

Introduced by: City Manager Nathan Mai-Lombardo

AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MOCKINGBIRD TREE CARE ACCORDING TO BID #934 FOR TREE REMOVAL SERVICES (THE CITY COUNCIL HEREBY FIND AND DECLARE THAT AN EMERGENCY EXISTS WHICH REQUIRES THE IMMEDIATE PASSAGE OF THIS ORDINANCE FOR THE PRESERVATION OF THE WELFARE OF THE CITIZENS OF THE CITY OF BERKELEY.)

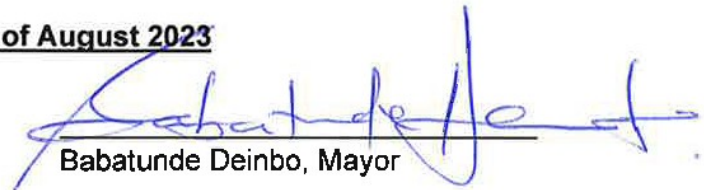
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

- Section 1.** The City Council of the City of Berkeley hereby authorizes the City Manager to execute an agreement for tree removal services according to BID #934 with Mockingbird Tree Care.
- Section 2.** The attached agreement is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after the date of its passage.
- Section 4.** The City Council hereby find and declare that an emergency exists which requires the immediate passage of this ordinance for the preservation of the welfare of the citizens of the City of Berkeley.

1st Reading this 21st day of August 2023

2nd Reading this 21st day of August 2023

3rd Reading, PASSED and APPROVED, this 21st day of August 2023




Babatunde Deinbo, Mayor

ATTEST:



Deanna L. Jones, City Clerk



Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Verges	Aye <u>X</u> Nay ___ Absent ___ Abstain ___
Councilwoman Williams	Aye <u>X</u> Nay ___ Absent ___ Abstain ___
Councilman Hoskins	Aye ___ Nay <u>X</u> Absent ___ Abstain ___
Councilwoman Anthony	Aye <u>X</u> Nay ___ Absent ___ Abstain ___
Councilman Hindeleh	Aye <u>X</u> Nay ___ Absent ___ Abstain ___
Councilwoman-at-Large Crawford-Graham	Aye <u>X</u> Nay ___ Absent ___ Abstain ___
Mayor Deinbo	Aye <u>X</u> Nay ___ Absent ___ Abstain ___



August 9th, 2023

Dear City of Berkeley,

Please find attached Mockingbird Tree Care's bid submission for "Bid #934 Tree Removal" for the City of Berkeley that is due by Friday, August 11th, at 9:30am. Mockingbird Tree is a team with ISA Certified Arborists and experienced crews with decades of experience handling both commercial and residential projects, as well as major storm events. We are a licensed contractor, fully insured and we take safety very seriously. Our team has worked with FEMA on dozens of events like Hurricane Katrina, through NWA 2008, Paris, AR Housing Authority, ice events in Oklahoma and Kansas City in 2019-2020, Kentucky tornados 2021 to present, just to name a few.

We look forward to the opportunity to work with you!

Sincerely,

A handwritten signature in black ink that reads "Peter Day". The signature is written in a cursive style with a long, sweeping underline.

Owner

TOTAL BID PRICE FORM

BID NO. 934 – TREE REMOVAL CITY OF BERKELEY, MISSOURI

Date: August 8th, 2023

Deanna Jones, City Clerk
City of Berkeley Missouri
8425 Airport Road
Berkeley, Missouri 63134

To Whom It May Concern:

