

BILL NO. 4749

ORDINANCE NO. 4749

AN ORDINANCE OF THE CITY OF FESTUS, MISSOURI AWARDING A BID FOR CERTAIN PRODUCTS AND SERVICES TO THE LOWEST AND BEST BIDDER AS REFLECTED IN THE RESPONSES TO THE REQUEST FOR PROPOSALS FOR ON-CALL LANDSCAPING SERVICES; AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH ALL SEASONS MAINTENANCE SERVICES, LLC; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, § 77.260, RSMo provides that the City Council of the City of Festus may enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, the benefit of trade and commerce, and the health of the inhabitants thereof; and

WHEREAS, the City of Festus, Missouri (the "City"), has enacted Chapter 150 of the Code of Ordinances of the City of Festus, Missouri, establishing policies and procedures for purchasing and contracting by the City (the "Procurement Policy"); and

WHEREAS, § 150.120 of the Code of Ordinances of the City of Festus, Missouri, requires that contracts for all services that shall equal or exceed \$10,000.00 shall be purchased by formal written contract after formal bidding requirements as set forth in § 150.140 of the Code of Ordinances; and

WHEREAS, the City published a request for proposals entitled "City of Festus Request for Proposals – On-Call Landscape and Tree Service" to solicit proposals for periodic landscape and tree services, including but not limited to removal, trimming, and debris clean up (the "Project"); and

WHEREAS, All Seasons Maintenance, LLC ("All Seasons") submitted a proposal for the Project; and

WHEREAS, the City Council finds and determines that the contract for the Project should be awarded to All Seasons.

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

SECTION I. An agreement with All Seasons Maintenance, LLC for on-call landscape and tree services is hereby approved, in substantially the form attached hereto and incorporated herein as "Attachment 1" (the "Agreement").

SECTION II. That the Mayor and City Administrator and City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City and to take further action as may be reasonably necessary to carry out the intent and purposes of this Ordinance.

SECTION III. To the extent applicable, the Agreement approved by this Ordinance is subject to the requirements contained in § 290.010, RSMo, *et seq.*, and § 292.675, RSMo, and those Sections, as well as the OSHA and prevailing wage requirements, penalties, and obligations in the Agreement, including the applicable wage order, are hereby incorporated by reference and made a part hereof.

SECTION IV. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION V. This Ordinance shall be and become in full force and effect from and after the date of its passage by the City Council and the approval of the Mayor.

READ TWO TIMES AND PASSED THIS 21 DAY OF November, 2023

Samuel F. Richards

President of the City Council

APPROVED THIS 21 DAY OF November, 2023

Samuel F. Richards

Mayor of the City of Festus

ATTEST:

K. Kelly
City Clerk



Attachment 1

[*insert contract*]

OWNER-CONTRACTOR AGREEMENT

This is an Owner-Contractor Agreement (“Agreement”) made and entered into as of the _____ day of _____, 2023, by and between the **City of Festus, Missouri** (hereinafter called the “Owner”) and, **All Seasons Maintenance Services, LLC**, a Missouri Limited Liability Company, with a principal address of 6400 Charter Church Road, Festus, Missouri 63028 (hereinafter called the “Contractor”).

The project is identified and described as the On-Call Landscape and Tree Services project, landscape and tree services, including removal, trimming, and debris clean up services as described in the request for proposals (“RFP”), in the City of Festus, Missouri (hereinafter called “Project”).

WITNESSETH:

The Contractor and the Owner, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged agree as follows:

ARTICLE I
The Contract Documents

The Contract Documents shall include the RFP, Proposal for the Project, the Conditions of the Contract (General Conditions of Owner-Contractor Agreement (“General Conditions”), Supplementary Conditions and other Conditions, State Wage Order, E-Verify Affidavit executed and provided by Contractor, Non-Collusion Affidavit executed and provided by Contractor, Performance and Payment Bond provided by Contractor, Specifications, the Construction Schedule, and all Modifications issued after execution of this Agreement, which together with this Agreement form the “Contract.” All Contract Documents are hereby incorporated in full as a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions are applicable to this Agreement. When any provision(s) of the Contract Documents conflict, the provision(s) most advantageous to the Owner shall govern.

