute by the contractor a guarantee of one year from the date of final acceptance.

3.5 PERMITS, FEES AND NOTICES

3.5.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

3.6 SUPERINTENDENT

3.6.1 The Contractor shall employ a competent superintendent and necessary assistants who "shall be in attendance" on the project Work sites at all times during the progress of all work for the duration of the total project. This person shall be a non-working superintendent who will be responsible for the satisfactory progression of the work and to ensure that all work is being completed in accordance with the plans and specifications. He is also to relay any conflicts or discrepancies that arise in the plans to the City's representative for resolution or interpretation. **The name of the person selected as superintendent and his qualifications shall be submitted at the time of bids and shall be approved in writing by the City. The superintendent shall not be changed except with the written consent or at the request of the City.** The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

3.7.1 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a Contract with the Contractor.

3.8 DRAWINGS AND SPECIFICATIONS AT THE SITE

3.8.1 The Contractor shall maintain at the site for the City one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. The Drawings, marked to record all changes made during construction, shall be delivered to the City upon completion of the Work.

3.9 CLEANING UP

3.9.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not “stockpile” any material on the jobsite without prior written consent of the City, and all material shall be hauled off the site at the time of Work.

3.9.2 The Contractor is responsible for securing his own project storage site which shall not be located on City property without prior written consent of the City. After completion of the Work the Contractor shall remove all remaining waste materials and rubbish from and about the Project as well as all tools, equipment, machinery and surplus materials, and shall clean all surfaces and leave the Work “broom clean” or its equivalent, except as otherwise specified.

3.10 INDEMNIFICATION

3.10.1 The Contractor shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from unless such claims, damages or losses are caused solely by the negligent act of the City.

3.10.2 In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.11 CASH ALLOWANCES

3.11.1 The Contractor acknowledges and agrees that the Contract Sum includes all cash allowances specified in the Contract Documents.

**ARTICLE 4
SUBCONTRACTORS**

4.1 DEFINITION

4.1.1 A Subcontractor is a person or organization that has a direct contract with the Contractor to perform any of the Work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

4.1.2 A Subcontractor is a person or organization that has a direct or indirect contract with a Subcontractor to perform any of the Work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or an authorized representative thereof.

4.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the City and any Subcontractor or Sub-subcontractor.

4.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

4.2.1 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall submit a completed and signed Subcontractor Approval form, along with other required Bid documents to the City. Contractor shall complete and submit a Supplemental Subcontractor Approval form to the City in the event of any substitution or addition of a Subcontractor by the Contractor. A Subcontractor shall perform no work until the City has approved such Subcontractor.

4.2.2 Prior to the award of the Contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph above.

4.3.1 If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

4.2.3 Contractor at all times during the term of the Contract shall not subcontract more than twenty-five percent (25%) of the total Contract cost.

4.2.4 The City reserves the right to reject a Subcontractor, if in the City's sole discretion, delays may result in the performance of Work as a result of Subcontractor's other obligation. The Contractor shall be held responsible, in addition to the submission of the "Subcontractor Approval Form," to appraise the City of any additional work that a Subcontractor accrues throughout the duration of the project. This shall include work for the City under a different Contract, or any other person or entity. If such said additional work shall detrimentally impact the progression of the Work under this Contract, the City retains the right to require the Contractor to submit a substitute Subcontractor for this work at no additional cost to the City.

4.2.5 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design), for proposed proportions of the Work designated in the Contract Documents or in the Instruction to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work, who has been rejected by the City.

4.2.6 If the City requires a change of any proposed Subcontractor or person or organization during the execution of the Work approved under the present Contract, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change and an appropriate Change Order shall be issued.

4.2.7 The Contractor shall not make any substitution for any proposed Subcontractor or person or organization that has not been accepted by the City prior to the Contract Award, unless the substitution is accepted by the City in writing prior to such substitution.

4.3 SUBCONTRACTUAL RELATIONS

4.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

1. require the Work to be performed in accordance with the requirements of the Contract Documents;
2. require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article VIII hereof;
3. require all claims for additional costs, extensions of time, damages for delays or otherwise with respect to Subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the City;
4. waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 10.2, except such rights as they may have to the proceeds of such insurance held by the City as trustee under Paragraph 10.2;
5. obligate each Subcontractor specifically to consent to the provisions of this Paragraph 4.3 and require the Subcontractor (and the Sub-subcontractor to indemnify and hold harmless the City against all claims, damages, losses, expenses and attorneys' fees arising out of or resulting from the performance of the Work by Subcontractor, and its agents and employees, unless such claims, damages or losses are caused solely by the negligent act of the City.

4.4 PAYMENTS TO SUBCONTRACTORS

4.4.1 The Contractor shall pay each Subcontractor upon receipt of payment from the City, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.

4.4.2 If the City withholds payment to the Contractor for any cause that is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for its Work to the extent completed.

4.4.3 The City shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor or Sub-subcontractor.

ARTICLE 5
SEPARATE CONTRACTS

5.1 CITY'S RIGHT TO AWARD SEPARATE CONTRACTS

5.1.1 The City reserves the right to award other contracts on other terms and conditions in connection with other portions of the Work.

5.1.2 During the performance of project, it may become necessary to increase the amount of excavation or to utilize a soil stabilization process if unsuitable subgrade conditions are found. The Contractor shall immediately contact the project engineer if this condition occurs. The project engineer and the Contractor shall agree upon the existence of unsuitable subgrade, the depth in which to remove the unsuitable soil, and the extent of the problem area prior to any additional work. No payment will be made for any area that undergoes additional excavation that is not indicated in the above scope of work and has not been approved by the project engineer prior to the excavation. All additional excavation that becomes necessary shall be paid at the unit bid price for "Excavation." The City reserves the right to contract with a separate contractor for the use of a soil stabilization process. No direct payment will be made for delays incurred due to this process and the Contractor's only compensation will be the allotment of additional days for the delay. The number of days shall be from the time the Contractor initially notifies the City of an unsuitable subgrade condition and until two days after the completion of the soil stabilization process.

5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

5.2.1 The Contractor shall afford other contractors' reasonable opportunity for the delivery and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate the Work with theirs.

5.2.2 If any part of the Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.

5.2.3 If the Contractor causes damage to the work or property of any other contractor on the Project, and such separate contractor sues the City or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment or award against the City arises there from the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred.

5.3 CITY'S RIGHT TO CLEAN UP

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 3.10, the City may clean up and charge the cost thereof to the several contractors.

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW

6.1.1 The Contract shall be governed by the laws of the State of Missouri.

6.2 SUCCESSORS AND ASSIGNS

6.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

6.3 NOTICES

6.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid addressed to the last business address known to the party giving the notice.

6.4 RIGHTS AND REMEDIES

6.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

6.5 ROYALTIES AND PATENTS

6.5.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the City. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the City harmless from and against any loss on account thereof.

6.6 THIS SECTION INTENTIONALLY LEFT BLANK

6.7 PERFORMANCE BOND

6.7.1 The Contractor shall furnish the performance bond required in the Instructions to Bidders.

ARTICLE 7
TIME

7.1 DEFINITIONS

7.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. Said work shall include all punch list items deemed necessary by the City, exclusive of MSD-generated punch list items. The date of completion of the Contract shall be the date when all work including City punch list items have been approved in writing by the City.

7.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor.

7.1.3 The term "day" as used in the Contract Documents shall mean calendar day. Calendar days shall be defined in the following manner: Any day of the week, including Saturday, Sunday

and Holidays will be considered calendar days. Work is permitted Monday thru Friday from seven a.m. until eight p.m., unless permission is granted by the director of Parks, Recreation and Forestry for other work hours. The City of University City shall not be held responsible or liable for any delays or acts beyond its control.

7.2 PROGRESS AND COMPLETION

7.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

7.2.2 The Contractor shall begin the Work on the date of commencement provided in the City-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

ARTICLE 8

PAYMENTS AND COMPLETION

8.1 CONTRACT SUM

8.1.1 The Contract Sum is stated in the City-Contractor Agreement and is the total amount payable by the City to the Contractor for the performance of the Work.

8.2 APPLICATION FOR PAYMENT

8.2.1 By the twenty-fifth (25th) day of the month, upon substantial completion of various stages of the Work, and upon final completion of the Work, the Contractor shall submit to the City an itemized Application for Payment pursuant to the City-Contractor Agreement on such forms and supported by such data substantiating the Contractor's right to payment as the City may require.

8.2.2 If payments are to be made on account of materials or equipment to be incorporated into the Work and delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other documents satisfactory to the City to establish the City's title to such materials or equipment or to otherwise protect the City's interest.

8.2.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

8.3. PAYMENT

8.3.1 If the Contractor has made Application for Payment as above, the City will, in accordance with the City-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion of such payment.

8.3.2 In event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section 9.3 shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Contractor under this Contract.

8.3.3 No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any Work not completed in accordance with the Contract Documents.

8.4 COMPLETION AND FINAL PAYMENT

8.4.2 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final application for Payment, the City will promptly make such inspection and, when the City finds the Work acceptable under the Contract Documents and the Contract fully performed, the City will make final payment to the Contractor in accordance with the City-Contractor Agreement.

8.4.3 The final payment shall not become due until the Contractor submits to the City (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of the surety, if any, to final payment, and (3) if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City indemnifying the City against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

8.4.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

8.5 PAYMENT BOND

8.5.1 The Contractor shall furnish the payment bond required in the Instructions to Bidders.

ARTICLE 9

PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

9.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

9.2 AUTHORIZED EMPLOYEES

9.2.1 Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform with within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

9.3 SAFETY TRAINING

9.3.1 Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

9.3.2 Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.

9.3.3 Contractor acknowledges and agrees that any of the Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.

9.3.4 Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

9.4 NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

9.4.1 Pursuant to Section 292.675, RSMo, the Contractor shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by the Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 9.3 above.

9.4.2 The penalty described in Subsection 9.4.1 of this Section shall not begin to accrue until the time periods described in Subsection 9.3.2 and 9.3.3 above have elapsed.

9.4.3 Violations of Section 9.3 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

9.5 SAFETY OF PERSONS AND PROPERTY

9.5.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees on the Work and all other persons who may be affected thereby;
2. all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.5.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to

protect them from damage, injury or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices that the City deems necessary for public safety. No additional payment will be made, and this work shall be considered incidental to the Contract. The City will place safety devices as it deems necessary if the Contractor fails to provide the required items within twenty-four (24) hours of notification. The Contract Sum shall be reduced by the cost of these devices.

9.5.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

9.5.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by anyone for whose acts they may be liable, shall be remedied by the Contractor. The City shall document any complaint by any person regarding damage or loss to property caused by Contractor by requesting such complainant to complete a Damage Claim form. A copy of the Damage Claim form shall be submitted by the City to the Contractor and the Contractor shall correct the problem, repair such damage or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim form from the city. If the City shall have a legitimate basis for believing that such claim is valid, the City shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the City has been provided with evidence that the Contractor has made restitution to the complainant.

9.5.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

ARTICLE 10
INSURANCE

10.1 CONTRACTOR'S LIABILITY INSURANCE

10.1.1 The Contractor shall purchase and maintain such insurance required in section 10.1.3 to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

10.1.2 The insurance shall be written for not less than any limits of liability in section 10.1.3, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.11.

10.1.3 The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

1. Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
2. Comprehensive General Liability and Bodily Injury
Including Death: \$460,000 each person
\$3,070,000 each occurrence
Property Damage: \$3,070,000 each occurrence
\$3,070,000 each occurrence
3. Comprehensive Automobile Liability, Bodily Injury
Including Death: \$460,000 each person
\$3,070,000 each occurrence
Property Damage: \$3,070,000 each occurrence
4. Owner's Protective Bodily Injury
Including Death: \$460,000 each person
\$3,070,000 each occurrence
Property Damage: \$3,070,000 each occurrence
\$3,070,000 each occurrence

An umbrella or excess liability policy may be used to attain the shown Worker's Compensation and Employers' Liability limits.

10.1.4 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the Work. Certificate of Insurance must state: "The City of University City is an additional insured." The City of University City shall also be provided an endorsement page. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen days prior written notice has been given to the City.

10.2 PROPERTY INSURANCE

10.2.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

10.2.2 The Contractor shall purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work.

10.2.3 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. Certificates of Insurance must state on the certificate: "The City of University City is an additional insured." The City of University City shall also be provided an endorsement page. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen days' prior written notice has been given to the City.

10.2.4 Any loss insured by property insurance maintained by the City shall be adjusted with the City and made payable to the City as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause.

10.2.5 The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph 10.2 and the Contract Documents, City-Contractor Agreement, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Subparagraph 4.3.1.

ARTICLE 11

CHANGES IN THE WORK

11.1 CHANGE ORDERS

11.1.1 The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract Documents.

11.1.2 A Change order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.

11.1.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

11.2 CLAIMS FOR ADDITIONAL COST

11.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the City and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by arbitration. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

11.2.2 The Contractor shall carry on the Work and adhere to the Work Schedule pending all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. The City agrees to pay the Contractor, in accordance with the Contract Documents, for Work performed that is not subject to dispute or disagreement.

