RESOLUTION NO. 27-2025

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND STOYKO'S TREE SERVICE, LLC FOR TREE REMOVAL AT ENGLEWOOD CEMETERY.

WHEREAS, the City of Clinton was approved for a Missouri Department of Conservation grant to remove trees at Englewood Cemetery; and

WHEREAS, the City of Clinton solicited bids from qualified vendors; and

WHEREAS, Stoyko's Tree Service, LLC, submitted the low bid for the project;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Agreement with Stoyko's Tree Service, LLC (Exhibit A), in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00), is hereby approved.

Section 2. The Mayor is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 7th day of November, 2025.

Carla Moberly

Carla Moberly, Mayor

ATTEST

Wendee Seaton

Wendee Seaton, City Clerk

THE CITY OF CLINTON MISSOURI
GREAT PEOPLE, BY NATURE

City of Clinton MISSOURI

VENDOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

Thursday, October 2, 2025 at 10:00 AM

Tree Removal Project – Englewood Cemetery

Scope of Work

Primary Trees for Removal

- Remove a minimum of 12 trees (stump grinding excluded), as identified below:

LOCATION		DBH	TREE #	BID PRICE
Longitude (x)	Latitude (y)			
-93.74666438	38.36460562	42.5	9	2500
-93.74662734	38.36400783	36.5	15	1400
-93.7443614	38.36291791	35.9	353	1700
-93.74430941	38.36248179	14.3	346	300
-93.74447029	38.36249118	20.5	347	650
-93.74443894	38.36358312	29.2	266	600
-93.74647138	38.36490119	24.3	39	1600
-93.74652967	38.36404971	43.8	52	2800
-93.74657251	38.36402794	39.4	53	1700
-93.74556528	38.36226474	41	81	1750
-93.74669378	38.36589225	41.2	194	1200
-93.74616353	38.36567767	32.5	192	590
BID TOTAL				16,700

Initials JA

- All tree removal work shall be performed in accordance with the latest edition of the ANSI A300 Part 1 pruning standards and the ANSI Z133 safety standards.
- **The contract period for this project shall be November 1, 2025, through December 31, 2025.** *NOTE: Tree removal can only occur between November 1, 2025, and March 31, 2026, per policies outlined in the Natural Resources Conservation Service, 'Bat Habitat Conservation Priorities in Missouri for the Indiana Bat, Northern Long-eared Bat, and Gray Bat.'*
- Dispose of all tree debris. Contractor may dispose of debris at the City of Clinton Wastewater Treatment Plant compost site at 1101 S. Vansant Rd.
- Bid shall include all labor, materials, equipment and clean-up.

Additional Trees to Be Considered for Removal

- All terms for Primary Trees shall apply for any Additional Trees that may be included:

LOCATION		DBH	TREE #	BID PRICE
Longitude (x)	Latitude (y)			
-93.74472763	38.36354762	34.4	261	2400
-93.74476156	38.36285403	43.5	373	1900
-93.74651426	38.36558202	26.1	28	500
-93.74660744	38.36526656	22.7	6	450
-93.7449121	38.36460235	30.5	248	1150
-93.74335497	38.36480823	27.3	230	1300
-93.74281866	38.36270895	19.8	319	1300
-93.74398951	38.36497461	24.1	238	1600
-93.7446937	38.36424801	27.4	255	1200
-93.74454712	38.36539844	22.6	163	1500
-93.74399773	38.36524349	28.3	167	2400
-93.74641858	38.36439737	44	46	800
-93.74345496	38.36546875	28.8	170	1900
-93.74286834	38.36554215	47.2	176	2800

Initials JA

Sealed bids, including this signed form, should be sent to the attention of Deborah Nelson and may be: mailed to City of Clinton, 105 E. Ohio Street, Clinton, MO 64735; dropped off at City Hall; emailed to dnelson@cityofclintonmo.com or faxed with a cover sheet to 660-885-2023.
Bids submitted after the deadline will be rejected.

The City of Clinton reserves the right to reject any and all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Clinton to the extent allowable by law.

I certify that I, the undersigned:

- Am familiar with the ANSI A300 Part 1 pruning standards and the ANSI Z133 safety standards;
- Understand that any tree removal work conducted prior to November 1, 2025 and/or after March 31, 2026, will be ineligible for payment.