1. The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions of the project affecting the cost of work, and with the Contract documents, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility, transportation services (including all incidentals) required to perform the street repair in connection with the work within the City of Berkeley.
2. In submitting this bid, the bidder understands that the right is reserved by the City to reject any and all bids. Basis of award will be the total base bid of the lowest, responsible & the best qualified bidder. If written notice of acceptance of this bid is mailed or delivered to the undersigned within hundred & eighty (180) days after the opening thereof, or any time thereafter before the bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bonds & insurance certificate within ten (10) days after the Agreement is presented to him for signature.
3. Security in the sum of 10% of Bid Price Dollars
(\$ 10% of bid price) in the form of surety bond is submitted herewith in accordance with the INVITATION FOR BID.
4. The bidder is prepared to submit a financial and experience statement upon request.
5. **TOTAL BID PRICE:** \$58,300 Dollars
and 0 Cents (\$ 58,300.00)

*This activity is funded in whole with City of Berkeley Funds.
All applicable state and federal regulations shall be in full force and effect.*

BID FORM
PROJECT NO: 934

The following proposals are hereby provided by: (*Name of company*), _____
Mauldin Mountain Enterprises, dba: Mockingbird Tree hereinafter called "BIDDER")

To: Deanna Jones, City Clerk, City of Berkeley, 8425 Airport Road, Berkeley, MO. 63134

The BIDDER, in compliance with the invitation to bid for the City of Berkeley Project "TREE REMOVAL" having examined the plans, specifications and related documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby propose to furnish all equipment, tools, labor, materials, supplies, and whatever else is needed to complete the project in accordance with the plans and specifications, within the time set forth therein, and at the prices stated on the bid form located on the following page.

The total price shall include all equipment, labor, materials, supplies and whatever else is needed to complete the item.

In addition, additional spaces have been provided for items which the BIDDER determines need to be separated from the items listed. Regardless of whether or not separate items are listed, the BIDDER is still obligated to complete the entire project according to the plans, specifications and related documents, and will also meet or exceed the general industry standards in the construction industry for the work completed.

The BIDDER shall supply 4 (four) copies of the Bid #934 "TREE REMOVAL"

The BIDDER understands that the owner reserves the right to reject any or all bids, or any combination thereof, and to waive any informality in the bidding.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of hundred and twenty (120) calendar days after the scheduled closing time for receiving bids. The bid will be awarded after receiving approval from City Council for this project. **The project may extend into the next budget calendar year of 2024/2025.**

SIGNATURE: Peter Day DATE: 8/9/23

ADDRESS: 2851 S Honeysuckle Ln, Suite B

CITY, STATE, ZIP: Rogers, AR 72758

EMAIL: info@mockingbirdtree.com

OFFICE PHONE: (479) 633 - 9876 CELL: (479) 278 - 6077

ATTEST: Mamee Bama

BID NO. 934

AFFIRMATIVE ACTION STATEMENT

THE CITY OF BERKELEY, MISSOURI is an EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

We acknowledge that we will hire and develop qualified people, solely on merit and qualifications, without regard to race, color, creed, religion, sex, national origin, ancestry, handicaps, or age.

While acknowledging an obligation to the community to reaffirm its Fair Employment Policy, we also reaffirm our support for the various Presidential Executive Orders and regulations of the Equal Employment Opportunity Commission. In addition, we support the applicable provisions contained in the Civil Rights Acts, the Equal Pay Law, the Age Discrimination and Employment Act and the Missouri Human Rights Act. The regulations, acts, orders, and laws provide that discrimination based on race, color, creed, religion, sex, national origin, ancestry, handicaps or age is prohibited.

Our policy can be implemented only through the efforts of everyone within the company. A simple statement is not enough without full support. It is hoped that through an Equal Opportunity Plan, a fair and equitable program might be practiced. Through such a plan, applicants and employees should feel they could become an active part of the company without fearing reprisals due to extraneous factors not related to merit or qualifications.

SIGNED: Peter Dary
POSITION: Manager
DATE: 8/9/23

Note: THIS FORM IS VALID FOR THIS CALENDAR YEAR ONLY (2023)

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AFFIRMATIVE ACTION/PRIME VENDOR QUESTIONNAIRE

Many of you will probably be compiling similar information for your yearly E.E.O. Reports. If this is the case, and you would prefer to wait and complete this form at that time, please feel free to do so. If you want to be placed on the prime vendor list prior to that time we can do so with a copy of your Affirmative Action Plan.