The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article XVII.

ARTICLE II
Scope of Work

The Contractor, acting as an independent contractor, shall faithfully and fully perform the work described in Contractor’s Proposal, attached hereto and incorporated by reference (hereinafter referred to as the “Work”), and shall do everything required by, the Contract Documents or reasonably inferable therefrom, for the complete construction of the Project

in accordance with the terms and conditions of the Contract. The Contractor shall furnish all labor, materials, and equipment necessary to perform the Work. The Contractor represents and warrants that Contractor has special skills which qualify Contractor to perform the Work in accordance with the Contract and that Contractor is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part of the Work. Contractor shall perform all Work in compliance with all applicable federal, state, and local laws and regulations.

ARTICLE III
Time of Completion

(a) The term of this Contract shall commence as of the later date of signature of either of the parties, and continue until December 31, 2026, unless terminated sooner by the City as provided herein.

(b) Owner and Contractor recognize that the Work is provided on an on-call basis. Owner will contact Contractor periodically when services are needed (each instance a "Service Request"). Contractor shall have five (5) days to complete the requested work upon receiving a Service Request. Owner will contact Contractor for each Service Request between the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, unless emergency or holiday services are requested. If emergency or holiday services are requested, Contractor shall complete the work needed for the emergency or holiday services request within four (4) hours, as outlined in the Contractor's Proposal and the RFP. Should the Contractor, or in case of default, the surety, fail to complete the requested work within the completion date specified, a deduction of the amount stipulated in Article V will be made for each day that the requested work remains incomplete.

ARTICLE IV
Compensation and Timing of Payments

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, amounts billed for each Service Request and/or emergency or holiday service request as outlined in Contractor's Proposal, at the rate specified in the Proposal. For each request for services by Owner, Contractor shall submit an invoice to Owner for payment along with adequate supporting documentation, for all labor performed and material provided, all of which shall be acceptable to Owner. Upon receipt and approval of each invoice, the related supporting documentation, product warranty documentation (if applicable), and the affidavit as to compliance with prevailing wage requirements (if applicable), Owner shall remit payment to Contractor within thirty (30) days.

ARTICLE V
Performance of the Work

Contractor shall perform all Work as outlined in Article III above.

ARTICLE VI
Changes in the Work

The Owner may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract price being adjusted accordingly with approval of the Owner. All such changes in the Work shall be executed under the conditions of the Contract. No extra Work or change shall be made except pursuant to a Change Order from the Owner in accordance with the General Conditions. Any claim for an increase in the prices or rates set forth in the Proposal resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

ARTICLE VII
Termination by Owner

(a) If the Contractor is adjudged as bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and Contractor's surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand. In the event of any termination pursuant to this Article VIII, the Contractor, upon the request of the Owner, shall promptly:

- (i) assign to the Owner in the manner and to the extent directed by the Owner all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
- (ii) make available to the Owner, to the extent directed by the Owner, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the Owner by giving three (3) days prior written notice to the Contractor if the Owner, in Owner's sole discretion, decides to terminate the Contract. In the event of such termination, as opposed to termination pursuant to Paragraph (a) of this Article VII, Contractor shall be paid for Work actually performed prior to termination. The Contractor will not be entitled to payment of for Work not performed.

ARTICLE VIII
Contractor's Liability Insurance

The Contractor shall obtain and maintain during the term of the Work and the Contract the insurance coverages at least to the coverages below, but in no event less than the individual and combined sovereign immunity limits established by Section 537.610 RSMo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the proposal and no additional payment will be made therefore by the Owner:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$2,000,000. The Contractor shall ensure all subcontractors provide the same coverage.