SIGNATURE

Name/Company: Stoy Lo's Tree Service

Phone #: 660-596-1622

Email: jallain@rocketmail.com By: Jimmy Allain
(Authorized Representative)

Date: 10-1-25

REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

Thursday, October 2, 2025 at 10:00 AM

The City of Clinton, Missouri, is inviting bids from qualified vendors for the following project:

Tree Removal Project – Englewood Cemetery

Statement of Intent

The City intends to remove at least 12 trees at Englewood Cemetery, 626 S. Vansant Rd., Clinton MO.

Scope of Work

Primary Trees for Removal

- Remove a minimum of 12 trees (stump grinding excluded), as identified below:

LOCATION		DBH	TREE #
Longitude (x)	Latitude (y)		
-93.74666438	38.36460562	42.5	9 ✓
-93.74662734	38.36400783	36.5	15 ✓
-93.7443614	38.36291791	35.9	353 ✓
-93.74430941	38.36248179	14.3	346 ✓
-93.74447029	38.36249118	20.5	347 ✓
-93.74443894	38.36358312	29.2	266 ✓
-93.74647138	38.36490119	24.3	39 ✓
-93.74652967	38.36404971	43.8	52 ✓
-93.74657251	38.36402794	39.4	53 ✓
-93.74556528	38.36226474	41	81 ✓
-93.74669378	38.36589225	41.2	194 ✓
-93.74616353	38.36567767	32.5	192 ✓

- All tree removal work shall be performed in accordance with the latest edition of the ANSI A300 Part 1 pruning standards and the ANSI Z133 safety standards.
- **The contract period for this project shall be November 1, 2025, through December 31, 2025.** *NOTE: Tree removal can only occur between November 1, 2025, and March 31, 2026, per policies outlined in the Natural Resources Conservation Service, 'Bat Habitat Conservation Priorities in Missouri for the Indiana Bat, Northern Long-eared Bat, and Gray Bat.'*

- Dispose of all tree debris. Contractor may dispose of debris at the City of Clinton Wastewater Treatment Plant compost site at 1101 S. Vansant Rd.
- Bid shall include all labor, materials, equipment and clean-up.

Additional Trees to Be Considered for Removal

- Additional trees for consideration (stump grinding excluded), as identified below:

LOCATION		DBH	TREE #
Longitude (x)	Latitude (y)		
-93.74472763	38.36354762	34.4	261
-93.74476156	38.36285403	43.5	373
-93.74651426	38.36558202	26.1	28
-93.74660744	38.36526656	22.7	6
-93.7449121	38.36460235	30.5	248
-93.74335497	38.36480823	27.3	230
-93.74281866	38.36270895	19.8	319
-93.74398951	38.36497461	24.1	238
-93.7446937	38.36424801	27.4	255
-93.74454712	38.36539844	22.6	163
-93.74399773	38.36524349	28.3	167
-93.74641858	38.36439737	44	46
-93.74345496	38.36546875	28.8	170
-93.74286834	38.36554215	47.2	176

- All terms for Primary Trees shall apply for any Additional Trees that may be included.

Submittal of Bids

Bids will be accepted until **10:00 a.m., Thursday, October 2, 2025**. Sealed bids, including the signed bid form, should be sent to the attention of Deborah Nelson and may be: mailed to City of Clinton, 105 E. Ohio Street, Clinton, MO 64735; dropped off at City Hall; emailed to dnelson@cityofclintonmo.com or faxed with a cover sheet to 660-885-2023. Bids submitted after the deadline will be rejected.

Products and prices included in the bid may not be withdrawn for a period of thirty (30) days after the date of bid opening without the express written consent of the City.

Bid Opening

All bids will be publicly opened and read aloud at City Hall at **10:00 a.m., Thursday, October 2, 2025.**

Federal Work Authorization Program and Proof of Lawful Presence

- Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars ($5,000.00), the successful bidder 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 to the contracted services.

- E-Verify is a qualified federal work authorization program. Additional information about E-Verify can be found at www.uscis.gov/everify.
- Bidders shall also sign and submit with the bid an affidavit (Exhibit C) affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

City Business License Requirement

Bidders are informed that the successful bidder will be required to obtain or prove possession of a valid business license issued by the City of Clinton pursuant to Sec. 27-42 of the City Code.