11.2.3 If conditions are encountered at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, then the Contractor shall give written notice thereof to the City before the conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The City will promptly investigate such conditions and, if they differ materially from those indicated in the Contract Document and cause an increase or decrease in the Contractor's cost of or time required for performance of the Work, will adjust the Contract Sum or the Contract Time, or both. If the City and the Contractor cannot agree on the amount of the adjustment to the Contract Sum or the Contract Time, it shall be determined in accordance with Paragraph 11.2.5.

11.2.4 If the Contractor wishes to make claim for an increase in the Contract Time, he shall give the City written notice thereof within seven (7) days after the occurrence of the event-giving rise to such claim.

11.2.5

- a. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. The location of the arbitration will be St. Louis County, Missouri.
- b. Notice of demand for arbitration must be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after claim; dispute or other matter in questions has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- c. No arbitration arising out or related to this Agreement shall include, by joinder, consolidation or other manner, any person not a party to this Agreement.
- d. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9U.S.C. Sections 10 and 11).
- e. Unless otherwise agreed in writing. Contractor shall carry on the Work and maintain its progress during any arbitration proceedings, and the City shall continue to make payments to Contractor in accordance with this Agreement. This Paragraph 11.2.5 shall survive completion or termination of this Agreement.

11.3 MINOR CHANGES IN THE WORK

11.3.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be affected by written Field Order or by other written order. Such changes shall be binding on the City and the Contractor.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If any Work should be covered contrary to the request of the City, it must, if required by the City, be uncovered for his observation and replaced at the Contractor's expense.

12.1.2 If any Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and it shall be uncovered by the

Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work.

12.2.2 If, within one year after the Date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City.

12.2.3 All such defective or non-conforming Work under Subparagraphs 12.2.1 and 12.2.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the City.

12.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

12.2.5 If the Contractor fails to correct such defective or non-conforming Work, the City may correct it in accordance with Paragraph 2.3.

12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

12.3.1 If the City prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum or, if the amount is determined after final payment, it shall be paid by the Contractor

ARTICLE 13
SPECIAL PROVISIONS

In the event any part of the work to be performed hereunder shall require the Contractor of his Subcontractors to enter, cross, or work upon or beneath the right-of-way or other property of a railroad, the Contractor in addition to the indemnification and insurance requirements of this article, shall comply with the related requirements for such work as are set out in the Contract Documents.

13.1 SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

13.1.1 The Contractor's work must be scheduled and accomplished in stages such that local traffic is maintained during Work. It shall be the Contractor's responsibility to provide a traffic way that is usable in all weather conditions. The Contractor shall construct and maintain in a safe condition temporary pavements and connections for local traffic.

13.1.2 Temporary guardrail, or other suitable temporary barriers shall be provided to protect traffic from the Work. At all times until final acceptance of the Work, the Contractor shall provide and maintain such signs, lights, watchmen and barriers, in addition to the temporary guardrail, as may be necessary to properly protect the work and provide for safe and convenient public travel.

13.1.3 No additional payment shall be made for temporary guardrail, barriers, signs, lights, or other work as may be 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

13.2 THIS SECTION INTENTIONALLY LEFT BLANK

13.3 THIS SECTION INTENTIONALLY LEFT BLANK

13.4 OVERTIME AND WORKING DAYS

13.4.1 In order to provide sufficient control of work, the Contractor shall be required to obtain permission from the City of University City to schedule overtime work, including work on Saturdays, Sundays, and City holidays as given below at least forty-eight (48) hours in advance of any such work. If the Contractor fails to appear on a scheduled overtime period, the City shall deduct the cost for the City's assigned personnel from the Contract Sum for the time period scheduled.

CITY HOLIDAYS

There are nine (9) holidays. They are:

- | | |
|-----------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | |

13.4.2 No day will be considered a working day on which there is precipitation or temperature in an amount to prevent the beginning of operations, except if operations are begun later in that day only that time worked will be charged against the time allotted to the project for time worked, or if precipitation starts after the beginning of operations, necessitating the discontinuance thereof, only that part of the time worked will be charged against the allotted time.

13.5 THIS SECTION INTENTIONALLY LEFT BLANK

13.6 THIS SECTION INTENTIONALLY LEFT BLANK

13.7 THIS SECTION INTENTIONALLY LEFT BLANK

13.8 PRECONSTRUCTION CONFERENCE

13.8.1 A pre-work conference may be held prior to the issuance of a notice to proceed with the Work. The Contractor, the City of University City, and representatives of the various utility companies that have facilities in the project area will attend this meeting. The meeting date will be established after the taking of bids and at a time convenient to all parties.

13.9 SEQUENCE OF WORK

13.9.1 A schedule of the Contractor's work shall be submitted to the City for approval as required under the Agreement. It shall contain a listing of the order in which the Contract items will be provided and the approximate dates for starting and finishing each Contract item.

13.9.2 The Contractor shall furnish the City his proposed sequence and schedule for the completion of all work for their review and approval prior to the time of the pre-work conference. The City shall have the right to specify the order of construction as deemed necessary.

13.10 WORK LIMITS

13.10.1 The Work limits consist of the public streets rights-of-way. The Contractor shall limit his operations accordingly. The Contractor shall acquire the property owners' permission for any activity outside the public right-of-way areas.

13.11 ALTERED QUANTITIES

13.11.1 The City reserves the right to make changes in plan details which may vary the accepted quantities from those shown on the itemized Bid.

13.11.2 The Contractor shall accept, as payment in full, payment at the original Contract unit prices bid for the accepted quantities of work done. No allowance will be made for any increase expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. No allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment that was not used.

13.12 MEASUREMENT OF QUANTITIES

13.12.1 The Contractor and the project manager (representative of The City of University City) will jointly go over all areas where Work is to be done. Documents detailing these quantities will be made available to both the Contractor and the project manager. Unless otherwise directed, the quantities for which payment will be made will be those agreed upon between the Contractor and project manager in the field at the time of marking. If the Contractor damages any area outside of the Work areas, he shall replace these areas at his expense.

13.13 ADDITIONS TO CONTRACT

13.13.1 Unit prices in this Contract may be used to negotiate a Change Order for additional work involving similar projects.

13.14 TAXES

13.14.1 As set forth in 144.062 RSMo Sup. 1988 and 144.039 RSMo Sup. 1988, Contractors and any subcontractors who purchase materials and/or supplies "for the purpose of constructing, repairing, or remodeling facilities for the City are exempt from paying sales tax if the purchases are for the City". The official State Tax exemption letter will be furnished on request. The quoted phrases were taken directly from the statute.

REQUIREMENTS INCLUDE:

1. Contractor:
 - a. Order all necessary materials to complete the Work in accordance with the Contract Documents.
 - b. Inspect all delivered materials for conformance to Contract Documents, damage, breakage and subsequently accept materials if found to be satisfactory.
2. Owner:
 - a. Provide tax-exempt status letter to Contractor.
3. Direct purchase of materials by City does not relieve Contractor of obligations to order, schedule deliveries, inspect, accept or reject, store, handle, or install materials or perform any other duties required by the Contract Documents or customarily performed in conjunction with providing materials to complete the Work.

13.15 WORKMANSHIP

The Contractor shall at all times employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by these specifications. All workmen shall have sufficient skill and experience to perform properly the work assigned to them.

The labor provided by the Contractor shall be directed to be of a workman like character with respect to the methods of construction and quality of completed work; and, shall not encumber the premises or adjacent property or streets with materials and/or equipment.

"Removal" shall be defined as removal and disposal off the site unless otherwise specified or directed by the engineer. The Contractor shall make satisfactory arrangements to store material and equipment after delivery and during construction off of the City right-of-way. The City will assume no responsibility for these arrangements.

ARTICLE 14

EQUAL OPPORTUNITY EMPLOYMENT

14.1 In accordance to University City Municipal Code Section 2-7.2 Personnel requirements for contractors of service contracts with University City wherein payment by the city is fifty thousand dollars (\$50,000) or more and Contractor's employees on project exceed ten (10) in number.

14.1.1 Any person, firm or corporations contracting with the city to provide services such as, but not limited to, technical/professional services, street repairs, supplies, building maintenance, at a cost to the city of fifty thousand dollars (\$50,000) or more and involving ten (10) or more employees in the work force providing the contracted service, shall, as a condition precedent to the rendition of such services, certify by affidavit filed with the said city that at least twenty (20) percent of the work force providing the contracted services shall consist of workers generally classified as members of minorities and/or females workers. The city council may, under special circumstances such as, for example, situations requiring technical expertise and/or specialization, waive the conditions set forth herein provided, however, that such waiver is justified by two-thirds vote of the city council.

Ref: Ord. No. 5604

14.2 In accordance to University City Municipal Code Section 2-7.3 Personnel requirements with respect to employees of subcontractors when the prime service contract with the city is one hundred thousand (\$100,000) or more and there are two or more subcontractors.

14.2.1 Any person, firm or corporation contracting with the city to provide services involving payment of one hundred thousand dollars (\$100,000) or more in which there are two (2) or more subcontractors shall agree with the city that at least fifteen (15) percent of the total amount of the city's contract shall be allocated to subcontractors who employ workers generally classified as members of minorities and/or females workers.

Ref: Ord. No. 5606

JOB SPECIAL PROVISIONS**SAFETY:**

Contractor is required to notifying Missouri One Call at 800-344-7483 and have utilities marked prior to stump grinding and tree planting.

Adequate signs or other warning devices shall be placed around the work area to warn pedestrians and motor vehicles of the work being done. Work shall be undertaken at a time by method that will insure a minimum of interference with traffic movement. Whenever streets are to be blocked off to public service, police and fire departments shall be notified of the location and length of time the street will be blocked. Notification shall be given to these departments upon the removal of such barriers or if such barriers are to remain longer than originally expected.

Qualified tree workers and trainees shall follow ANSI guidelines for Tree Care Operations which shall include personal protective equipment such as eye, ear, and head protection.

DAMAGES:

The contractor shall be held responsible for any and all property damages or bodily injury to members of their crew and all other persons resulting from work operations. Any sidewalks, curbs, streets, parkways or other property, public or private, which may be damaged, are to be restored to original condition by contractor, per specifications of the City of University City.

ASSIGNMENT AND NON-COMPLIANCE OF CONTRACT:

Said contractor will not assign this agreement in whole or in part without written consent of the City of University City. If the contract is assigned, the new company must meet all provisions of these specifications.

In the event that the Contractor does not comply with the terms of this agreement, the City shall so notify the contractor, and if repetition of such noncompliance continues, the City reserves the right to cancel this agreement within twenty-four (24) hours after written notice stating the reason to the contractor.

RESIDENT NOTIFICATION

The Contractor shall be responsible for prior notification of residents for no parking on streets during operations. The contractor shall provide all material, labor, equipment, and services necessary to install no parking signs. Temporary "**NO PARKING**" signs on stakes noting the time of construction activity shall be provided by the contractor and installed at the curb, forty-eight (48) hours in advance of work. The contractor shall maintain all no parking signs in good legible condition and shall replace all damaged and vandalized signs immediately. The contractor will be responsible for any resigning necessary due to weather and other scheduling changes. Signs shall be removed and disposed of by the Contractor at the end of the operation on that street. No additional compensation will be allowed for delays or inconvenience when parked vehicles are encountered. The City will provide the contractor with a copy of an acceptable no parking sign for their use.

CITY NOTIFICATION

The Contractor shall be responsible for contacting the City Forestry Supervisor at the end of each week to confirm trees that were pruned.

CELL PHONE

The superintendent on the job shall possess a cell phone. The superintendent's cell phone number shall be provided to the City.

TREE TRIMMING BID TABULATION

PRF26-10-0019

1/30/26

Company	Total Bid
Custom tree care	154,440.00
Monsters Tree Service	135,594.00
Michael's tree & loader service	213,620.00
Omni tree service	182,488.00
Gamma tree experts	165,800

THE CITY INTENDS TO AWARD THE BID TO THE MOST RESPONSIVE, RESPONSIBLE BIDDER SUBMITTING THE LOWEST BEST BID.
 THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND TO WAIVE ANY IRREGULARITIES IN THE BEST INTEREST OF
 THE CITY.

City Official Jacob Knicker (1-30-26)

Witness JAKO 1/30/26

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 _____, a _____ with offices at _____ (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to proceed with Project No. PRF 26-10-0019 – 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 three hundred (300) 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:

_____ Dollars

WORDS

(\$ _____) NUMBERS

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.

****In making out this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.***

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: _____
City Clerk

Date: _____

CITY OF UNIVERSITY CITY

CITY OF UNIVERSITY CITY

By: _____
City Attorney

By: _____
City Manager

Date: _____

Date: _____

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CA20260209-04
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SUBJECT/TITLE: Ratification - MGT - Budget Consultant			
PREPARED BY: Brooke A. Sharp		DEPARTMENT / WARD: Finance	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Interim City Manager Brooke Sharp recommends approval			
FISCAL IMPACT: The Salaries line item for Finance will be reduced to cover the cost of the consultant, not to exceed \$100,000			
AMOUNT:	\$100,000	ACCOUNT No.:	01-16-08-5001
FROM FUND:		TO FUND:	
EXPLANATION: Interim City Manager Sharp is requesting the ratification of an agreement for the budget consultant to assist with preparing the FY2027 budget.			