(b) Comprehensive General Liability insurance in the following minimum amounts:

Including Bodily Injury/Death:	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate

(c) Comprehensive Automobile Liability insurance in the following minimum amounts:

Including Bodily Injury/Death:	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage:	\$1,000,000 each accident

(d) Owner's Protective insurance in the following minimum amounts:

Including Bodily Injury/Death:	\$1,000,000 each occurrence \$1,000,000 each person
Property Damage:	\$1,000,000 each occurrence \$1,000,000 aggregate

The Comprehensive General Liability Policy shall be endorsed to cover the liability of Contractor hereunder. The Owner's Protective Policy shall name the Owner as the insured. Owner shall be named as an additional insured on the comprehensive general liability and automobile liability insurance policies and such insurance shall be primary with respect to any insurance maintained by the Owner. Certificates evidencing all such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. In addition, all insurance policies of or on behalf of Owner required in the Contract shall contain the following language: "This insurance policy does not apply to any claim or suit which is

barred by the doctrines of sovereign immunity or official immunity but we will have the right and duty to defend any suit. No provision of this endorsement or of the policy, to which it is attached, shall constitute a waiver of our right, or the right of any of our employees in the course of their official duties, or the right of any insured, to assert a defense based on the doctrines of sovereign immunity or official immunity for any monetary amount whatsoever." By execution and performance of the Contract, Owner does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of itself, its officers, directors, employees, agents, servants, successors or assigns, as a result of the execution of the Contract and performance of the functions or obligations described herein.

ARTICLE IX
Contractor Indemnification

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by Owner, and indemnify and hold harmless the Owner, its city council, officers, representatives, agents and employees, from and against any and all liabilities, demands, losses, claims or suits, including costs and reasonable attorneys' fees, for and on account of any kind of injury, loss or damage, or any other circumstances, sustained by the Owner, its city council, officers, representatives, agents and employees, arising from the breach or enforcement of this Contract or resulting from the negligent acts, errors or omissions of Contractor, any subcontractor, and each of their respective agents, employees or contractors arising out of the Work, and including but not limited to the Owner's reliance on or use of the services or products provided by the Contractor under the terms of this Contract. The Contractor shall not be liability for any loss or damage attributable solely to the negligence of the Owner. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Contract.

ARTICLE X
E-Verify

In accordance with Section 285.530, RSMo., the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Contract. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

ARTICLE XI
OSHA Training Program

The Contractor shall require all of its on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program which includes a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations

(MoDOLIR) which is at least as stringent as an approved OSHA program; unless such employees of Contractor hold documentation of prior completion of the required program. The Contractor shall also require all Subcontractors under the Contractor to provide the ten-hour OSHA training program to such subcontractors' on-site employee; unless such employees of the Subcontractor hold documentation of prior completion of the required program. All employees are required to complete the program within sixty-days of beginning work under this Contract.

The Contractor shall forfeit as a penalty to the Owner the sum of two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or any Subcontractor, for each calendar day or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the applicable time periods included in Section 292.675, Missouri Revised Statutes, have elapsed. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon Owner's receipt of notification from MoDOLIR that penalties shall be assessed for such violations, Owner shall withhold and retain from the Contract all sums and amounts due and owing to Owner as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

ARTICLE XII
Prevailing Wage Requirements

If this Contract, the Project and the Work, are subject to prevailing wage requirements under applicable Missouri law, then the applicable State Wage Order No. 30 is incorporated herein by reference in Article I. If applicable, Contractor agrees to pay not less than the prevailing hourly rate of wages, as set out in the State Wage Order, to all workers performing the Work for the Project under this Contract. If applicable, Contractor agrees to comply with all related requirements, including the maintaining of payroll records and making said records available as required. Pursuant to applicable law, if applicable, Contractor will forfeit as a penalty to the Owner the sum of one hundred dollars (\$100.00) for each workman, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any Work done under this Contract, by the Contractor, or by any Subcontractor.

ARTICLE XIII
Contractor Bonds

Prior to, or by the signing of this Contract, the Contractor shall furnish to the Owner a performance and maintenance bond and a labor and material payment bond in an amount equal to one hundred percent (100%) of the contract amount, both which shall be acceptable to the Owner in form and content. The surety providing such bonds shall be a company licensed to do business in the State of Missouri and shall be acceptable to the Owner. The payment bond furnished shall meet all requirements of § 107.170 RSMo., as amended, and shall guarantee the payment of any and all materials, incorporated, consumed, or used in connection with the construction of the Work, and all insurance premiums, both for compensation and for all other kinds of insurance, and for all labor

performed in such Work whether by subcontractor or otherwise, including payment of prevailing wage requirements of the State of Missouri.