Insurance Requirements

Bidders are informed that the successful bidder will be required to provide proof of insurance coverage for the following types of insurance and in the following minimum amounts:

Worker's Compensation	Coverage complying with applicable state statute
Employer's Liability	Minimum amount of $100,000.00
General Liability	Minimum limits of $500,000.00 per occurrence of bodily injury which includes, but is not limited to, insurance for all work required herein.
Comprehensive Automobile Liability	Minimum limits for $200,000.00 per person and $500,000.00 per occurrence for bodily injury, and $200,000.00 per occurrence for property damage.

General Provisions Related to the Bidding Process

Reservation of Rights

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the bid process, to award any bid or portion of a bid which is deemed to be the most advantageous to the City of Clinton, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

Errors and Omissions by the City

No bidder shall be permitted to use to his or her advantage any error or omission in this Invitation for Bid or related specifications.

Interpretation of Specifications or other Contract Documents Prior to Bidding

If any person contemplating submission of a bid for items contained in this Invitation for Bids is in doubt regarding the true meaning of any part of the Invitation for Bids documents, he or she may submit to Christy Maggi, City Administrator, CMaggi@CityofClintonMO.com, requesting an interpretation or correction of the Invitation for Bids documents not less than seven (7) days prior to bid opening. Any interpretation or correction to the Invitation for Bids documents will be made by the

City by addendum and will be mailed or delivered to each bidder of record not less than forty-eight (48) hours prior to bid opening.

Viewing Project Site
Contact John Wilson, Cemetery Sexton (660) 885-8616 to view project site and receive directions to trees.

Contractual Agreement
The successful bidder will be required to execute the attached contract for this project.

Prices
All costs for labor, materials and equipment shall be included in the bid price. No other costs will be permitted the successful bidder beyond those stated in the bid, except by express written consent of the City in accordance with applicable contract documents.

Payment
All work will be paid in a single lump sum payment, within thirty (30) days after the latest of the following occurrences:

- The completion date of the contracted work and inspection by City;
- The date upon which the written invoice for such services is delivered by hand, or by U.S. mail, to Clinton City Hall, 105 E. Ohio, Clinton, Missouri, 64735; or

Bidders are informed that the successful bidder shall comply with the Missouri Public Prompt Payment Act (Sections 34.057 and 34.058, RSMo) regarding payments to subcontractors in relation to the contract awarded as a result of this Invitation for Bids.

The City expressly reserves its rights to withhold, in good faith, payment or final payment in accordance with Section 34.057.5, RSMo, and in accord with the contract awarded as a result of this Invitation for Bids. Final payments will be made in accordance with Section 34.057.1(8), RSMo.

Commencement and Completion of Work
Work shall begin no earlier than November 1, 2025, and be completed no later than December 31, 2025.

Excusable Delays shall be delays or temporary inability to commence, complete or proceed in accordance with the foregoing schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the contractor which are caused by the action or failure to act of any governmental body, including but not limited to the issuance of permits and approvals by the City, acts of war or civil insurrection, or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather. **Under no circumstances shall an extension be granted past March 31, 2026, per federal bat guidelines.**

CONTRACTOR MASTER SERVICES AGREEMENT
FOR
TREE REMOVAL PROJECT – ENGLEWOOD CEMETERY

THIS AGREEMENT dated this 8th day of October, 2025 by and between the City of Clinton, (herein "City") and Stoyko's Tree Service, LLC (herein "Contractor").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the City in writing, the Contractor shall provide the City with the labor, materials and equipment for the removal of trees as specified in the Proposal and Scope of Work submitted to the City. The Contractor shall provide the City, as applicable, with the services and other work outlined. Contractor agrees to provide all labor and services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. Contractor agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described, and Contractor's approved bid response, or by further scope of work which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Contractor work performed without a City approved written proposal services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Contractor, based upon City approved proposals submitted by the Contractor, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Contractor in writing. The Contractor's bid response and the request for bid packet form a part of this Contract. All proposals for additional work submitted to the Contractor by the City for work may contain the following:

1.1 **Scope of Services** – The primary scope of services is as set forth in the City's request for bids and Contractor's bid. The parties may agree to additional services in accordance with this Contract. Each proposal for services shall contain a description, of work to be performed by the Contractor. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Contractor shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Contractor does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Contractor to provide optional services, the Contractor's proposal shall respond to the options requested, or provide reasons why the Contractor cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal. All work contemplated to complete the project shall be completed no later than December 31, 2025.