STAFF COMMENTS AND BACKGROUND INFORMATION: With both Gregory Rose and Finance Director Keith Cole departing the week of February 2nd, I deemed it urgent that I engage a consultant to assist with the FY27 budget preparations. We have a Master Agreement on file with MGT that was approved at the September, 2025 Council meeting. The document I signed for the budget consultant is an additional exhibit to the master agreement. I do not expect costs to exceed \$100,000. I am asking that the Council ratify my actions.

CIP No.	
RELATED ITEMS / ATTACHMENTS: Exhibit A - Assigned Employee Donna Gayden Council Cover Form from September 9, 2025 Master Agreement	

LIST CITY COUNCIL GOALS (S): Prudent Fiscal Management Employees	
RESPECTFULLY SUBMITTED:	Interim City Manager Brooke Sharp
MEETING DATE:	February 9, 2026

EXHIBIT A
Assigned Employee and Base Compensation

As of January 30, 2026 ("Effective Date"), **MGT Impact Solutions, LLC** ("MGT") and the **City of University City, MO** ("Client") execute this Exhibit A pursuant to the Employee Leasing Agreement between the Parties dated September 9, 2025.

ASSIGNED EMPLOYEE: Donna Gayden

POSITION/ASSIGNMENT: Finance Consultant

POSITION TERM: January 30, 2026 – April 3, 2026. Upon mutual agreement of the parties, the term can be extended up to July 3, 2026. Either party may terminate the agreement at any time by providing two weeks advance written notice.

BASE COMPENSATION: \$137.75/hour. Weekly work hours will vary but are anticipated to average 20 hours/week in a hybrid work environment.

OTHER – TRAVEL EXPENSES: In the event client desires employee to work on-site, client shall assume responsibility for all travel related expenses including air-fare, overnight lodging, per-diem and any other related expenses and, if necessary, will reimburse employee directly for such expenses.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

By:  _____

Name: A. Trey Traviesa

Title: CEO

Date: 1/29/2026

CITY OF UNIVERSITY CITY, MO

By:  _____

Name: Brooke A. Sharp

Title: Deputy City Manager

Date: 1/29/2026

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CA20250908-04
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SUBJECT/TITLE:
MGT Contract - Interim Parks, Recreation, and Public Areas Maintenance Director

PREPARED BY: Brooke A. Sharp	DEPARTMENT / WARD Parks, Rec, and PAM
--	---

AGENDA SECTION: Consent	CAN ITEM BE RESCHEDULED? No
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval and requests authorization to execute the agreement.

FISCAL IMPACT:
The Salaries line item will be reduced by \$108,000

AMOUNT:	\$108,000	ACCOUNT No.:	See "Explanation"
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FROM FUND:	See "Explanation"	TO FUND:	See "Explanation"
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EXPLANATION:
Staff is requesting approval of a contract to hire an Interim Director of Parks, Recreation, and Public Areas Maintenance to serve until a permanent director is hired. This position is billed to 5 account codes at 20%: 01.50.45.5001, 01.50.49.5001, 01.50.51.5001, 01.50.53.5001, 28.50.47.5001 and will be taken from budgeted funds.

STAFF COMMENTS AND BACKGROUND INFORMATION:
The Director of Parks, Recreation, and Public Areas Maintenance position is currently vacant. Recruitment for a permanent Director will likely take up to six months. Staff is requesting the approval of a contract to hire an Interim Director while a national search is conducted for a permanent Director. The agreement with MGT will allow for a temporary Director to be put in place at an hourly rate of \$112.50 per hour with a minimum 6 month commitment, which is how long staff estimates the recruitment process will take.

CIP No.	
----------------	--

RELATED ITEMS / ATTACHMENTS:
MGT Employee Leasing Agreement

LIST CITY COUNCIL GOALS (S):
Employees

RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	September 8, 2025
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EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by MGT Impact Solutions, LLC ("MGT"), and the City of University City, Missouri (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). Exhibit A identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. Exhibit A may be modified from time to time by an amended Exhibit A signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with federal and state law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or



indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. MGT will provide to Assigned Employee those employee benefits identified in the attached Exhibit B. MGT may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without



which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO MGT

Section 3.01. Fees. The Client will pay MGT fees for the services provided under this Agreement as follows:

- (a) The base compensation as fully identified on **Exhibit A**, as amended; plus
- (b) Any employee benefits MGT paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.



(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his or her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, MGT has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.



Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. The Client may hire the Assigned Employee as a permanent or temporary employee of the Client at any time during the Term. Recognizing the substantial investment of time and resources by MGT under this Agreement to place its Assigned Employee with Client, Client agrees to pay to MGT a conversion fee calculated as a percentage of the annual salary offered to the Assigned Employee by Client. Said conversion fees shall be paid according to the following schedule:

Time on Assignment	Administrative and Clerical Roles	IT Roles	Executive Roles (Manager and Above)
0-3 Months	25.00%	30.00%	35.00%
4 - 6 Months	20.00%	25.00%	30.00%
7-12 Months	15.00%	20.00%	25.00%
13 -24 Months	5.00%	5.00%	10.00%
25+ Months	No Fee	No Fee	No Fee

The conversion fee shall be paid to MGT no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.



Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnifying Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the



terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of MGT.

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

SECTION 9 DISPUTE RESOLUTION



Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Missouri. Venue and jurisdiction for any action under this Agreement is St. Louis County, Missouri. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Missouri.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to MGT:

MGT Impact Solutions, LLC
4320 W Kennedy Blvd.
Tampa, FL 33609
Attention: Legal Notice/Contracts
813- 327-4717 - contracts@mgt.us

Copy To:
Michael J. Earl – Staffing Manager
847-652-1310 – mearl@mgt.us

If to Client:

City of University City
6801 Delmar Boulevard
University City, MO 63130
Attention: Brooke Sharp, Deputy City Manager
314-505-8536 – bsmith@ucitymo.org

[Signatures on following page]



IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by MGT.

MGT IMPACT SOLUTIONS, LLC

By  _____
Name: A. Trey Traviesa
Title: CEO

Effective Date: September 9, 2025

CITY OF UNIVERSITY CITY

By  _____
Name: Gregory Rose
Title: City Manager



EXHIBIT A
Assigned Employee and Base Compensation

As of September 9, 2025 ("Effective Date"), MGT Impact Solutions, LLC ("MGT") and the City of University City ("Client") execute this Exhibit A pursuant to the Employee Leasing Agreement between the Parties dated September 9, 2025.

ASSIGNED EMPLOYEE: Jim Krischke

POSITION/ASSIGNMENT: Interim Parks and Recreation Director

POSITION TERM: September 9, 2025 – March 13, 2026. Upon mutual agreement of both parties, the term may be extended up to September 4, 2026. Either party may terminate the agreement at any time by providing thirty (30) days advance written notice.

BASE COMPENSATION: \$4,500/week (based on a 40/hour work week at a rate \$112.50/hour) Compensation assumes assigned employee will be paid for holidays on the same schedule client provides to its employees. Specific hours of work will be determined between the client and the employee.

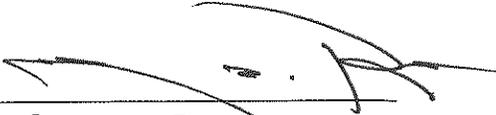
OTHER -PAID TIME OFF: Client will provide eighty (80) hours of PTO to the assigned employee in a Time Bank for use during the position term. Time off shall be approved in advance by the workplace supervisor. Any unused PTO will not be paid out at the end of the position term.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

CITY OF UNIVERSITY CITY

By:  _____

By:  _____

Name: A. Trey Traviesa

Name: Gregory Rose

Title: CEO

Title: City Manager

Date: 9/9/2025

Date: 9/9/25

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.



EXHIBIT B
Summary of Benefits

DOES NOT APPLY

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CM20260209-01
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SUBJECT/TITLE: City Manager General Updates			
PREPARED BY:		DEPARTMENT / WARD Administration - All	
AGENDA SECTION:	City Manager's Report	CAN ITEM BE RESCHEDULED?	
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:			
FISCAL IMPACT:			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: General updates as provided by the City Manager.			

STAFF COMMENTS AND BACKGROUND INFORMATION:

CIP No.	
RELATED ITEMS / ATTACHMENTS:	

LIST CITY COUNCIL GOALS (5):			
RESPECTFULLY SUBMITTED:	Interim City Manager, Brooke Sharp	MEETING DATE:	Feb 9, 2026

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CM20260209-02
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SUBJECT/TITLE:
City Manager Executive Search Update

PREPARED BY: City Clerk Reese /City Attorney Mulligan	DEPARTMENT / WARD Administration - All
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AGENDA SECTION: City Manager's Report	CAN ITEM BE RESCHEDULED?
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

FISCAL IMPACT:

AMOUNT:		ACCOUNT No.:	
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FROM FUND:		TO FUND:	
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EXPLANATION:
Lee Szymborski, Senior Consultant with MGT Impact Solutions will be present to provide information on the recruitment process and work being done regarding the executive search for a new City Manager.

STAFF COMMENTS AND BACKGROUND INFORMATION:

CIP No.	
----------------	--

RELATED ITEMS / ATTACHMENTS:
Suggested recruitment calendar and timeline
Community Engagement Forum Flyer

LIST CITY COUNCIL GOALS (5):

RESPECTFULLY SUBMITTED: Interim City Manager, Brooke Sharp	MEETING DATE: February 9, 2026
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**Suggested Recruitment Calendar for the City of University City, Missouri
City Manager Position**

Date	Task
February 9 and 10, 2026	Consultant meets with City officials and department directors and seeks input on candidate experience, background, organizational challenges, opportunities, community challenges, issues, etc. Consultant conducts community forum.
February 16, 2026	Consultant submits draft Position Announcement to City officials for review and approval. Consultant submits draft on-line Community Survey seeking stakeholder input on important attributes and qualities the next City Manager should possess.
February 18, 2026	City officials approve Position Announcement and Community on-line survey.
February 18, 2026	Position Announcement ads placed; and all outreach begins.
February 18, 2026	Community Survey posted on City’s website for two weeks.
February 23, 2026	Consultant submits draft Recruitment Profile to City officials for review and approval.
February 25 – 27, 2026	City officials review and finalize profile; Recruitment Profile is placed on MGT website and sent to potential candidates.
Week of March 9, 2026	Survey results sent the City, shared with potential candidates.
March 27, 2026	Deadline for resumes.
March 27 – April 17, 2026	Consultant reviews resumes, interviews candidates, conducts background reviews, due diligence, etc. Reference checks conducted. Consultant narrows field to 8 – 10 candidates for further consideration.
Note: April 7, 2026 – Municipal Elections	
Week of April 27, 2026	Consultant’s recruitment portfolio of candidate materials received by the City.
Week of April 27, 2026	Consultant meets with Mayor, City Council and City Attorney to review the Recruitment Portfolio; Mayor and Council select candidates to interview and decide interview process details.
Week of May 11, 2026	Mayor and City Council conduct Interviews
Week of May 18, 2026	Mayor and Council conduct 2 nd interviews, if needed.
Week of May 26, 2026	Employment agreement negotiated, Council approval of agreement.
July 2026 (depending on length of notice candidate required to give current employer).	New City Manager begins employment.

Updated:
February 3, 2026



UNIVERSITY CITY, MISSOURI

Community Engagement Forum:

**CITY MANAGER
EXECUTIVE SEARCH**



**Interactive
Discussion**

**Free &
Open to
the Public**

**Come share perspectives, and help
inform selection of University City's
next administrative leader.**

Tuesday

**February 10th
7:00pm**

**Heman Park Community Center
975 Pennsylvania Avenue.
University City, MO 63130**

Conductor:



Lee Szymborski
Senior Consultant
MGT

**For More
Information:** www.ucitymo.org/m/newsflash/home/detail/1255

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CM20260209-03
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SUBJECT/TITLE: Ruth Park Driving Range Proposal			
PREPARED BY: Brooke A. Sharp		DEPARTMENT / WARD Parks, Recreation, and PAM	
AGENDA SECTION:	City Manager's Report	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Interim City Manager Brooke Sharp recommends approval.			
FISCAL IMPACT: The CIP Fund will be reduced by \$275,000. The Fund 28 Reserves will be reduced by \$43,000			
AMOUNT:	\$317,152	ACCOUNT No.:	28.50.47.8020
FROM FUND:	CIP Fund and Fund 28 Reserves	TO FUND:	28.50.47.8020
EXPLANATION: The Horner & Schifrin Proposal for restoration of the Ruth Park Golf Course Driving Range is intended to rectify conditions that have this portion of the golf facility currently out of service.			