1. Name and address of your organization: Mauldin Mountain Enterprises, LLC, dba: Mockingbird Tree Care
2. Name and position of person completing this report: Shawnee Barron, Office Administrator
3. We do not wish to be on your prime vendor list and are returning this form incomplete:
4. Do you consider your organization to be an Equal Employment Opportunity Employer?
 Yes No
5. Are you part of or a division of a larger parent organization? If yes, please give parent organization name and home office address: NO.

6. How many employees were on the payroll last pay period?
Full-Time 7 Part-Time 1
 - 6.1. How many women were on the payroll? 1
 - 6.2. How many minorities were on the payroll? 3
 - 6.3. Time Male Minority employee's: Full time, 3
 - 6.4. Full Time Female Minority employee's: _____
 - 6.5. Part Time Male Minority employee's: _____
 - 6.6. Part Time Female Minority employee's: _____
7. Does your organization include in its employment advertising a phrase similar to: "We are an Equal Employment Opportunity Employer "; or if your organization has not advertised recently, will similar phrase be included if advertising is undertaken in the future: Yes.
8. Does your organization or you parent organization have an Affirmative Action Plan?
 Yes No *If, yes, please supply a copy of the current plan.*
9. Does your organization have a designated department or person to function in the Equal Opportunity Position? YES NO If yes, please supply the name, title, phone number and address for future correspondence.

The City of Berkeley thank you for your cooperation in completing this form and returning with your bid.



Affirmative Action Policy

We acknowledge that we will hire and develop qualified people, solely on merit and qualifications, without regard to race, color, creed, religion, sex, national origin, ancestry, handicaps, or age.

While acknowledging an obligation to the community to reaffirm its Fair Employment Policy, we also reaffirm our support for the various Presidential Executive Orders and regulations of the Equal Employment Opportunity Commission. In addition, we support the applicable provisions contained in the Civil Rights Acts, the Equal Pay Law, the Age Discrimination and Employment Act and the Missouri Human Rights Act. The regulations, acts, orders, and laws provide that discrimination based on race, color, creed, religion, sex, national origin, ancestry, handicaps or age is prohibited.

Our applicants and employees should feel they could become an active part of the company without fearing reprisals due to extraneous factors not related to merit or qualifications.

Designation of Responsibility for Implementation:

Responsibilities of the Equal Employment Opportunity Manager: The Personnel Manager has the responsibility for designing and ensuring the effective implementation of Federal Contractor, Inc.'s (FCI's) Affirmative Action Program (AAP). These responsibilities include, but are not limited to, the following: 1. Developing Equal Employment Opportunity (EEO) policy statements, affirmative action programs and internal and external communication procedures; 2. Assisting in the identification of AAP/EEO problem areas; 3. Assisting management in arriving at effective solutions to AAP/EEO problems; 4. Designing and implementing an internal audit and reporting system that: a. Measures the effectiveness of FCI's program; b. Determines the degree to which AAP goals and objectives are met; and c. Identifies the need for remedial action; 5. Keeping FCI's General Manager informed of equal opportunity progress and reporting potential problem areas within the company through quarterly reports; 6. Reviewing the company's AAP for qualified minorities and women with all managers and supervisors at all levels to ensure that the policy is understood and is followed in all personnel activities; 7. Auditing the contents of the company's bulletin board to ensure compliance information is posted and up-to-date; and 8. Serving as liaison between FCI and enforcement agencies.