1.3 **Compensation** - Each proposal for services shall state the cost based on upon unit prices. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the City's request for proposal specifies otherwise.

1.4 **Signatures** - Contractor proposals for services under this agreement shall be signed and dated by the Contractor or an authorized representative of the Contractor (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City of Clinton by its City Administrator and a signature line for attestation by the City Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the City.

1.5 **Contract Documents** The Contract shall consist of the following documents, in this order of priority:

A. BID RESPONSE
B. REQUEST FOR BID
C. AGREEMENT
D. NOTICE OF AWARD
E. NOTICE TO PROCEED
F. ALL ADDENDA AND CHANGE ORDERS

2. **Compensation** - In consideration for the Contractor's provision of services under this agreement, the City agrees to compensate the Contractor for services rendered in accordance with the approved bid. No increases in the rates and charges set forth in the

proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Contractor, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed services or services not performed on a timely basis in accordance with the Contractor's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Contractor. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Contractor's favor.

3. **City Responsibilities** - City agrees to furnish Contractor with all current and available information for each project assigned to Contractor, along with any information necessitated by changes in work or services initiated by the City which may affect services rendered hereunder. Contractor shall notify City of all information it may require from City or other contractors and contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Contractor.

4. **Coordination of Work and Work Product** - Contractor shall coordinate all work with the City's designated representative for each project assigned to Contractor and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.

5. **Protection of Work, Property and Persons** - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and 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. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.

5.1. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and

maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Contractor will notify City of adjacent utilities when prosecution of the request for proposal may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.

5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Contractor will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.4 The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the project would cause any activity by Contractor or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to contractors having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **Insurance Requirements** - Contractor shall purchase and maintain such insurance as will protect if from claims set forth below which may arise out of, or result from the Contractor's work, whether such execution be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

6.1 **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

6.2 **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.

6.3 **Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.

6.4 **Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least $517,306.00 per person and $3,448,710.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.5 **Automobile Coverage** - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:

a) Contractor's own automobiles and trucks,
b) Hired automobiles and trucks, and
c) Automobiles and trucks not owned by the Contractor.

The insurance shall cover the use of the above mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 **Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least $517,306.00 per person and $3,448,710.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.7 **Excavation or Underground Construction** – NOT APPLICABLE

6.8 **Subcontractor** - The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of subcontractor employed by the Contractor. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City.

7. **Indemnification** - Failure of Contractor or subcontractor to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Contractor's obligations to maintain such insurance coverage and Contractor shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Contractor, its agents, employees, or its subcontractors. In addition, any and all claims against the City or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 benefits act. Further, Contractor shall hold City harmless from any failure by Contractor to complete their work in compliance with all applicable local, state and federal regulations.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Contractor's proposal for services, the Contractor shall not delegate or subcontract any work to be performed by the Contractor under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

8.1 The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

8.2 The Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and give the Contractor the same power in regards to terminating any subcontract that the City may exercise over the Contractor under any provision of this Agreement.

8.3 All subcontractors shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to said requirements.

9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Contractor agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.

11. **City Authorization** - When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City Administrator, as the context requires. Authorization by the City shall mean written instruction from the City Council or City Administrator. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City Administrator. In this regard, it is understood and agreed that the Contractor shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved in writing. When the term City's representative is used, it shall mean the City Administrator.

12. **Period of Services and Termination** – Work to be completed no later than December 31, 2025. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. It is further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Contractor shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor upon not less than seven (7) days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Prevailing Wage** – NOT APPLICABLE

14. **Liquidated Damages** - If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then the Contractor will pay to the City two hundred fifty dollars ($250.00) for each calendar day that the Contractor shall be in default after the time stipulated in the approved proposal.

15. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

16. **Certification of Lawful Presence / Work Authorization** - Contractor will complete the required certifications of lawful presence and, if the project is to exceed $5,000.00, shall complete and return the Work Authorization Certification attached hereto. Contractor shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or SubContractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

17. **Nature of Relationship** - Contractor herein is an independent contractor and shall not act as an agent for the City, nor shall Contractor be deemed to be an employee of the City for any purposes whatsoever. The Contractor shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

18. **Conflict of Interest** - Contractor hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of this Agreement neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict. Contractor shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

19. **Performance, Payment and Maintenance Bonds** – NOT APPLICABLE

20. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder. This Agreement shall be binding on the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CONTRACTOR

Jimmy Allain

BY: Jimmy Allain
TITLE:

DATE: 10-17-25

CITY OF CLINTON

Carla Moberly

BY: Carla Moberly
MAYOR

DATE: October 8, 2025

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

✓ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

____ 2. I do not have the above documents, but provide an affidavit (copy attached), which may allow for temporary 90 day qualification.

____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Jimmy Allain 10-17-25
Applicant Date

Jimmy Allain
Printed Name

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF $5,000.00)

State of Missouri)
)SS.
County of _____)

My name is Jimmy Allain. I am an authorized agent of Stokes Tree Service (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Jimmy Allain 10-17-25
Affiant Date

Jimmy Allain
Printed Name

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

_____
Notary Public

AFFIDAVIT

(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

10-17-25
Date

Jimmy Allain
Signature

27-0677717
Social Security Number
or Other Federal I.D. Number

Jimmy Allain
Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

_____
Notary Public

My Commission Expires:

City of Clinton MISSOURI

NOTICE TO PROCEED

Date of Issuance:	October 24, 2025
Owner:	City of Clinton, Missouri
Project:	Englewood Cemetery Tree Removal Project
Contract:	Contractor Master Services Agreement for Tree Removal Project – Englewood Cemetery
Contractor:	Stoyko's Tree Service, 451 SW 1251st Road, Holden MO 64040-9225

You are notified that Contract Times under the above CONTRACT will commence to run on **November 1, 2025**. You may start performing all obligations under the Contract Documents no earlier than **November 1, 2025**. The date of completion shall be no later than **December 31, 2025,** unless subsequent change orders extend the completion date.

Before you may start any Work at the Site, you must conduct a Pre-Project Meeting at Englewood Cemetery with Cemetery Sexton John Wilson.

Owner: City of Clinton

By: Christina A. Maggi

Christina A. Maggi, City Administrator

CHANGE ORDER NO. 01

Sheet No. **1 of 2**

To: **Stoyko's Tree Service** Project: **Englewood Cemetery Tree Removal Project**

You are hereby directed to do the following work:

1. Description and Reason for Change (Attach Supplemental Sheets if Required)

To remove an additional twelve (12) trees, as identified on the attached sheet.

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) PRICE	(H) AMOUNT OF CHANGE ORDER	(I) REVISED PRICE
		Tree removal				$30,000	$14,900	$44,900

3. Settlement for Cost of the above Change to be made as Noted:

NOT APPLICABLE

1. CONTRACT AMOUNT		$ 30,000.00	The Terms of Settlement outlined above are hereby agreed to.
2. CHANGE WITH THIS ORDER	$ 14,900.00		STOYKO'S TREE SERVICE
3. OVERRUN PREVIOUS	$ 0.00		CONTRACTOR
4. TOTAL CHANGE TO DATE		$ 14,900.00	by: Jimmy Allain (Signature) 10-24 (Date)
5. REVISED CONTRACT TOTAL		$ 44,900.00	

Christina A. Maggi
APPROVAL BY CITY OF CLINTON

10/24/2025
DATE

CHANGE ORDER NO. 02

Sheet No. **1 of 2**

To: **Stoyko's Tree Service** Project: **Englewood Cemetery Tree Removal Project**

You are hereby directed to do the following work:

1. Description and Reason for Change (Attach Supplemental Sheets if Required)

To remove an additional ten (10) trees, as identified on the attached sheet.