STAFF COMMENTS AND BACKGROUND INFORMATION: The city issued a RFQ for design services for the Ruth Park Driving Range. One firm submitted their qualifications. Staff subsequently requested a proposal from the engineering firm Horner & Schifrin. The total for the proposal is \$317,152 which includes the base cost of \$280,729, estimated reimbursables of \$8,350, and Navigate's recommended 10% contingency of \$28,073. The FY26 budget includes \$275,000 for this project in the Golf Course Fund. Staff requests that the remaining \$43,000 be taken from the reserves.
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CIP No.	GLF26-01; GLF26-02
RELATED ITEMS / ATTACHMENTS: Horner & Schifrin Proposal AIA Contract	

LIST CITY COUNCIL GOALS (S): Improved Infrastructure Community Quality of Life and Amenities	
RESPECTFULLY SUBMITTED:	Interim City Manager, Brooke Sharp
MEETING DATE:	February 9, 2026



101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3991
636-329-9296 • FAX 844-339-2910 • www.HornerShifrin.com

January 14, 2026

David Lowell
Sr. Project Manager
Navigate Building Solutions
8419 Manchester Road
St. Louis, MO 63144
david@navigatebuildingsolutions.com

Re: **Ruth Park Golf Course**
Proposal to Provide Professional Engineering Services
H&S Opportunity Number 250740000

Dear David,

Horner & Shifrin, Inc. (Engineer) is pleased to submit our proposal to provide Professional Services for the planned improvements at the Ruth Park Golf Course at 8211 Groby Rd in University City, Missouri. We understand that the scope will include the re-grading the existing driving range to reduce erosion, the restoration of the existing silted-in detention basin to the north of the driving range, the addition of a putting green practice area east of Tee Box 1, and landscape and irrigation improvements throughout. Planned bid alternates for the project include landscaping around the putting green, target greens placed in the driving range, and the use of zoysia grass in the center of the driving range. A design alternative has also been included for the reconnection of the irrigation system in the berm along Groby Road and the replacement of dead plantings. A survey of the project area will be required for the design and a geotechnical investigation to determine the characteristics of the existing fill that has been placed on the site. Additionally, inspection of the existing storm sewers on site will also be performed to determine whether the pipes need to be abandoned or repaired.

The project area is not located within the FEMA 100-year floodplain and no wetlands are noted on the US Fish and Wildlife Service's Wetland Mapper. A Horner and Shifrin Environmental Scientist visited the site to review the existing detention basin for wetland features. It appears that the basin would not be considered a wetland and therefore removal of the silt in the basin can be completed under general grading permits. No wetland permitting is included in this scope. The existing detention basin was designed according to the Metropolitan St. Louis Sewer Districts Rules and Regulations. It is anticipated that MSD will require submittals to show that the proposed improvements will restore the basin to the original design intent. Providing additional stormwater management for the site is not anticipated to be required. A conceptual submittal to the Metropolitan St. Louis Sewer District (MSD) to confirm the site requirements will be made at the onset of the project and final submittal will be made once Construction Documents are complete for permitting approvals. If additional detention and water quality features are required by MSD, they can be provided under an additional services agreement. The City of University City is believed to have a reciprocity agreement with MSD such that review and submittal fees are not required and therefore are not included in Engineer's fee.



The project site will disturb approximately 10 acres of land. Land disturbance permits will be required from the Missouri Department of Natural Resources and through St. Louis County. The MDNR land disturbance fee for 10-25 acres is \$750 and is included in the Engineer's fee. St. Louis County Major Land Disturbance fees are based on the cost of the land disturbance activity and are determined after the submittal and review of the plans. These fees are not included in this scope and are assumed to be paid by the Owner. See attached fee schedule from St. Louis County for reference.

A Site Plan submittal to the City Planning and Zoning Department is not anticipated to be required due to the project not adding or expanding buildings or adjusting parking. However, a fee has been provided for attendance at a public meeting if the city requires a public hearing to take place and requests Horner & Shifrin staff attend.

H&S Scope of Services:

The Engineer understands the project to include the following scope of services:

1. Survey Services. Specific Tasks Include:
 - a. Project Management.
 - b. Drone and field crew topographic survey.
 - c. Data processing and drafting for use in design.
2. Civil Schematic Design, specific tasks include:
 - a. Project Management.
 - b. Kickoff meeting with Client to discuss project goals and requirements.
 - c. Site visit by design staff as needed.
 - d. Coordination with subconsultants for landscape architecture, geotechnical engineering, and CCTV data collection.
 - e. Review of geotechnical report.
 - f. Review of pipe inspection report.
 - g. Conceptual layout and grading coordinated with Planning Design Studio
 - h. Evaluation of stormwater pond.
 - i. Evaluation of options for temporary and permanent erosion control BMPs.
 - j. Preliminary design of putting green and landscaping.
 - k. Turfing and irrigation overview plan.
 - l. Utility company research and coordination.
 - m. MSD Conceptual Review submittal.
 - n. In person coordination meetings with Owner and design team.
 - o. QA/QC.
 - p. Final conceptual plans submitted to Client for comment and approval of design intent.
3. Civil Design Development Drawings. Specific tasks to include:
 - a. Project Management.
 - b. Site visit to review proposed DD improvements after review of Schematic Design.
 - c. Refine site improvements based on Owner comments.
 - d. Civil Design development plan set to include:
 - i. Cover Sheet
 - ii. General Notes
 - iii. Demolition Plan
 - iv. Site Plan
 - v. Grading Plan
 - vi. Storm Water Pollution Prevention Plan



- e. Cut and fill volume estimate.
- f. Cost estimate.
- g. In person coordination with design team and owner.
- h. Submittal to client and virtual meeting to discuss plans.
4. Civil Construction Drawings. Specific tasks to include:
 - a. Project Management.
 - b. Update site layout, grading, utilities per Owner comments.
 - c. Construction drawings to include:
 - i. Cover Sheet
 - ii. General Notes
 - iii. Existing Conditions/Demolition Plan
 - iv. Site Plan
 - v. Grading/Drainage Plan
 - vi. Storm Water Pollution Prevention Plan
 - vii. Stormwater Pollution Prevention Notes
 - viii. Pipe Profiles as required.
 - ix. Construction details
 - x. Drainage Area Maps
 - d. Stormwater Hydraulics as required.
 - i. Analysis will include any on-site sewers and the downstream culvert under the cart path to the north of the detention basin.
 - e. Stormwater management report for submittal to MSD.
 - f. Cut and fill volume estimate.
 - g. Utility Coordination for conflicts.
 - h. Preparation of bid book.
 - i. Virtual coordination with Team.
 - j. In person review meeting with owner.
 - k. County Major Land Disturbance Submittal and MSD submittal
 - l. Revisions for Approval of Site Construction Documents.
 - m. QA/QC.
5. Bidding Assistance Services to include:
 - a. Pre-Bid Conference.
 - b. Bidding responses.
6. Construction Administration Services to include:
 - a. Address Requests for Information.
 - b. Addendums.
 - c. Review of change orders.
 - d. Attendance at pre-construction meeting.
 - e. Review Shop Drawings.
 - f. Bi-weekly site visits for on-site meetings. 10 visits included.
 - g. Punch list at construction completion and return visit for verification.
 - h. Project Closeout.

H&S has partnered with Planning Design Studio to complete the Landscape Architecture and Irrigation Services for these improvements. See summary below for tasks included and the attached proposal for more detailed description of the included work.



Planning Design Studio Scope of Services:

1. Schematic Design. Specific tasks to include:
 - a. Site visits for inventory analysis.
 - b. Schematic Design Drawings to include:
 - i. Driving Range
 1. Conceptual layout and grading alternatives for review with H&S and City.
 2. Soils, Turfing & irrigation Overview Plan.
 - ii. Stormwater BMP SD Landscape Plan
 - iii. Practice Green
 1. Develop 2 or 3 concept layouts and grading alternatives for review with H&S and City.
 2. SD Level layout, grading and subsurface drainage plan.
 - c. Coordination with design team, agronomist, and plant/seed providers.
 - i. Schematic landscape plan of BMP area.
 - ii. Conceptual layouts and grading for practice green.
 - d. Coordination and meetings with design team and client. One kickoff meeting, 3 virtual coordination meetings, and one virtual review meeting included.
2. Design Development. Specific tasks include:
 - a. Site visit to review comments on SD plans.
 - b. Driving Range Design Development Drawings to include:
 - i. Soils Plan
 - ii. Turfing & Landscape Plan
 - iii. Soils, Turfing & Landscape Details
 - iv. Irrigation Plan
 - v. Irrigation Schedule & Details
 - c. BMP Landscape Plan
 - d. Practice Green Design Development Drawings to include:
 - i. Clearing, Topsoil striping & SWPPP
 - ii. Layout Plan
 - iii. Grading Plan
 - iv. Soils & Subsurface Drainage Plan
 - v. Irrigation Plan
 - e. Outline Specifications.
 - f. Coordination with design team, agronomist, plant/seed providers, and irrigation system specialist
 - g. Cost estimate
 - h. Meetings to include 3 virtual coordination meetings with design team and/or city and one virtual review meeting.
3. Construction Documents. Specific tasks include:
 - a. Complete driving range documents including:
 - i. Soils Plan
 - ii. Turfing & Landscape Plan
 - iii. Soils, Turfing & Landscape Details
 - iv. Irrigation Plan
 - v. Irrigation Schedule & Details
 - b. Stormwater BMP documents to include:
 - i. Landscape Plan
 - ii. Landscape Schedule & Details



- c. Complete Practice Green documents to include:
 - i. Clearing, Topsoil Striping, & SWPPP
 - ii. Layout Plan
 - iii. Grading Plan
 - iv. Soils & Subsurface Drainage Plan
 - v. Turfing & Landscape Plan
 - vi. Soils, Turfing, Subsurface Drainage & Landscape Details
 - vii. Irrigation Plan
 - d. Complete technical specifications.
 - e. Cost estimate.
 - f. Coordination with design time, agronomist, plant/seed providers, and irrigation system specialist.
 - g. Two virtual coordination meetings to prepare final CDs and two virtual review meeting with the project team and city representatives are included.
 - h. Address review comments required for permitting.
4. Bidding Services to include:
- a. Attend Pre-Bid conference.
 - b. Address bid period FRI's and issue responses to H&S.
 - c. Assist in the review of bids, contractors and particularly subcontractors that will complete the turfing, irrigation and practice green construction.
5. Construction Administration Services to include:
- a. Attend Pre-construction meeting.
 - b. Conduct periodic site visits to observe work in progress.
 - c. Attend on-site bi-weekly construction progress meetings.
 - d. Coordinate with the contractor's layout and staking of the practice green and installation of SWPPP BMPs. (2 visits @ 3 hours)
 - e. Collect soil samples for lab testing and review for soil amendments.
 - f. Respond to RFIs and address change order requests.
 - g. Shop drawing reviews.
 - h. Complete punch list of LA related improvements and follow up site review to confirm punch list items are completed.
6. Optional LA Design Services for Landscape Berm
- a. PDS will complete the following services if authorized as an optional scope of services item for work on the landscape berm on the south side of the driving range tee.
 - i. Review the condition and document locations of existing plantings and irrigation heads on the landscape berm.
 - ii. Prepare a schematic landscape plan to replace and supplement the existing plantings
 - iii. Prepare a design development level landscape plan to replace and supplement the existing plantings that will include landscape plan, and schedule of cost.
 - iv. Prepare final design/construction documents for the proposed plantings on the landscape berm, including landscape plan, details, schedule and specifications.
 - v. Reviews of the landscape plan SD, DD and CD submittals will be completed at the same time of other elements of this project.
 - vi. Respond to RFIs
 - vii. Periodic site reviews during construction/installation
 - viii. Separate substantial completion site review and punch list prepared for the landscape berm project.



Shannon & Wilson Scope of Services:

Shannon & Wilson will perform geotechnical services for the project. Their scope will include:

1. Subsurface exploration.
 - a. Four borings in driving range.
 - b. One boring in putting green.
 - c. 20' average depth assumed for each boring.
2. Quality control by experienced geologist or engineer.
3. Laboratory testing to determine soil conditions.
4. Report with design recommendations.
5. 1 virtual meeting to discuss suggestions for erosion control and retaining walls.
6. Construction inspection services are not included, but may be provided as an additional service once the construction scope has been determined.

Trekk Design Group Scope of Services:

Trekk Design Group will inspect the existing storm sewer system on site. Their scope will include:

1. 12"-24" CCTV inspections.
 - a. Complete conditions assessment of pipes.
2. 8"-12" GoPro inspections.
 - a. GoPro cameras are to be used where the CCTV machinery will not fit in smaller pipes and inlets.
 - b. Complete conditions assessment of pipes.
3. Deliverables to include report of conditions, videos and photos, and a task area map. All data to be provided to the client for their use and distribution.

Assumptions:

1. A formal survey deliverable is not included. Survey will be used in design and included as existing conditions in the project plans.
2. Design to include regrading of pervious areas to minimize erosion, add putting green, and restore stormwater management system.
3. No new impervious areas are proposed. No new stormwater management will be required.
4. Balanced earthwork on site will be attempted, but not guaranteed for this property as the suitability of existing soil is unknown. Anticipated cut and fill quantities will be provided.
5. Disturbed area will be approximately 10 acres.
6. Property is not within an effective FEMA floodplain and does not include delineated wetlands.
7. Fees for MSD submittals will be waived due to a reciprocity agreement between MSD and University City.

Exclusions:

1. Lot Consolidations or Subdivision Plat, Condominium Plats, etc.
2. Easements or reserve areas.
3. Alternative site layout analysis and evaluations.
4. Changes to plans based on bid costs.
5. Public Utility Design and Relocations.
6. Master planning for future site expansions.
7. St. Louis County submittal and review fees.
8. Design of new stormwater management facilities including detention, channel protection, and Water Quality BMPs, or analysis of existing BMPs.
9. Floodplain analysis.