Responsibilities of Managers and Supervisors: It is the responsibility of all managerial and supervisory staff to implement FCI's AAP. These responsibilities include, but are not limited to: 1. Assisting in the identification of problem areas, formulating solutions, and establishing departmental goals and objectives when necessary; 2. Reviewing the qualifications of all applicants and employees to ensure qualified individuals are treated in a nondiscriminatory

Mauldin Mountain Enterprises, LLC, dba: Mockingbird Tree Care – 2851 S Honeysuckle Ln, Suite B, Rogers, AR 72758 – 479-633-9876

manner when hiring, promotion, transfer, and termination actions occur; and 3. Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee's performance of his or her duties and responsibilities.

Action-Oriented Programs

FCI has instituted action programs to eliminate identified problem areas and to help achieve specific affirmative action goals. These programs include: 1. Conducting annual analyses of job descriptions to ensure they accurately reflect job functions; 2. Reviewing job descriptions by department and job title using job performance criteria; 3. Making job descriptions available to recruiting sources and available to all members of management involved in the recruiting, screening, selection and promotion processes; 4. Evaluating the total selection process to ensure freedom from bias through: a. Reviewing job applications and other pre-employment forms to ensure information requested is job-related; b. Evaluating selection methods that may have a disparate impact to ensure that they are job-related and consistent with business necessity; c. Training personnel and management staff on proper interview techniques; and d. Training in EEO for management and supervisory staff; 5. Using techniques to improve recruitment and increase the flow of minority and female applicants. FCI presently undertakes the following actions: a. Include the phrase "Equal Opportunity/Affirmative Action Employer" in all printed employment advertisements; b. Place help wanted advertisement, when appropriate, in local minority news media and women's interest media; c. Disseminate information on job opportunities to organizations representing minorities, women and employment development agencies when job opportunities occur; d. Encourage all employees to refer qualified applicants; e. Actively recruit at secondary schools, junior colleges, colleges and universities with predominantly minority or female enrollments; and f. Request employment agencies to refer qualified minorities and women; 6. Hiring a statistical consultant to help FCI perform a self-audit of its compensation practices; and 7. Ensuring that all employees are given equal opportunity for promotion. This is achieved by: a. Posting promotional opportunities; b. Offering counseling to assist employees in identifying promotional opportunities, training and educational programs to enhance promotions and opportunities for job rotation or transfer; and c. Evaluating job requirements for promotion.

Internal Audit and Reporting System

The Personnel Manager has the responsibility for developing and preparing the formal documents of the AAP. The Personnel Manager is responsible for the effective implementation of the AAP; however, responsibility is likewise vested with each department manager and supervisor. FCI's audit and reporting system is designed to: • Measure the effectiveness of the AAP/EEO program; • Document personnel activities; • Identify problem areas where remedial action is needed; and • Determine the degree to which FCI's AAP goals and objectives have been obtained. The following personnel activities are reviewed to ensure nondiscrimination and equal employment opportunity for all individuals without regard to their race, color, sex, sexual orientation, gender identity, religion, or national origin: • Recruitment, advertising, and job application procedures; • Hiring, promotion, upgrading, award of tenure, layoff, recall from layoff; • Rates of pay and any other forms of compensation including fringe benefits; • Job assignments, job classifications, job descriptions, and seniority lists; • Sick leave, leaves or absence, or any other leave; • Training, apprenticeships, attendance at professional meetings and conferences; and • Any other term, condition, or privilege of employment. The following

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documents are maintained as a component of FCI's internal audit process: 1. An applicant flow log showing the name, race, sex, date of application, job title, interview status and the action taken for all individuals applying for job opportunities; 2. Summary data of external job offers and hires, promotions, resignations, terminations, and layoffs by job group and by sex and minority group identification; 3. Summary data of applicant flow by identifying, at least, total applicants, total minority applicants, and total female applicants for each position; 4. Maintenance of employment applications (not to exceed one year); and 5. Records pertaining to FCI's compensation system.