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) PRICE	(H) AMOUNT OF CHANGE ORDER	(I) REVISED PRICE
		Tree removal				$44,900	$24,900	$69,800

3. Settlement for Cost of the above Change to be made as Noted:

NOT APPLICABLE

1. CONTRACT AMOUNT		$ 30,000.00	The Terms of Settlement outlined above are hereby agreed to.
2. CHANGE WITH THIS ORDER	$ 24,900.00		STOYKO'S TREE SERVICE
3. CHANGE WITH PREVIOUS ORDER	$ 14,900.00		CONTRACTOR
4. TOTAL CHANGE TO DATE		$ 39,800.00	by: Jimmy Allen Signature 11-6 Date
5. REVISED CONTRACT TOTAL		$ 69,800.00	

Christina A. Maggi
APPROVAL BY CITY OF CLINTON

11/05/2025
DATE

CHANGE ORDER NO. 03

Sheet No. **1 of 2**

To: **Stoyko's Tree Service** Project: **Englewood Cemetery Tree Removal Project**

You are hereby directed to do the following work:

1. Description and Reason for Change (Attach Supplemental Sheets If Required)

Expand the scope of work to include tree clearing on Calvird Dr.

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) PRICE	(H) AMOUNT OF CHANGE ORDER	(I) REVISED PRICE
		Tree removal				$69,800	$ 3,000	$72,800

3. Settlement for Cost of the above Change to be made as Noted:

NOT APPLICABLE

1. CONTRACT AMOUNT		$ 30,000.00	The Terms of Settlement outlined above are hereby agreed to:
2. CHANGE WITH THIS ORDER	$ 3,000.00		STOYKO'S TREE SERVICE
3. CHANGE WITH PREVIOUS ORDER	$ 39,800.00		CONTRACTOR
4. TOTAL CHANGE TO DATE		$ 42,800.00	by: Jimmy Allen 11-25-25
5. REVISED CONTRACT TOTAL		$ 72,800.00	Signature Date

Christina L. Maggi
APPROVAL BY CITY OF CLINTON

11/25/2025
DATE

CHANGE ORDER NO. 04

Sheet No. **1 of 2**

To: **Stoyko's Tree Service** Project: **Englewood Cemetery Tree Removal Project**

You are hereby directed to do the following work:

1. Description and Reason for Change (Attach Supplemental Sheets if Required)

   Add Tree # 160 to the removal list.

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) PRICE	(H) AMOUNT OF CHANGE ORDER	(I) REVISED PRICE
		Tree removal				$72,800	$ 2,250	$75,050

3. Settlement for Cost of the above Change to be made as Noted:

   NOT APPLICABLE

1. CONTRACT AMOUNT		$ 30,000.00	The Terms of Settlement outlined above are hereby agreed to.
2. CHANGE WITH THIS ORDER	$ 2,250.00		STOYKO'S TREE SERVICE
3. CHANGE WITH PREVIOUS ORDER	$ 42,800.00		CONTRACTOR
4. TOTAL CHANGE TO DATE		$ 45,050.00	by: Jimmy Allen 12/19/25
5. REVISED CONTRACT TOTAL		$ 75,050.00	Signature Date

Christina A. Maggi 12/11/2025

APPROVAL BY CITY OF CLINTON DATE

CHANGE ORDER NO. 05

Sheet No. 1 of 1

To: Stoyko's Tree Service Project: Englewood Cemetery Tree Removal Project

You are hereby directed to do the following work:

1. Description and Reason for Change (Attach Supplemental Sheets if Required)

Due to an increase in the number of tree removals included in this contract, the contract completion date is extended from December 31, 2025, to February 27, 2026.

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) PRICE	(H) AMOUNT OF CHANGE ORDER	(I) REVISED PRICE
		NA				$ 0.00	$ 0.00	$ 0.00

3. Settlement for Cost of the above Change to be made as Noted:

NOT APPLICABLE

1. CONTRACT AMOUNT		$ 30,000.00	The Terms of Settlement outlined above are hereby agreed to.
2. CHANGE WITH THIS ORDER	$ 0.00		STOYKO'S TREE SERVICE
3. CHANGE WITH PREVIOUS ORDER	$ 45,050.00		CONTRACTOR
4. TOTAL CHANGE TO DATE		$ 45,050.00	by: Jimmy Allen (Signature) 12-30-25 (Date)
5. REVISED CONTRACT TOTAL		$ 75,050.00	

Christina A. Maggi
APPROVAL BY CITY OF CLINTON

12/29/2025
DATE