10. Drainage analysis to River Des Peres. The included scope will include the ditch and pipes under the cart path downstream of the detention basin. There is no visible erosion or sediment issues from the cart path through the conservation area north of the golf course, so this area will not be investigated.
11. Retaining wall design.
12. Title Searches.
13. Any permitting, review, or submittal fees not specifically mentioned in this proposal.
14. Private utility locations or potholing services.
15. Environmental Permitting.
16. Site Lighting design/plans.
17. Existing tree identification (species, sizes, reporting).
18. Threatened and Endangered Species Studies, Field Investigations.

Fee:

The Scope of Services are proposed to be completed for lump sum fees as follows:

1. Survey Services			
a. Topographic Survey	\$8,600	\$8,600	Subtotal
2. Engineering Services			
a. Schematic Design	\$34,200		
b. Design Development	\$30,600		
c. Construction Documents	\$36,900		
d. Bidding Assistance	\$3,400		
e. Construction Administration	\$17,100	\$122,200	Subtotal
3. Landscape Architecture Services			
a. Schematic Design	\$20,060		
b. Design Development	\$33,535		
c. Construction Documents	\$35,045		
d. Bidding Services	\$3,120		
e. Construction Administration	\$22,280		
f. Landscape Berm Design	\$5,500	\$119,540	Subtotal
4. Geotechnical Services (Shannon & Wilson)	\$15,250	\$15,250	Subtotal
5. Pipe Inspection Services (Trek)	\$15,202	\$15,202	Subtotal
Total Design Fee		\$280,792	Total

6. Estimated reimbursable expenses. Actual reimbursables to be charged at cost:

a. PDS Reimbursables	\$4,500
b. Printing/deliver/postage	\$500
c. Public Hearing Exhibits	\$1000
d. MSD Conceptual Review	\$0
e. MSD Submittal Fee	\$0
f. MSD Review Fee	\$0
g. MDNR Land Disturbance Permit	\$750
h. Drone flight	\$1,000
i. Mileage	\$600
Total Reimbursable Expenses	\$8,350



Potential reimbursable expenses with unknown costs may include:

1. Additional permitting review fees by St. Louis County.
2. Other fees paid by Engineer to be reimbursed by Owner.

Schedule:

We will work quickly and efficiently to meet the Owner's deadlines for this project.

Additional Services:

Additional services beyond those anticipated, including additional design of stormwater management facilities, construction site visits and support, can be performed under an additional services agreement.

If this proposal is acceptable, we can provide an engineering contract for review and execution, or you can provide a contract for our review and approval. If any of our assumptions are incorrect, we can revise this proposal to meet your needs. If you have any questions, please don't hesitate to reach out. We look forward to working with you on the successful completion of this project.

Respectfully Submitted,

April M. Giesmann, PE, CFM
Associate Vice President, Business Unit Leader – Civil/Site
636-439-2393 (office) 314-374-5755 (direct)
amgiesmann@hornershifrin.com

Matthew G. Steuber, PE
Project Manager
636-866-4177
mgsteuber@hornershifrin.com

Attachments:

1. Planning Design Studio proposal dated 01/07/2026.
2. Shannon & Wilson proposal dated 01/08/2026.
3. TREKK CCTV proposal dated 12/10/2025.

LANDSCAPE ARCHITECTURE SERVICES PROPOSAL

Project: **Ruth Park Golf Course
Driving Range Restoration**
8211 Groby Road
University City, Missouri 63132

Client: University City, Missouri

**Civil Engineer &
Prime Consultant:** Horner & Shifrin, Inc. (H&S)
401 South 18th Street – Suite 400
Saint Louis, MO 63103

Civil Eng. Contact: April Giesmann, PE, CFM, Vice President – Civil/Site
Telephone: 636.439.2393
Email: amgiesmann@hornershifrin.com

Landscape Architect: **Planning Design Studio LLC (PDS)**
2816 Sutton Blvd, Suite 1
St. Louis, MO 63143
Telephone: 314.241.3600

1.0 OBJECTIVE:

The objective of the professional services to be provided by Planning Design Studio LLC to Horner & Shifrin, Inc. will be landscape architecture (LA) services to support H&S in developing design documents for the Ruth Park Golf Course Driving Range Restoration project. Generally, PDS's design services will include:

- A. Driving Range Restoration - H&S lead. PDS will assist with the following services:
 - o Conceptual Layout/Grading Alternatives during the schematic phase.
 - o Schematic Design through Construction Documents for Soils, Turfing, Landscape & Irrigation (Note: Irrigation for the driving range, landscape berm and practice putting green will connect to existing irrigation mains.)
- B. Stormwater BMP: H&S lead. PDS will assist with Planting plan & specs
- C. Practice Green: PDS will lead the design of the practice putting green including plans & specifications. PDS will subcontract with the US Golf Association for their agronomist to address putting green rootzone soil mixes and construction methods.

The stated schedule objective is for this project to be bid in early June 2026 and construction completed by the end of October 2026. Scheduling the seeding and planting dates for grasses will be important for the success of this project. Recommended seeding/planting dates include:

- Seeding Bent Grass for Practice Putting Green: Mid-August to mid/late September. It's noted that the putting green is a separate and specialized construction element on the overall project and located separate from the driving range – so this

- construction/seeding work can be completed on an accelerated separate schedule.
- Fescue if used for the Driving Range:
 - Seeding from mid-August to mid-October
 - Sodding from early September to late October.
- Zoysia if used for the Driving Range: Sodding from mid-June (hard to cut zoysia sod before this) to late August. The grading and drainage work required before sodding most likely eliminates using zoysia in the driving range within the proposed schedule.

2.0 SCOPE OF SERVICES:

To achieve the above stated objectives, PDS will provide the following design services:

A. Schematic Design (20% Design)

PDS will complete the following services during the Schematic Design (SD) phase of the project to establish the general extent of landscape development and obtain concurrence of the design team and client.

1. Visit the site to complete a site inventory and analysis of existing conditions impacting the proposed design solutions and associated landscape development. During the above site visit, review the site survey prepared by Horner & Shifrin.
2. Prepare project base maps with the intent of matching the sheet setup used by Horner & Shifrin for the Driving Range and Stormwater BMP and a separate base sheet for the Practice Putting Green construction.
3. Complete SD drawings that include:
 - a. Driving Range -
 - i. Develop initial conceptual layout and grading plan alternatives for in-progress review with H&S and City to select an option, which will then be used by H&S to finalize and prepare the SD layout and grading plan submittal.
 - ii. Soils, Turfing & Irrigation Overview Plan
 - b. Stormwater BMP – SD Landscape Plan
 - c. Practice Green –
 - i. Develop 2 or 3 concept layout and grading plan alternatives for in-progress review with H&S and City to select option
 - ii. SD level layout, grading and subsurface drainage plan.
4. During the SD phase, PDS will coordinate with
 - a. Project design team
 - b. Our USGA Agronomist (subconsultant) regarding the practice green.
 - c. Native plant/seed suppliers about plant availability, and seed mixes.
5. No cost estimates are included in this phase.
6. SD Phase Meetings include attendance at:
 - a. One (1) kick-off meeting with city representatives and the project team.
 - b. Three (3) virtual meetings with the design team and/or city representatives for coordination during the SD phase.
 - c. One in-person in-progress alternative concept review meeting with City and design team.
 - d. One (1) virtual review meeting of the SD submittal to discuss city and design team comments and document directions to be followed.

B. Design Development (50% Level Design)

PDS will complete the following services during the Design Development (DD) phase of the project that will provide definitive design solutions based on the approved Schematic Design framework and represent approximately 50% of design completion.

1. Plan-in-hand site visit to review proposed DD improvements to existing site conditions.
2. Complete DD documents that include:
 - a. Driving Range Drawings:
 - i. Soils Plan
 - ii. Turfing & Landscape Plan
 - iii. Soils, Turfing & Landscape Details
 - iv. Irrigation Plan
 - v. Irrigation Schedule & Details
 - b. Stormwater BMP – DD Landscape Plan (no details)
 - c. Practice Green Drawings
 - i. Clearing, Topsoil striping, & SWPPP Plan Erosion Control Plan (This sealed drawing will be provided to H&S for inclusion into the overall project SWPPP being prepared and submitted by H&S).
 - ii. Layout Plan
 - iii. Grading Plan
 - iv. Soils & Subsurface Drainage Plan
 - v. Turfing & Landscape Plan
 - vi. Irrigation Plan

* SWPPP BMP aspects of this sealed plan will be suitable for inclusion into the overall project SWPPP being prepared and submitted by H&S.
3. Outline Specifications for the PDS aspects of the Driving Range Restoration, BMP Landscape and Practice Green.
4. During the DD phase, PDS will coordinate with
 - a. Project design team members.
 - b. Our USGA Agronomist (subconsultant) regarding soils mixes for the practice green.
 - c. Native plant/seed suppliers to review plant availability, and seed mixes.
 - d. Irrigation system specialist.
5. Complete a construction cost estimate for the proposed PDS designed improvements.
6. Submit DD documents to H&S in PDF format for inclusion into the overall DD submittal to the city.
7. DD Phase Meetings include attendance at:
 - a. Three (3) virtual meetings with the design team and/or city representatives for coordination during the SD phase.
 - b. One (1) virtual review meeting of the SD submittal to discuss city and design team comments and received directions to be followed.

C. Final Construction Document (100%)

PDS will complete the following services during the Construction Document (CD) phase of the project that will provide completed plans and technical specifications as needed to bid and construct the project.

1. Complete DD documents that include:
 - a. Driving Range Drawings:

- i. Soils Plan
 - ii. Turfing & Landscape Plan
 - iii. Soils, Turfing & Landscape Details
 - iv. Irrigation Plan
 - v. Irrigation Schedule & Details
 - b. Stormwater BMP:
 - i. Landscape Plan
 - ii. Landscape Schedule & Details
 - c. Practice Green Drawings:
 - i. Clearing, Topsoil Striping, & SWPPP Erosion Control Plan (This sealed drawing will be provided to H&S for inclusion into the overall project SWPPP being prepared and submitted by H&S).
 - ii. Layout Plan
 - iii. Grading Plan
 - iv. Soils & Subsurface Drainage Plan
 - v. Turfing & Landscape Plan
 - vi. Soils, Turfing, Subsurface Drainage & Landscape Details
 - vii. Irrigation Plan (details to be included on Driving Range detail sheet)
2. Complete Technical Specifications for the PDS aspects of the Driving Range Restoration, BMP Landscape and Practice Green.
3. During the CD phase, PDS will coordinate with
 - a. Project design team members.
 - b. USGA Agronomist (subconsultant) regarding soils mixes for the practice green.
 - c. Native plant/seed suppliers to review plant availability, and seed mixes.
 - d. Irrigation system specialist.
4. Submit Pre-Final CD documents to H&S in PDF format for inclusion into the overall submittal to the city for final review.
5. Address final comments received on the pre-final submittal (plans, specifications and cost) as needed to finalize the CDs.
6. Submit Final CD documents to H&S in PDF format for inclusion into the overall submittal to the city for bidding and construction.
7. CD Phase/Final Design Meetings:
 - a. Two (2) virtual meetings for coordination during the preparation of the pre-final CDs.
 - b. Two (2) virtual review meetings with project team and city representatives (if needed) to review and coordinate comments and refinements on the Pre-Final & Final CD plans, specifications and cost estimates.

D. Bidding Services

PDS will complete the following tasks as part of the Bidding Phase:

1. Attend the Pre-Bid Conference.
2. Address bid period RFI's and issues responses to H&S.
3. Assist in the review of bids, contractors and particularly subcontractors that will complete the turfing, irrigation and practice green construction.

E. Construction Administration Services

PDS will complete the following services to assist H&S in administering the construction of the LA aspects of the project. PDS services will include the following:

- Attend and participate in the Pre-Construction meeting (1 mtg @ 4 hrs. including preparation).
- Conduct periodic site visits to observe the work in progress at intervals appropriate to the stage of construction for conformance with Construction Documents and complete field reports summarizing on-site observations. (6 visits 4 hrs./visit)
- Attend on-site bi-weekly construction progress meetings. This will include site observation of work in progress (6 meetings @ 4 hrs./meeting/visit)
- Coordinate with the contractor's layout and staking of the practice green and installation of SWPPP BMP's. (2 visits @ 3 hrs.).
- Review construction stakeout of Driving Range cut/fill areas, topsoil stockpile areas and related proposed soil placement limits (3 visits @ 3 hrs/visit).
- Collect on-site soil samples from finish grade of driving range, bag and ship to testing laboratory (6 hrs). Review results and provide soil amendment recommendations to the contractor for the Driving Range. (4 hrs)
- Respond to contractor Requests for Information (RFI's).
- Review and take appropriate action on shop drawings (primarily irrigation), practice green soil mixes, and driving range topsoil amendments (6 submittals @ 4 hrs/submittal).
- Review and respond to change order requests submitted.
- Complete substantial completion site review and Punch List of LA related improvements (Driving Range, BMP Lndscp & Practice Green. (3 @ 4 hrs each)
- Follow-up site review and documentation confirming Punch List items were completed (3 visit @ 2 hrs)

NOTE: The PDS's construction period services scope above, and associated fees are based on the stated construction schedule of 12 weeks. If the project extends beyond this schedule additional services can be provided upon authorization at the monthly rate identified under Additional Services.

F. Optional LA Design Services for Landscape Berm.

PDS will complete the following services if authorized as an optional scope of services item for work on the landscape berm on the south side of the driving range tee.