FCI's audit system includes a quarterly report documenting FCI's efforts to achieve its EEO/AAP responsibilities. Managers and supervisors are asked to report any current or foreseeable EEO problem areas and are asked to outline their suggestions/recommendations for solutions. If problem areas arise, the manager or supervisor is to report problem areas immediately to the Personnel Manager. During quarterly reporting, the following occurs: 1. The Personnel Manager will discuss any problems relating to significant rejection ratios, EEO charges, etc., with the General Manager; and 2. The Personnel Manager will report the status of the FCI's AAP goals and objectives to the General Manager. The Personnel Manager will recommend remedial actions for the effective implementation of the AAP.

Guidelines on Discrimination Because of Religion or National Origin

It is the policy of FCI, Inc. to take affirmative action to insure that applicants are employed, without regard to their religion or national origin. Such action includes, but is not limited to the following employment practices: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training. Employment practices have been reviewed to determine whether members of the various religions and/or ethnic groups are receiving fair consideration for job opportunities. Attention has been directed toward executive and middle management levels. 1. The policy concerning FCI's obligation to provide equal employment opportunity without regard to religion or national origin is communicated to all employees via employee handbooks, policy statement and the Affirmative Action Program. 2. Internal procedures have been developed in this program to insure that FCI's obligation to provide equal employment opportunity without regard to religion or national origin is being fully implemented. 3. Employees are informed at least annually of FCI's commitment to equal employment opportunity for all persons, without regard to religion or national origin. 4. Recruiting sources have been informed of our commitment to provide equal employment opportunity without regard to religion or national origin. 5. Employment records of all employees are reviewed to determine the availability of promotable and transferable employees. 6. Contacts with religious and ethnic organizations will be made for purposes of advice, education, technical assistance and referral of potential employees as necessary to accomplish the purpose of this program. 7. FCI engages in recruitment activities at educational institutions with substantial enrollments of students from various ethnic and religious groups. 8. Ethnic and religious media may be used for employment advertising. Reasonable accommodations to the religious observances and practices of employees or prospective employees will be made, unless doing so would result in undue hardship. In determining whether undue hardship exists, factors such as the cost to the company and the impact on the rights of other employees would be considered.

SCOPE OF WORK

BID PROPOSAL FORM (Please use the following Bid Schedule)

Having carefully examined the site of the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, tools, power, transportation and equipment necessary for the satisfactory completion of: **TREE REMOVAL** in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's Grounds Superintendent at and for the following named prices, to wit:

NOTE: This proposal is solicited on a unit price and lump sum basis.

PAYMENT WILL BE MADE ON ACTUAL QUANTITIES. THIS IS AN ESTIMATE ONLY.

PROJECT COST NOT TO EXCEED \$100,000.00

This bid proposal must be submitted back to the City of Berkeley in its entirety as part of the contractor's bid submission. Make sure that all pages are completely filled out and that all information requested is complete. Failure to do so may be cause to reject your bid proposal.

Prior to the start of the contract, the successful Contractor will be given a list of trees that have been identified and marked with a blue dot signifying that the tree shall be removed under this contract. The estimated number of trees under this contract shall be approximately 150. If an address exists but the tree does not have a blue indicator dot, the contractor shall contact the City to verify that the tree needs to be removed. Contractor shall inspect each tree prior to removal and contact the City with any questions or concerns. The Contractor will also be given a list of trees that require trimming. The contractor will be required to inspect each tree prior to the start of work and contact the City with any questions or concerns. At the beginning of each week throughout this contract, the Contractor will be required to email the trees the contractor intends to complete for that week so the City can provide inspection prior, during, and after work is completed.

CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
TREE REMOVAL 0"-12"	20	EA	\$ 165	\$3300
TREE REMOVAL 12"-24"	30	EA	\$840	\$25,200
TREE REMOVAL 24"-36"	10	EA	\$ 1050	\$ 10,500
TREE REMOVAL 36"+	10	EA	\$ 1050	\$ 10,500
3 Person Crew*	16	HR	\$220	\$3,520
Chipping Crew** 2 Person Crew	16	HR	\$ 110	\$ 1,760
Emergency Work*** 3-Person Crew	16	HR	\$ 220	\$3,520
GRAND TOTAL			\$3,655	\$58,300

TREE DIAMETER AT BREAST HEIGHT

REMAINING TREE STUMP TO BE NO MORE THAN 6" OFF THE GROUND.