The performance and maintenance bond required herein shall guarantee the faithful performance of the Work and guarantee the Work established in the Contract.

ARTICLE XIV
American Products Requirement

Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required in accordance with Section 34.353 RSMo. This section shall not apply when:

1. The purchase, lease, or contract involves an expenditure of less than twenty-five thousand dollars (\$25,000.00);
2. Only one line of a particular good or product is manufactured or produced in the United States;
3. The specified products are not manufactured or produced in the United States in sufficient quantities to meet Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet Owner's requirements; or
4. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent (10%).

If this section shall not apply because of the circumstances described in paragraphs (3)-(4) above, then the Contractor shall provide Owner with the information necessary to make the certifications required under Section 34.353 RSMo.

ARTICLE XV
Anti-Discrimination Against Israel Act

Pursuant to RSMo. § 34.600, a public entity is prohibited from contracting to "acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that that person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of":

1. Goods or services from the State of Israel;
2. Companies doing business in, or with, Israel;
3. Companies authorized by, licensed by, or organized under the laws of the State of Israel; or
4. Persons or entities doing business in the State of Israel.

By executing this Agreement, Contractor certifies that it is not currently engaged in a boycott of items (1) – (4) above and that for the duration of the Agreement, Contractor shall not engage in any boycott of items (1) – (4) above.

ARTICLE XVI
Governing Law – Jurisdiction

The Contract shall be governed, construed, and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of Jefferson, Missouri. Any legal action arising out of, or relating to the Contract shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the Twenty Third Judicial Circuit in the County of Jefferson, Missouri, or federal court, if a claim arises warranting federal jurisdiction, in the United States District Court for the Eastern District of Missouri.

ARTICLE XVII
Enumeration of The Contract Documents

The Contract Documents, except for Modifications issued after execution of this Contract, are enumerated as follows:

- (a) the RFP
- (b) the Owner-Contractor Agreement
- (c) General conditions of Contract
- (d) Supplementary or other Conditions of the Contract as follows: Job Specifications
- (e) Construction Schedule
- (f) State Wage Order #30 in effect, if applicable
- (g) Contractor's Proposal
- (h) Insurance Certificates
- (i) E-Verify Affidavit
- (j) Non-Collusion Affidavit
- (k) Performance and Payment Bond

The above-listed Contract Documents, together, form the Contract.

[*signature page to follow*]

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

City of Festus
Owner

By Samuel F. Richards

Samuel F. Richards Mayor
Print Name, Title



(Seal)

Attest: Kerry Patek

Kerry Patek, City Clerk

Date: 11-21-2023

All Seasons Maintenance, LLC
Contractor

BY _____

Print Name, Title

(Seal)

Attest: _____

Date: _____

**CITY OF FESTUS
REQUEST FOR PROPOSALS
ON-CALL LANDSCAPE AND TREE SERVICES**

INTRODUCTION

The City of Festus (City) is requesting the services of a landscaping company to perform the described services for the City. Please limit your response to this request to no more than four (4) pages. The response should include any information to aid in the selection process, such as company experience, history, testimonials, any certifications of the company or persons at the company, and recent examples of work performed by the company in the services we are requesting. The City requires all submittals to be received by 2:00 pm on Tuesday, September 12, 2023, at Festus City Hall, 711 West Main Street, Festus, MO, 63028. The City reserves the right to reject any or all proposals submitted.

SCOPE OF SERVICES

Landscape and tree services, including but not limited to removal, trimming, and debris clean up.

Landscape and Tree Services may include; Removal of tree (live or dead tree), trimming of tree limbs, trimming of tree canopy, tree topping, grinding and removal of tree stumps, tree debris removal.

Routine service request hours shall be 7:00am to 3:30pm, Monday through Friday with a five (5) day response time to complete the request.

Emergency and holiday request hours (if available) to be as needed with a four (4) hour response time to complete the work. NOTE: THE COMPANY MUST SPECIFY IF EMERGENCY HOURS WILL BE MADE AVAILABLE TO THE CITY.

All work shall be done in accordance with the best trade practices. All safety regulations for the protection of workmen, City employees, pedestrians, and property must be followed. All applicable state and local laws, ordinances, and codes shall apply to this contract.