- Review the condition and document locations of the existing plantings and irrigation heads on the landscape berm.
- Prepare a schematic landscape plan to replace and supplement the existing plantings.
- Prepare a design development level landscape plan to replace and supplement the existing plantings that will include landscape plan, schedule and cost.
- Prepare final design/construction documents for the proposed plantings on the landscape berm, including landscape plan, details, schedule and specifications.
- Note: Review of the landscape plan SD, DD and CD submittals will be completed together and at the same time as the review of other elements of the project.

- Respond to RFI's and answer questions as needed during bidding.
- Periodic site reviews during construction/installation will be coordinated with site visits identified under Item E Construction Administration Services.
- Separate substantial completion site review and Punch List prepared for the landscape berm project work.

G. Scope of Services Assumptions

1. Site survey will be provided to PDS for the driving range and practice green areas and will include locations of existing site features, existing trees and existing irrigation lines where new irrigation will connect to the existing irrigation lines (these will be identified by the owner in the field).
2. All PDS submittal materials will be provided to H&S in PDF format.
3. The project will be bid to construction contractors on a lump sum basis and therefore separate "B" sheets with quantities will not be required.
4. PDS will prepare technical specifications for their aspects of the project. H&S will incorporate these into their overall specifications and front-end documents.
5. Meetings with the design team members, owner's representatives, review agencies, and/or contractors during the design phases that are included with the landscape architecture design services are identified in each phase. Additional meetings, presentations or graphic support materials can be provided after authorization with the fee based on an hourly basis.
6. H&S will provide PDS with a copy of geotechnical investigation reports of the project (including a boring at the new practice green).
7. Any owner-direct changes resulting in additional services will be completed under an Additional Services amendment and any associated review of Change Orders should be included in the additional services proposal.

3.0 EXCLUSIONS:

- A. The following services are not included in this Scope of Services:
 - Driving range SWPPP and/or erosion control services.
 - Stormwater calculations and design.
 - Structural Engineering
 - Environmental studies or associated permits.
 - Color rendered plans or perspectives, unless described above.
 - Public Meetings.
 - Review agency submittal fees (PDS will provide PDF files of the drawings to H&S who will package with other submittal drawings to authorities having jurisdiction.)

4.0 SCHEDULE:

- A. PDS will coordinate with H&S to establish a mutually agreeable schedule for each of the design phases. It's understood that the proposed schedule will generally fall with the following framework:
 - Design will start in January 2026
 - Design to be completed with bidding in June 2026
 - Construction to be completed by the end of October 2026

5.0 COMPENSATION:

A. Horner & Shifrin will compensate PDS for the provision of the professional services described in the Scope of Services above on a Lump Sum basis in the following amounts:

- Schematic Design (20%).....\$ 20,060.00
- Design Development (50%).....\$ 33,535.00
- Construction Documents (100%).....\$ 35,045.00
- Bidding Services.....\$ 3,120.00
- Construction Period Services\$ 22,280.00

- **Total Lump Sum Fee** **\$ 114,040.00**

The above fee represents labor, overhead, and profit.

B. **Reimbursable Cost:** Other direct costs that are attributable to performing the scope of services (including commons items such as printing, plotting and mileage) shall be reimbursed to PDS. For this project the reimbursable cost will also include laboratory testing of the practice green rootzone soil physical characteristics and driving range fertility soil testing. The Reimbursable Cost shall not exceed \$4,500.00 without additional authorization.

C. **Optional LA Design Services for Landscape Berm.** Horner & Shifrin will compensate PDS for the provision of the professional services described in item 2.F. in the Scope of Services above on a Lump Sum basis in the amount of \$5,500.

D. **Additional Services:** Additional Services, if required will be negotiated on an as needed basis for new scope with the fee and compensation generally based on an hourly basis at the following rates:

- Principal / Sr Professional..... \$160.00
- Professional \$ 135.00
- Jr. Professional..... \$ 85.00

Additional PDS Services required based on the construction schedule being extended will be compensated to PDS at a monthly rate of \$2,100.00 per month.

If needed onsite consultation from the USGA Agronomist can be provided at a cost of \$3,000 per day.

E. Payment shall be made monthly upon submission of a proper invoice in an amount equal to the staff hours spent on the project in the preceding month multiplied by the appropriate hourly rate. All invoices shall be due and payable within thirty (30) calendar days.

6.0 TERMS AND CONDITIONS

A. See Attachment "A"

7.0 ACCEPTANCE

The following authorized representatives of the Horner & Shifrin and Planning Design Studio hereby execute this Professional Services Agreement and accept the terms and conditions herein.

Planning Design Studio LLC

Horner & Shifrin, Inc.



Signature

Signature

L. Andrew Franke, PLA, ASLA

Typed Name

Typed Name

Principal

Title

Title

January 7, 2026

Date

Date

1. INTERPRETATION

This AGREEMENT, consisting of these standard terms and conditions and the terms/instructions typed on the face of this AGREEMENT together with the Exhibits attached hereto, and all documents, drawings, specifications and instructions specifically referred to herein and made a part hereof shall constitute the entire AGREEMENT between the parties, and no other proposals, conversations, bids, memoranda, or other matter shall vary, alter or interpret the terms hereof.

Failure of either party to exercise any option, right or privilege under this AGREEMENT or to demand compliance as to any obligation or covenant of the other party shall not constitute a waiver of any such right, privilege or option, or the performance thereof, unless waiver is expressly required in such event or is evidenced by a properly executed instrument.

2. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision with this AGREEMENT is held illegal or in conflict with any law having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the AGREEMENT did not contain the particular part, term, or provisions held to be invalid, unless the effect thereof would materially change the economic burden of or benefit to either party.

3. GOVERNING LAW

This AGREEMENT and the Attachments hereto shall be governed by and construed in accordance with the laws governing the location where the work is performed.

4. INDEPENDENT CONTRACTOR

In the performance of the services under this AGREEMENT, PLANNING DESIGN STUDIO (PDS) shall be an independent contractor, maintaining complete control of PDS's personnel and operations. As such, PDS shall pay all salaries, wages, expenses, social security taxes, unemployment taxes and any similar taxes relating to the performance of this AGREEMENT. PDS, its employees and agents shall in no way be regarded nor shall they act as agents or employees of the PRIME CONSULTANT/PRIME CONSULTANT.

5. CHANGES

The PRIME CONSULTANT, through its authorized representative, without invalidating this AGREEMENT, may order changes within the general scope of the services required by this AGREEMENT by altering, adding to and/or deducting from the services to be performed. If any changes under this clause cause an increase or decrease in PDS's cost of, or the time required for, the performance of any part of the work under this AGREEMENT, an equitable adjustment shall be made by mutual AGREEMENT and the AGREEMENT modified in writing accordingly. All such changes in the Services shall be in writing and shall be performed subject to the provisions of this AGREEMENT.

6. STOP WORK ORDER

PRIME CONSULTANT may at any time, by written notice to PDS, require PDS to stop all or any part of the work called for by this order for a period of up to ninety (90) days after the notice is delivered to PDS ("Stop Work Order"). Upon receipt of the Stop Work Order, PDS shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to PDS, or within any extension of that period to which the parties have agreed, PRIME CONSULTANT shall either cancel the Stop Work Order, or terminate the work covered by this order as provided in the "Termination" paragraphs of this AGREEMENT. PDS shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment shall be made in the delivery schedule or prices hereunder, or both, and this AGREEMENT shall be modified in writing accordingly. If the Stop Work order results in an increase in the time required for the performance of this order or in PDS's costs properly allocable thereto, PDS may stop work, at its sole option, if PRIME CONSULTANT fails to make payment of PDS invoices within 30 days of receipt as required by Article 17 below.

7. TERMINATION.

A. The PRIME CONSULTANT may terminate this AGREEMENT in the whole or in part at any time by written notice to PDS. Such termination shall be effective in the manner specified in the said notice, shall be without prejudice to any claims which the PRIME CONSULTANT may have against PDS and shall be subject to the other provisions of this AGREEMENT. On receipt of such notice PDS shall, except as and to the extent directed, immediately discontinue the services and the placing of subcontractor orders for materials, facilities and supplies in connection with the performance of the services, and shall, if requested, make every reasonable effort to procure termination of existing subcontracts upon terms satisfactory to the PRIME CONSULTANT. Thereafter, PDS shall do only such work as may be necessary to preserve and protect the services already in progress and to dispose of any property as requested by the PRIME CONSULTANT.

B. A complete settlement of all claims of PDS upon termination of the AGREEMENT, as provided in the preceding paragraph, shall be made as follows: (A) the PRIME CONSULTANT shall assume and become liable for all obligations and commitments that PDS may have in good faith undertaken or incurred in connection with the services which have not been included in prior payments; (B) the PRIME CONSULTANT shall compensate PDS for the reasonable cost of terminating existing subcontracts and preserving, protecting or disposing of the PRIME CONSULTANT's property and performing any other necessary services after the notice of termination has been received; and (C) the PRIME CONSULTANT shall pay PDS for all Services performed, prior to the date of termination, in accordance with this AGREEMENT. Prior to final settlement, PDS shall deliver to the PRIME CONSULTANT all Documents and all other required information and data prepared by PDS under this AGREEMENT and execute and deliver all documents, and take such other steps as are necessary, to vest fully in the PRIME CONSULTANT the rights and benefits of PDS arising from subcontracts issued in connection with this AGREEMENT, unless otherwise requested by the PRIME CONSULTANT in writing.

8. STANDARD OF CARE

PDS and its employees, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. PRIME CONSULTANT agrees that services provided by PDS will be rendered without any expressed or implied warranty and that this agreement does not create or imply a fiduciary relationship between PDS and the PRIME CONSULTANT. PDS shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this AGREEMENT.

9. INDEMNITY

PDS shall indemnify and hold the PRIME CONSULTANT harmless from and against claims, liabilities, suits, loss, cost, expense and damages arising from any negligent act or omission of PDS in the performance of work and service pursuant to this AGREEMENT. PDS's liability for all of the aforesaid matters shall not exceed the total compensation received by PDS under this agreement.

To the fullest extent permitted by law, PRIME CONSULTANT shall defend, indemnify and hold harmless PDS and its subcontractors from and against claims, liabilities, suits, loss, cost, expense and damages arising from any negligent act or omission of PRIME CONSULTANT (and/or its subcontractors) in the performance of PRIME CONSULTANT'S work and service pursuant to this AGREEMENT. 

10. FORCE MAJEURE

The respective duties and obligations of the parties hereunder (except the PRIME CONSULTANT's obligation to pay PDS such sums as may become due from time to time for services rendered by it) shall be suspended while and so long as performance thereto is prevented or impeded by strikes, disturbances, riots, fire severe weather, government action, war acts, pandemics, acts of God, acts of the PRIME CONSULTANT, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the part from whom the affected performance was due.

11. ASSIGNMENTS

All obligations and covenants herein contained shall be intended to be binding upon the successors and assigns of PDS and the PRIME CONSULTANT. PDS shall not assign this AGREEMENT without the prior written consent of the PRIME CONSULTANT, which consent shall not be unreasonably withheld.

12. CONSEQUENTIAL DAMAGES

Neither the PRIME CONSULTANT nor PDS shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the project or this agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

13. INSURANCE

PDS shall maintain the following insurance and at the PRIME CONSULTANT's request, PDS shall deliver to PRIME CONSULTANT certificates of insurance coverage.

A. Workers' Compensation and Employer's Liability insurance:

- Workers' Compensation in compliance with the applicable laws.
- Employer's Liability. Limit \$1,000,000

B. Comprehensive General Liability Insurance including Blanket Contractual, Broad Form Property Damage, Complicated Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury.

C. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence.

D. Architects & Engineers Professional Liability Insurance affording, professional liability, if any, to a combined single limit of \$3,000,000 each occurrence/claim, subject to \$3,000,000 annual aggregate.

14. ACCEPTANCE BY PRIME CONSULTANT

The WORK shall be deemed accepted by PRIME CONSULTANT unless, within fifteen (15) days after receipt of PDS's written notification of final completion, PRIME CONSULTANT will have given PDS written notice specifying in detail wherein the WORK is deficient, whereupon PDS will promptly proceed to make necessary corrections and, upon completion, the Work shall be deemed accepted by PRIME CONSULTANT.

15. PRIME CONSULTANT FURNISHED DATA, DRAWINGS AND SPECIFICATIONS

PDS shall have no liability for defects in the work attributable to PDS's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by PRIME CONSULTANT and PRIME CONSULTANT agrees to indemnify and hold PDS harmless from any and all claims and judgments, and all losses, costs and expenses arising there from. PDS shall disclose to PRIME CONSULTANT prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by PRIME CONSULTANT to PDS that PDS may reasonably discover in its review and inspection thereof.

16. OWNERSHIP & REUSE OF DOCUMENTS

All documents including plans, reports, drawings and specifications prepared by PDS pursuant to this AGREEMENT are instruments of its services in respect of the PROJECT, and become the property of the PRIME CONSULTANT upon meeting the AGREEMENT terms. The documents are not intended or represented to be suitable for reuse by PRIME CONSULTANT or others on extension of the PROJECT or on any other project. Any reuse without specific written verification or adaptation by PDS will be at PRIME CONSULTANT's sole risk and without liability or legal exposure to PDS, and PRIME CONSULTANT shall indemnify and hold harmless PDS from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle PDS to further compensation at rates to be agreed upon by PRIME CONSULTANT and PDS.