*This activity is funded in whole with City of Berkeley Funds.
All applicable state and federal regulations shall be in full force and effect.*

***Three-Person Crew Cost Per Hour:**

Three-person crew shall include working foreman, climber, grounds person, aerial high-ranger, trimming equipment, chipper and chip truck.

****Chipping Crew-Two Person Crew Cost Per Hour:**

Shall include two-person crew, brush chipper and chip truck

*****Emergency Work-Three Person Crew Cost Per Hour:**

Shall be a minimum crew of three persons, including working foreman, climber, grounds person, aerial high-ranger, and trimming equipment. Travel time shall be included in the hourly rate bid. Payment time shall begin when the crew arrived on site and shall end upon completion of the job.

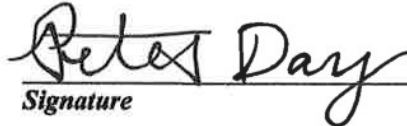
The bidder shall supply 4 (four) copies of the BID NO. 934 "TREE REMOVAL" for our review and decision.

Bidder understands that the owner reserves the right to reject any or all bids, or any combination thereof, and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of hundred and eighty (180) calendar days after the scheduled closing time for receiving bids.

Peter Day

Printed Name



Signature

Manager

Title

Mauldin Mountain Enterprises LLC, dba: Mockingbird Tree Care

Company Name

2851 S Honeysuckle Ln, Suite B

Address

Rogers, AR 72758

City, State and Zip Code

info@mockingbirdtree.com

Email

mockingbirdtree.com

Company's Website

(479) 633 - 9876

Phone Number

8/9/23

Date

The Contractor acknowledges that he has not received nor relied upon any representations or warranties of any nature whatsoever from the City of Berkeley, its officers, employees, or agents and that if he is awarded this contract, he shall enter into this Contract solely as the result of his own independent business judgment.

The undersigned acknowledges that he has made his own independent investigation and has satisfied himself as to the conditions of the work, including soil and subsurface conditions.

The undersigned agrees that, in case any additions or deductions in the amount of work contemplated are made, the cost for such work shall be based on the average cost per tree diameter inch for each bid item.

The undersigned hereby agrees that if this Proposal shall be accepted by the said City, he will, within ten days after receiving notice of such acceptance and delivery of Contract forms thereof at the address given below (Sundays and legal holidays excepted), enter into contract, in the attached form, to construct the said work according to said plans and specifications and to furnish therefore all necessary equipment, tools, materials, labor, power and transportation as aforesaid at and for the prices named in the foregoing paragraph; to furnish to the said City and to the State of Michigan such sureties for the faithful performance of such Contract and for the payment of all materials used therein and for all labor expended thereon as shall be approved and accepted by the said City.

The undersigned attaches hereto a (certified check), (bidder's bond), in the sum of: **Dollars (\$ 10% of bid _____)** as required in the Instructions to Bidders. And the undersigned hereby agrees that, in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the said City may, at its option, determine that the undersigned has abandoned his rights and interests in such contract and that the certified check or bidder's bond accompanying this proposal has been forfeited to the said City as liquidated damages and not as a penalty; but, otherwise, the said certified check or bidder's bond shall be returned to the undersigned upon the execution of such contract and the acceptance of Bonds.

TECHNICAL SPECIFICATIONS

In the event that additions or deletions to the number of trees removed and stumps removed occur, the amount paid to the contractor shall be adjusted based upon the average unit bid cost per inch per trees removed and stumps removed as calculated from the contractor's bid proposal for each bid item.