SELECTION PROCESS

The selection committee will include senior staff members of the City. The City will evaluate responses based on a) experience and competence; b) the capacity of the company to perform the work in the timeframe needed; and c) past record of performance.

REQUIREMENTS

Bidders shall include insurance coverage of \$1,000,000 or more, auto coverage, and proof of Worker's Compensation to be submitted with bid paperwork.

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete , a ten (10) hour course in construction safety and health approved

by the Occupational Safety and Health Administration (“OSHA”) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the work site without documentation of the required training shall have twenty (20) days to produce such documentation.

CONTACT INFORMATION

Written questions about this RFP may be sent by email to jwhaley@cityoffestus.org prior to the submission deadline. Responses will be shared by all interested responders to the RFP.

mk
9/12/23
1:56y



Seasons

*design * build * maintain*

ALL SEASONS MAINTENANCE SERVICES

CITY OF FESTUS ON-CALL LANDSCAPE & TREE SERVICES PROPOSAL

All Seasons Maintenance Services LLC~ 9800 RTE DD Bloomsdale, Missouri 63627~314-550-4747~john@allseasonsma.com

VOTED ST. LOUIS' TOP LANDSCAPER 2021 & 2022 ST. LOUIS MAGAZINE #ALIST



We are a full-service landscape, snow services & outdoor maintenance contractor available 24hrs for emergency services. Employees are 30hr OSHA CERTIFIED.

All Seasons Maintenance Services LLC is pleased to submit this proposal for On-Call landscaping & tree services to the City of Festus. We value our current landscaping partnership with Festus Parks & the City of Festus & believe it would be beneficial to utilize our company to fulfill these additional needs for the city.

On Call (24hr) Landscape & Tree Services



Services Provided- Pruning, Repairing damaged trees by trimming or removal of broken limbs, Line of Sight Maintenance & Clearance, Storm Debris Removal from roads, structures & city properties. Ability to work in all weather conditions.

- **Tree-Trimming Labor \$125.00 per hour**
- **Brush & tree limb Clean-Up \$75.00 per hour**
- **Tree Cutting Prices: 18" Caliper & under \$900.00, 18"-32" Caliper \$2600.00, Over 32" Caliper \$3400.00 (some trees may cost additional if certain conditions exist with homes or power lines)**
- **Equipment On-Hand: Skidsteer, Mini Skidsteer, Pulverizer, Wheel loader, Chipper & Stump Grinder
Equipment Pricing \$275.00 per hour (minimum 3hrs)**
- **Emergency Services (4hr response time) Rates are 1.5x. Holiday Rates are 2x hourly rate.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

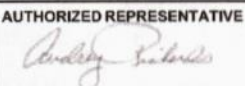
PRODUCER Custom Insurance Services, Inc 200 Mississippi Ave Crystal City MO 63019	CONTACT NAME: Audrey Richards PHONE (A/C, No, Ext): 16369311200 E-MAIL ADDRESS: arichards@custom-ins.com	FAX (A/C, No): 636-931-1201
	INSURER(S) AFFORDING COVERAGE	
INSURED All Seasons Maintenance Services, LLC 9800 State Route DD Bloomsdale MO 63627-9247	INSURER A : Columbia Mutual Ins. Co. NAIC # 40371	
	INSURER B : Missouri Employers Mutual 10191	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 461242914 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CMPMO0000028096	11/12/2022	11/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CAPMO0000019732	11/12/2022	11/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUPMO0000034022	11/12/2022	11/12/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MEM201969306	2/27/2023	2/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Excluded Owner- John Schneiders - Endorsements Included: Auto = Additional Insured when required in a written agreement with you primary. Waiver of transfer of rights of recovery against others to us. General Liability = Snow Plow Products-Competed Operations Hazard Coverage. Waiver of transfer of rights of recovery against others to us - Additional Insured-Owners/Lessees/Contractors when Required in a Written Agreement-Primary Status. Additional Insured Completed Operations-Primary when required in a written agreement.
 River Cement Co., DBA Buzzi Unicem USA is known as Additional Insured with primary and non contributory as per written contract or agreement. Waiver of Subrogation is written in the policy where permissible by law