17. INVOICING & PAYMENTS. See below.

~~Invoices are due and payable within 30 days after receipt. Interest at the rate of 1½% per month is due on all payments not paid on or before the 45th day after the invoice date. Interest shall be computed from the date of the invoice. In the event legal proceedings are necessary to collect payments not paid when due, PRIME CONSULTANT shall pay, in addition to such payments, PDS's reasonable attorney's fees and legal costs associated therewith.~~

In addition, PDS may, after giving seven days written notice to PRIME CONSULTANT, suspend services under this AGREEMENT until PDS has been paid in full all amounts due for services, expenses and charges. The contract value shall be increased accordingly by the amount of PDS's reasonable costs of shut down, delay and start up, which shall be effected by Change Order in accordance with Article 5, above.

If PRIME CONSULTANT disputes any portions of a request for payment, PRIME CONSULTANT shall pay the undisputed portion of such request as provided herein and shall promptly notify PDS of the amount in dispute and the reason therefore. Any portion of the disputed amount, which is ultimately agreed upon by PRIME CONSULTANT and PDS, to be owed to PDS, shall accrue interest at the rate and commencing upon the date stipulated in this Article.

Unless otherwise specified on the face page of this AGREEMENT, invoices will not require support documentation.

18. EQUAL EMPLOYMENT OPPORTUNITY

The Non-Discrimination clause contained in Section 202, Executive Order 11246, as amended, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulations prescribed by the Secretary of Labor (41 CFR, Chapter 60, 41 CFR 60-250 and 41 CFR 60-741 are incorporated herein.

19. ORDER OF PRECEDENCE

Any inconsistency or conflict between the standard terms and conditions set forth therein and those typed on the face of this AGREEMENT or any attachment thereof shall be resolved by giving precedence in the following order: First, typed instructions and/or conditions on the face of this AGREEMENT; Second, the Standard Terms and Conditions; and Third, the attachment(s) (if any) attached hereto.

20. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings, the PRIME CONSULTANT and PDS agree to submit all claims and disputes arising out of this AGREEMENT to non-binding mediation. Mediation shall be conducted under the auspices of mediation upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT. This provision shall survive completion or termination of this AGREEMENT; however, neither party shall seek mediation of any claim or dispute arising out of this AGREEMENT beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

21. HAZARDOUS MATERIAL

The scope of PDS's services for this agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

22. ENTIRE AGREEMENT

~~This Subcontract, together with all documents, specifications, and drawings incorporated herein by reference, constitutes the entire agreement between PDS and PRIME CONSULTANT, and there are no terms, conditions, or provisions, either oral or written, between the parties other than those herein contained, and this Subcontract supersedes any and all oral or written representations, inducements, or understandings of any kind or nature between the parties relating to the Services.~~

17. PDS shall provide invoice to PRIME CONSULTANT on or before the 5th business day of the month to be included in the invoice to the client for that month. Once payment is received from OWNER, payment will be issued to PDS, typically within 7 days.

22. ALL SUBCONSULTANTS ARE HELD TO THE SAME TERMS IN THE PRIME CONTRACT AS PRIME CONSULTANT. ANY DISCREPANCY BETWEEN THESE TERMS AND PRIME CONTRACT, PRIME CONTRACT (ATTACHED) SHALL PREVAIL.



January 8, 2026

Matt Steuber, PE
Horner & Shifrin
401 S. 18th Street, Suite 400
Saint Louis, MO 63103
mgsteuber@hornershifrin.com

RE: PROPOSAL FOR GEOTECHNICAL SERVICES - REVISION 1
RUTH PARK GOLF COURSE
UNIVERSITY CITY, MISSOURI

Dear Mr. Steuber:

Shannon & Wilson is pleased to submit this revised geotechnical services proposal for the Driving Range and Practice Putting Green located in the Ruth Park Golf Course in University City, Missouri, in response to your email request on December 30, 2025. We understand a retaining wall is no longer planned at the Putting Green and associated effort pertaining to retaining walls have been removed from this revised proposal. However, the exploration planned at this location remains in the scope of work to evaluate the thickness, density, and other characteristics of the fill placed near this location.

The purpose of our services for the project will be to provide geotechnical design and construction recommendations. Our services will include an exploration of the subsurface conditions at the site, laboratory testing of recovered soil samples, engineering analysis of the subsurface conditions as they relate to the proposed construction, and preparation of a Geotechnical Report for the project. Our understanding of the project, scope of services, and associated fees are discussed in greater detail below.

PROJECT AND SITE DESCRIPTION

The project is located at 8211 Groby Rd., in University City, Missouri. Our understanding of the project and site development is based on your email correspondence on November 21, 2025 and our site visit conducted on November 26, 2025. We understand that the driving range is a large hill that slopes down to the north about 50 vertical feet. Over time, surface water runoff flowed down through the driving range and has caused severe erosion. University City has attempted to solve the erosion issue several times over the years. It's been reported that up to 15 to 20 feet of fill was placed in some areas of the driving range. The erosion has resulted in sedimentation of a pond at the base of the hill and end of the driving range. Fill was also placed for forward tees at Tee Box 1,

and for a practice putting green between the parking lot and Tee Box 1. It is unknown how much material was placed in these areas. We understand through our correspondence with Ken at the golf course that the fill was placed in 2024 and came from a nearby Target development.

The City would like to find a solution to the erosion issues at the driving range and finalize and extend the practice putting green area. Additional fill/grading are anticipated for the practice putting green.

SCOPE OF WORK

Subsurface Exploration

In accordance with your requested number of borings and depths, the subsurface exploration program will consist of a total of five borings within the areas shown in Exhibit 1 below. The boring locations within the driving range will generally be positioned in areas of the deepest fill. We will consider the topographic data you provided in the "Repair and Rehabilitation, Ruth Park Driving Range, Site Plan"

prepared by Cochran (Project No. SC21-1303) dated July 2022, which documents the Driving Range topography prior to the placement of fill in 2024, in selection of boring locations within that area. The boring within the Practice Putting Green will be positioned near the crest of the proposed slope. We will locate the borings by pacing and taping from existing site features such as building corners or project survey stakes or using provided GPS coordinates. The actual boring locations will be adjusted as necessary

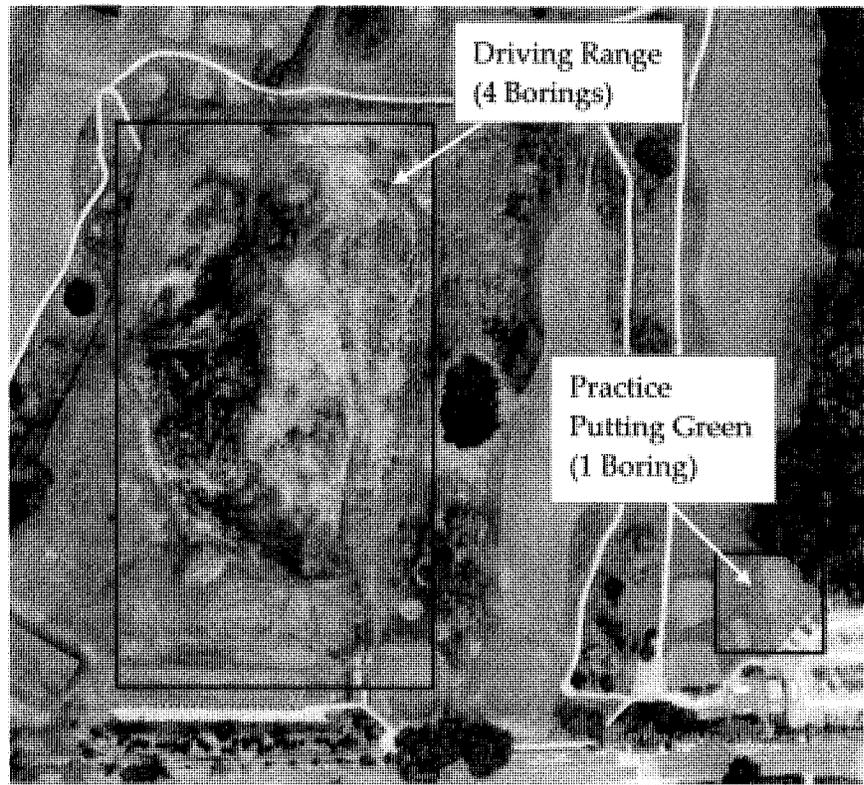


Exhibit 1: Proposed Boring Locations

due to site access and to avoid site obstructions such as structures, trees or underground or

overhead utilities identified before drilling begins. Boring elevations will be measured relative to existing site features such as the finish floor elevation of an adjacent structure, parking lot, or to a site benchmark if one has been established or estimated from provided project drawings. Horizontal coordinates will be obtained by using a hand-held GPS with sub-meter accuracy. We expect that the actual boring locations and elevations will be surveyed by the project surveyor and made available for our engineering analysis.

As requested, borings will be drilled from existing grade to proposed depth listed below in Table 1 or to auger refusal, whichever occurs first. If soft soil, buried organics, or trash is encountered after reaching the proposed boring depths, the borings will be extended into the underlying natural soil. Rock coring is not anticipated or included in this proposal.

Sampling in the boring will consist of Standard Penetration Tests (SPTs) at 2.5-foot centers to about 5 feet into natural soil at the driving range and 10 to 15 feet into natural soil at the planned retaining wall. For estimating purposes, we assumed an average depth of 20 feet for each boring. Relatively undisturbed samples of cohesive materials will also be obtained by hydraulically pressing 3.0-inch O.D. Shelby tubes at locations and depths selected in the field by our geologist or engineer. The unconfined compressive strength of cohesive samples will be measured in the field using a pocket penetrometer.

Table 1: Proposed Exploration Program

Number and Type	Location	Depth ^{1,3}	Sampling Protocol ²
4 Borings	Driving Range	20 feet, typ.	SPTs at 2.5-foot centers to 20 feet
1 Boring	Practice Putting Green	20 feet, typ.	SPTs at 2.5-foot centers to 20 feet

NOTES:

- 1 Depth below existing grade.
- 2 Shelby tube sample depths will be determined in the field.
- 3 Actual boring depth may vary depending on subsurface conditions encountered.

We will engage a drilling subcontractor with local experience to complete the borings. Drilling will be accomplished using a rotary drill mounted on a rough-terrain or track mounted rig. Drilling and sampling will be performed in general conformance to current American Society for Testing and Materials (ASTM) standards. As required by law, our drilling subcontractor will make the utility locate request from the Missouri one-call system for clearance of underground utilities. We have included time for the site reconnaissance to layout the borings for the utility locate prior to mobilization of our drilling subcontractor.

Groundwater measurements will be performed during drilling. As site conditions permit, borings will be left open allowing time for a subsequent groundwater measurement prior to backfilling with auger cuttings at the end of the working day. Excess cuttings will be mounded over borings to accommodate future backfill settlement that may occur.

An experienced Shannon & Wilson geologist or engineer will provide full-time quality control during the subsurface exploration. Our field representative will also reconnoiter the site; locate explorations based on site features; select sample location and frequency; inspect recovered samples; preserve portions of collected samples for laboratory testing; and prepare descriptive logs of the observed conditions.

We emphasize the importance of providing a full-time geologist or engineer during exploration. Variable subsurface conditions that warrant modification to the planned exploration program are frequently encountered. These conditions cannot be identified and addressed during exploration without the full-time observation of a qualified geologist or engineer.

Laboratory Testing

Laboratory testing will include visual inspection of the recovered samples by the project geotechnical engineer. Moisture content determinations will be performed on recovered cohesive soil samples. Selected samples will be visually classified by the laboratory staff and tested for liquid and plastic limit, grain size determinations, and unconfined compression or triaxial shear as appropriate. Testing will be performed under the supervision of a geotechnical engineer and in general conformance to current ASTM or other published standards.

Our anticipated laboratory testing program for the proposed scope is listed below in Table 2. Other testing, such as one-dimensional consolidation, shrink-swell potential, resistivity, and pH measurements, may be accomplished or recommended depending upon observed subsurface conditions.

Table 2: Anticipated Laboratory Testing¹

Test	Number	Typical Purpose
Moisture Content (Index test)	40	Classification - strength, swell and settlement potential correlation
Liquid and Plastic Limits (Index test)	2	Classification - strength, swell and settlement potential correlation
Grain Size – Full Gradation	2	Particle size – friction angle and permeability correlations
Consolidated Undrained Triaxial Compression (CU)	2	Drained, silt and clay strength (global stability), density
Density	4	Density
Standard Proctor	1	Moisture/density relationship of existing fill

NOTES:

1 Soil samples will be stored a minimum of 45 days after submittal of the Geotechnical Report.

Engineering Analysis, Design Recommendations, and Report

Data generated during the subsurface exploration and laboratory testing will be analyzed by a geotechnical engineer to develop geotechnical design and construction recommendations based upon our understanding of the proposed project. Our conclusions and recommendations along with a summary of our observations including exploration logs, laboratory test results and associated figures will be assembled into a formal report.