TREE REMOVAL

- A. The Removal of trees shall be made with the written authorization of the City of Berkeley. A list of trees and the location of each, bearing the signature of an authorized representative of the City of Berkeley, must be in the possession of the contractor's crew before removing any tree(s). The decision to remove trees must be made by the City. The Contractor may make suggestions. However, written authorization must be obtained before removing any trees. All trees to be removed have been identified in the field with a blue dot on the street side of the tree at approximately 4 feet.
- B. All trees shall be removed in their entirety.
- C. All tree trunks, limbs, leaves, twigs, sawdust and chips resulting from the removal operations will be totally removed and disposed of from the work site on a daily basis by the contractor.

*This activity is funded in whole with City of Berkeley Funds.
All applicable state and federal regulations shall be in full force and effect.*

Street and sidewalk areas shall be swept and all other areas shall be raked clean of debris generated through removal operations.

- D. The contractor will be required to post NO PARKING signs one (1) day prior to commencing work. Signs will be supplied by the Contractor at the contractor's expense and shall be posted on trees in the right of way. Signs will be posted 6.5' above ground level and angled so as to be easily read by oncoming traffic. The contractor shall mark the date on each sign with an indelible, thick point, black marker when the work is scheduled to occur. Dates shall consist of letters & numerals 2.5 inches tall and be easily readable. Signs are to be promptly removed by the contractor upon completion of each tree/stump removal.
- E. **The contractor is required on a weekly basis to EMAIL the City of Berkeley, PUBLIC WORKS DEPARTMENT at pwsecretary@ci.berkeley.mo.us the work schedule for the current upcoming week (preferably on 3 days prior to the start of work for each week). Additionally, the Contractor shall also prepare a weekly EMAIL report showing all work completed previous week (preferably with in one week of completed work).**
- F. Work shall not start before 7:00 a.m. and shall end no later than 6:00 p.m. Monday through Saturday. Work on Sundays shall be prohibited.
- G. Safety precautions shall be practiced by the Contractor to adequately safeguard all persons, employees and property from injury or damage. All federal, state, and local ordinances shall apply. By reference, the American National Standard ANSI Z133.1-1994, Safety Requirements for Tree Care Operations is included in this specification as if it was reprinted here in its entirety. 41
- H. Public Relations - The Contractor and his employees are expected to respond to the public in a respectable and courteous manner. If the Contractor or his employees cannot satisfy a citizen, he is to refer the citizen to the Department of Public Works at (314) 400-3707.

TREE TRUNK & LIMBS DISPOSAL

- A. The Contractor is responsible for the legal disposal of all tree and stump removal and tree trimming related debris.
- B. The Contractor may contact the State of Michigan, Department of Natural Resources for possible Marshalling Yard locations for the disposal of Ash Tree related debris.

PAYMENT

- 1. Payment for work shall be invoiced upon completion of the Contract. Payment will be based on the unit pricing submitted by the Contractor in the attached **BID PROPOSAL FORM**.
- 2. The City may withhold payment or final payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.
- 3. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within sixty (60) days of the certification of completion of the project by the City's authorized agent provided the contractor has completed filing of all contractually required documents and certifications with the City's authorized agent including acceptable evidence of the satisfaction of all claims or liens and copies of signed payrolls.

TERMINATION OF CONTRACT

This Contract may be terminated at any time for the convenience of the City. Upon written notice by the City to the contractor, the Contract will be terminated immediately. City agrees to pay the contractor for all work completed through the termination date.

FORMS TO BE RETURNED WITH BID

PAGE

a. Cover Page	1
b. Invitation to Bid	3
c. Company Information Form	6
d. Total Bid Price Form	7
e. Bid Form	8
f. Project Agreement	9
g. Performance and Payment Bond Form	10-11
h. Affirmative Action Statement	12
i. Affirmative Action/Prime Vendor Questionnaire	13
j. Bid Proposals Form	21-25