CERTIFICATE HOLDER River Cement Co., DBA Buzzi Unicem USA 1000 River Cement Rd Festus MO 63028	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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OSHA

690315074

U.S. Department of Labor
Occupational Safety and Health Administration

John Schnieders

has successfully completed a 30-hour Occupational Safety and Health
Training Course in

Construction Safety & Health

Teri Ann Stephens

(Trainer)

9.12.98

(Date)



MIDWEST TREE SERVICE

P.O. BOX 488
FESTUS, MO 63028

Ben Secrease
Owner

PHONE
(636) 937-2100

I have been doing Tree work For over 40 years. Owned my own Company For 28 years. Have done work for City of Festus and several of the people that live in the City. I do All the work for Crystal City and there Park Department. Do all the work for City of Pevely and there Park Department. Do all the work for Herky and there Park Department. Do all the work for City of Ximmswick and Park Dept. Do all the work for Anheuser Property, As well as the Historical Society. Do work for most of the Church's in Festus. Have a AAA Rating in the Better Business Bureau. Held a City License from Day one. Can be onsite in minutes if needed. My work speaks for itself.

BEN SECREASE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Custom Insurance Services, Inc 200 Mississippi Ave Crystal City MO 63019	CONTACT NAME: Audrey Richards	
	PHONE (A/C, No, Ext): 16369311200	FAX (A/C, No): 636-931-1201
	E-MAIL ADDRESS: arichards@custom-ins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : National Specialty Insurance	
	INSURER B : Travelers Pool	
INSURED Midwest Tree Service LLC P O Box 488 Festus MO 63028-0488	MIDWTRE-01 INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 645374960 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		1446535	6/30/2023	6/30/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1446535	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	6JUB0719N172	5/9/2023	5/9/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Festus 711 W Main Street Festus MO 63028-1719	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Johnathon Williamson- Owner of Responder Tree Service

12888 Ware Road
DeSoto, MO 63020
(636)- 208- 7943
jswilliamson058@gmail.com

10th September 2023

City of Festus

City Hall
711 West Main Street
Festus, MO 63028

City of Festus,

It is our intention of submitting a bid to service the City of Festus Missouri on any on-call tree and landscaping needs. We are a small business that services Jefferson County and the surrounding areas. We have been in business for two years, and in those two years we completed countless jobs.

Our company is first responder owned and operated. Our owner has been a firefighter with DeSoto Rural for 8 years and has also done two seasons of wildland firefighting based out of Oregon. We are a close knit company and like to give our employees as many opportunities for growth as possible.

Our company is available to provide tree maintenance, removal, topping, stump grinding, and cleaning up of debris. Safety is a top priority for our employees. Employees are required to wear PPE and be first aid trained. Traffic control is also a safety measure we take into consideration.

Our hourly rate includes one dump truck, chipper, one trained climber, 1-3 groundsman/traffic control, and all equipment needed to complete tasks. We are bonded and insured for \$1,000,000 through Gaslamp Insurance Services LLC; we also have a half million dollar commercial policy through State Farm on our vehicle. Our hourly rate is \$320.00/ hour. Emergency hours are available to the city.




Below you will find images of some of our customers' reviews.

Please contact me, Jonathon Williamson, if you have any further questions. Thank you for this opportunity.



Sincerely,



Johnathon Williamson, owner of Responder Tree Service

Johnathon Williamson

 Mandy Gaa  recommends Responder Tree Service. 
Sep 4 · 

Prompt service at a very reasonable price! Very polite and respectful workmen. I will use them again.

 Like  Comment  Share

 Jessica Maples-Barton  recommends Responder Tree Service. 
Apr 11 · 

Johnny and his employee did a great job getting the ugly, dead tree out of my front yard. They had to work around power lines, a fence and the street. They do SAFE, fast, and clean work. They even raked up the small branches and leaves!
10/10. Definitely recommend responder tree service.

 Like  Comment  Share

 Ajdin Bajramovic  recommends Responder Tree Service. 
Apr 6 · 

Great customer service best price in town and knowledgeable in tree cutting!! Left everything super clean. Cut 2 trees for me and 1 for my parents and hauled all the wood away and grinded all the stumps. Thank you again !