The Geotechnical Report along with associated calculations and analysis will be reviewed for technical soundness by a senior level, registered professional engineer specializing in geotechnical engineering and by an Associate or higher member of the firm for quality control. The completed report will be signed and sealed by a professional engineer registered in Missouri. The Geotechnical Report will address the items listed below in Table 3. We may also discuss other geotechnical design or construction concerns that we identify during our work.

Table 3: Geotechnical Report Items

Item
A description of the proposed project and site.
Exploration logs profiling soil type, test results and other subsurface observations.
Laboratory test results not reported on exploration logs.
A summary of soil, rock and groundwater conditions observed in the explorations.
Recommendations to reduce erosion of surficial soils including the calculated critical shear stress of the near surface soils in the driving range.
Global stability analysis of slope at the putting green.
Suitability of on-site soils for use as fill and backfill for embankments and structures.
Recommendations for soil compaction and handling including compaction requirements for embankments and structures.
A discussion of temporary excavation and protection requirements such as sheeting, shoring, slopes, and underpinning.
General recommendations for construction of permanent cut and fill slopes (global stability analysis of slopes is not included unless noted elsewhere).
Potential frost penetration depth and mitigation.
Potential for rock excavation in excavations within the exploration limits.

MEETINGS AND CONSULTATION

We have included time for a meeting to discuss potential erosion control measures and retaining wall options during the design of the project. We have assumed 1 meeting with a total of 2 hours. We expect that the meetings will be held virtually.

CONSTRUCTION MONITORING SERVICES

Construction monitoring services are not included in this proposal although we are available to provide these services pertaining to geotechnical aspects of the project. This typically includes the observation and testing of earthwork; foundation excavation and installation; retaining wall construction; and engineering consultation to resolve geotechnical construction issues.

SCHEDULE

In general, we are prepared to begin fieldwork within about 2 weeks after notice to proceed, weather and site conditions permitting and dependent upon the schedule of our drilling subcontractor. The subsurface exploration is anticipated to take 1 day.

Our Geotechnical Report will be submitted within about 2 to 3 weeks after completion of the subsurface exploration. Upon request, we will provide preliminary design information as it

becomes available during our analysis. The schedule and dates can be better defined once notice to proceed has been provided.

ASSUMPTIONS

We have prepared this scope of work, schedule, and cost estimate based on the assumptions listed below in Table 4. If any of these assumptions are in error or change, then changes to our scope, schedule and/or fee may be required.

Table 4: Assumptions

Assumption
We anticipate that the boring locations are accessible with an ATV or track-mounted drill rig based on our site visit.
You will procure authorization to access the site.
You will provide existing topographic and proposed grading plans to support development of the exploration program.
We assume that you will provide GPS coordinates, provide general staking, or provide drawings which will facilitate boring layout and provide an elevation reference for explorations.
We will locate the borings by using GPS coordinates based on the requested boring locations in the RFP. We request that you provide an established site benchmark elevation such as a manhole or project drawings to obtain boring elevations.
This proposal does not include the identification of privately-owned site utilities such as electrical feeds to streetlights, irrigation lines, water and sewer service lines, etc. that may be present within the area of the borings. We suggest that you verify the existing site drawings to confirm if there are any privately-owned site utilities.
Environmental contamination will not be encountered in any boring. You would be notified immediately of any boring that encounters apparent contamination and all drilling will stop pending further instruction. Costs associated with additional field labor, storage and handling of suspect auger cuttings, and disposal costs, if requested, are not included in this proposal.

CONTRACT AGREEMENT

We will provide the services as described in this proposal on a unit price basis as shown below in Table 5. Our approach, scope of work, schedule, and price contained in this proposal will be provided in accordance with the terms and conditions contained within the Master Task Order Agreement for Geotechnical Services between Shannon & Wilson and Horner & Shifrin dated April 29, 2021.

Table 5: Fee

Unit	Rate
Project Management	\$650.00
Subsurface Investigation	\$6,300.00
Laboratory Testing	\$3,150.00
Geotechnical Analysis & Report	\$5,150.00
Total	\$15,250.00

We have attached to this proposal a document titled, "Important Information About Your Geotechnical/Environmental Proposal." Please read it carefully so that you understand what our services can and cannot do for you.

OUR SERVICE PROMISE TO YOU

Shannon & Wilson is dedicated to helping your project succeed and to making your experience with us a positive one. Our hope is that, if you enjoy working with us on this project, you will use our services on your next project! To that end, we want you to be completely satisfied with our performance, our personnel, and our project documentation.

We encourage you to discuss any discrepancies between our service and your expectations with me. If you feel that we are not delivering on our promise of quality service, we encourage you to take your concerns straight to our Saint Louis Office Manager, Pat Kinsella. Pat's direct number is (314) 564-8113. Your project is important to us and we want to deliver our services to your full satisfaction.

CLOSURE

If you have questions regarding this proposal or desire to modify the scope of work, please contact me at 314-502-6353 or dale.miller@shanwil.com. If this proposal meets with your approval, please sign in the space provided below and return one signed copy of this letter, which will serve as your authorization to proceed with the stated work.

Please note that we are available to discuss other services offered by our Saint Louis office including environmental engineering and construction monitoring services for further support of this project. We appreciate your consideration of Shannon & Wilson for your project and your continued confidence in our firm.

Sincerely,

SHANNON & WILSON



Dale P. Miller, P.E.
Senior Geotechnical Engineer



Patrick M. Kinsella, P.E.
Senior Associate

DPM:PMK/tad

Enc. Important Information About Your Geotechnical/Environmental Proposal

I accept the above proposal and authorize the stated work to proceed.

Signature

Date

Name (Printed or Typed)

Organization

Title

E-mail Address

Direct Correspondence to

Please Direct Billings to

Attention

Attention

Organization

Organization

Address

Address

City, State, & Zip

City, State, & Zip

E-mail Address

Billing Reference
(Project Name, PO, or other identification)

Important Information

About Your Geotechnical/Environmental Proposal

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

HAVE REALISTIC EXPECTATIONS.

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design that should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

READ GENERAL CONDITIONS CAREFULLY.

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant

to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

OBTAIN CONSTRUCTION MONITORING SERVICES.

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, conduct additional tests if required, and when necessary, recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

The preceding paragraphs are based on information provided by the ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland



A D/WBE, WOSB Certified
Civil Engineering Firm

December 10, 2025

Matt Stueber, PE
Horner & Shiffrin, Inc.
401 S. 18th St. Suite #400
St. Louis, MO. 63103

University City, MO – Ruth Park Golf Course CCTV- Drain Inspection Project

Dear Mr. Stueber,

I have attached our professional services contract proposal for the University City, MO. Ruth Park Golf Course storm sewer CCTV and drain inspection project. Professional services to be provided by TREKK includes an estimated 2,000 linear feet of CCTV inspection, 12” -24” storm sewer perforated pipe and inspection of eleven (13) storm sewers Structures. The study area is bounded by Olive Blvd. to the north, Old Bonhomme Rd to the south, 81st St. to the east and N. McKnight Rd to the west in University City, MO. TREKK, will document each defect observation during the storm sewer inspections using the National Association of Sanitary Sewer Companies (NASSCO) observation standard.

On behalf of TREKK, I appreciate the opportunity to work with you on this project. Should you require additional information, please do not hesitate to contact me at (314) 459-7314.

Sincerely,

A handwritten signature in black ink that reads "Dan Hanner". The signature is written in a cursive, flowing style.

Dan Hanner
CCTV Market Lead
TREKK Design Group, LLC

Please find our contract proposal below for the above-mentioned project. Hereinafter, TREKK Design Group, LLC will be defined as the Consultant, and Horner & Shiffrin will be defined as the Client.

Scope of Services provided by Consultant

Article 1 **Scope of Services**

The purpose of these tasks is to complete CCTV condition inspection of the storm sewers. TREKK will CCTV the storm sewers with the drain basin with grate access and the double area inlet to the north of the driving range .

- Task#1- 12” – 24” CCTV Inspection – Drain Basin
 - a. Complete condition assessment, recording all observations but not limited to.
 - i. Invert Depth
 - ii. Shape
 - iii. Size
 - iv. Material
 - v. Conditions Observations
 - vi. Observation Distance
 - vii. Connections
 - viii. Clock Positions
 - ix. Tee Connections
 - x. Joint Conditions
 - xi. Inspection Direction

- Task#2- GoPro Inspections – 8” – 12” Inlet Drains
 - a. Complete condition assessment, recording all observations but not limited to.
 - i. Invert Depth
 - ii. Shape
 - iii. Size
 - iv. Material
 - v. Conditions Observations
 - vi. Connection Depths
 - vii. Clock Positions

- Task#3- Data Processing
 - i. CCTV- Database
 - ii. Photos
 - iii. Videos
 - iv. Reports
 - v. Task Area Map
 - vi. Structure Inspection - Reports

Article 2
Additional Services

All additional work required by the client will be billed on an hourly basis according to the rate schedule attached, or at a negotiated lump sum fee. Extra work would include, but not be limited to:

- Changes in Scope of Services.
- Additional locations beyond what is identified in the Scope.
- Additional time and materials beyond contract fee amount. A billing rate schedule is attached.
- Any additional permitting or easements.
- Any additional time over the estimated hours.
- Mobilization fees associated with additional hours

Article 3
Scope of Services Assumptions

1. TREKK assumes that the CCTV will take two days.
2. TREKK assumes that the Client will coordinate access to the Golf course for the inspections.
3. TREKK will only complete the CCTV inspection if the pipe condition is deemed to be free of damaged and or debris.
4. It is assumed there are no hazardous materials present in the project area.
5. The forecast must be free of precipitation three days before the scheduled CCTV inspection.
6. The ground conditions must be free of snow coverage.
7. TREKK will perform the CCTV inspections of the storm sewer with a two-person field crew.
8. TREKK will assign structure ID numbers to each Drain Basins, Iline Drains and Inlets.

9. Unmapped structures that are found during the survey will be given an ID number using the downstream structure ID and a two-digit number with a decimal point, i.e., .01.
10. If debris, or defects in the sewer, will not allow the camera tractor to pass, the survey will be abandoned and a reversal survey will be attempted if there is another access point. The CLIENT will be notified of required cleaning or repair.
11. TREKK will not attempt CCTV inspections at the Inline Drain access points. The 90-degree connections will not allow the camera to pass through.
12. TREKK will code observations, but not limited to are materials, diameters, shapes, joints condition, general conditions, connections, clock positions, distance, inspection direction.
13. There are inherent risks when completing internal pipe inspections. TREKK will use standard practices to protect our equipment from damage or loss. If structural degradation or blockages create conditions that may cause the camera equipment to become lodged the field, location of the portions of the pipe that are inaccessible will not be completed. TREKK will provide photo documentation of the condition resulting in an incomplete line segment inspection. Field observations of potential interferences will be documented and communicated to the CLIENT.
14. Any repairs or extractions that are required due to existing structural defects or failures will not be done at the cost of TREKK Design Group, LLC. The cost of this will fall upon the Owner/Customer.
15. TREKK assumes that there are 13 structure inspections. (11) Inline drains, (1) Inlet and (1) Double area Inlet.
16. TREKK assumes that the structure inspections will be completed in one (1) day.
17. The fee associated with this proposal is for the estimated footage given or provided. Any additional work that the Owner/Customer would like to have completed, will have to be negotiated by addendum.
18. TREKK will notify the CLIENT the day of the storm sewer inspection is complete.

Article 4
Contract Fee and Billing

The Client shall compensate Consultant for Scope of Services described above and in accordance with Terms and Conditions of this Agreement.

The FIELD SERVICES fee table is below. Compensation shall be based on an hourly basis, of Fifteen Thousand Two Hundred Two dollars and Zero cents (\$15,202.00).

Horner & Shiffrin Ruth Park -U City - Jan. 2026			
	UNITS	UNIT COST EST.	FEE (EST)
Management			
Project Management	6	\$226.00	\$1,356.00
Field Management	2	\$136.00	\$272.00
Site Visit	8	\$228.00	\$1,824.00
Map Setup	6	\$120.00	\$720.00
Task#1 12" - 24 " CCTV Inspection- Drain Basins			
Mobilization	4	\$450.00	\$1,800.00
CCTV Only- PACP Coding	12	\$450.00	\$5,400.00
Task#2 GoPro Inspections - 8" -12" Inline Drains			
Mobilization	2	\$230.00	\$460.00
Inline Drain Inspection	8	\$230.00	\$1,840.00
Task#3-Data Processing			
QA/QC	2	\$165.00	\$330.00
Deliverable	10	\$120.00	\$1,200.00
Total			\$15,202.00

All work shall be performed according to **our Standard Terms and Conditions of Contract**, incorporated into this contract by reference herein and attached as Exhibit A.

Article 5
Schedule

The project Schedule is as follows:

Task 1: Field Services

Field work completed within one weeks of Notice to Proceed.

Task 2: Data Deliverable

Data shall be delivered 1 week after completion of field work. The Consultant will deliver CCTV videos, photos, pipe reports, observation descriptions in an Excel spreadsheet.

If this Contract Proposal is acceptable and outlines our complete agreement, please signify your acceptance by signing in the space provided and return one copy to our office. Electronic copy is acceptable. This Document will then constitute our complete Agreement.

TREKK DESIGN GROUP, LLC

HORNER & SHIFFRIN, INC.

Kimberly Robinett
Managing Partner

Date

Matt Stueber, P.E.

Date

