RESOLUTION NO. 18 -2026

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND TRENARY TREE CARE, LLC FOR TREE REMOVAL ON CITY OF CLINTON STREET RIGHTS-OF-WAY, ARTESIAN PARK AND OTHER PUBLIC PROPERTIES.

WHEREAS, the City of Clinton was approved for a Missouri Department of Conservation grant to remove trees on street rights-of-way, at Artesian Park and other public properties; and

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

WHEREAS, Trenary Tree Care, 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 Trenary Tree Care, LLC (Exhibit A), in an amount not to exceed Twenty-five Thousand Six Hundred Fifty Dollars and Zero Cents ($25,650.00), 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 15th day of September, 2026.

Carla Moberly

Carla Moberly, Mayor

ATTEST

Wendee Seaton

Wendee Seaton, City Clerk

THE CITY OF CLINTON MISSOURI
GREAT PEOPLE, BY NATURE

CONTRACTOR MASTER SERVICES AGREEMENT
FOR
TREE REMOVAL PROJECT – CITY RIGHTS-OF-WAY & ARTESIAN PARK

THIS AGREEMENT dated this 18th day of September, 2026 by and between the City of Clinton, (herein "City") and Trenary Tree Care, 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, 2026.

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	CITY OF CLINTON
Tracy Tree Care LLC	
BY: Skyler Tracy	BY: Carla Moberly
TITLE: Owner	Mayor
DATE: 2-18-26	DATE:

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

CONTRACTOR	**CITY OF CLINTON**
_____	Carla Moberly
BY:	BY: Carla Moberly
TITLE:	Mayor
DATE: _____	DATE: 9/18/26

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.



Applicant

9-18-20

Date

Jaylevi Tinney

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri Kansas)
)SS.
County of Franklin)

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.

9-18-24
Date

Signature

85-3677234
Social Security Number
or Other Federal I.D. Number

Jay Lee Treary
Printed Name

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

Shelby L. Richardson
Notary Public

NOTARY PUBLIC - State of Kansas
SHELBY L. RICHARDSON
My Appt. Exp. 10/17/27

My Commission Expires: 10/17/2027

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

State of Missouri Kansas)
)SS.
County of Franklin)

My name is Jay Levi Tenney. I am an authorized agent of Tenney Tree Care LLC (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.

Affiant 9-18-26 Date

Jay Levi Tenney
Printed Name

Subscribed and sworn to before me this 18 day of September, 2026.

NOTARY PUBLIC - State of Kansas
SHELBY L. RICHARDSON
My Appt. Exp. 10/17/27

Shelby L. Richardson
Notary Public

City of Clinton MISSOURI

VENDOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

Wednesday, September 2, 2026 at 10:00 AM

Tree Removal Project – City Rights-of-Way and Artesian Park

Statement of Intent

The City intends to spend $40,000 on the removal of trees. Additional tree removal, in excess o$40,000, may be considered.

Scope of Work

Trees to be Considered for Removal (stump grinding excluded)

- Provide a bid price for each individual tree listed on the attached itemized form. Initial each page.
- 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, 2026, through December 31, 2026.** *NOTE: Tree removal can only occur between November 1, 2026, and March 31, 2027, 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.

Sealed bids, including the attached itemized tree form and 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.gov 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.

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, 2026 and/or after March 31, 2027, will be ineligible for payment

SIGNATURE

Name/Company: Trenay Tree Care LLC

Phone #: 785 727 5789

Email: trenaystreecare@gmail.com By: _____
(Authorized Representative)

Date: 8-31-26

Tree Removal Project - City Rights-of-Way Artesian Park

STREET RIGHTS-OF-WAY

ID #	COMMON NAME	ADDRESS	STREET	DBH	LAT	LONG	BID PRICE
1	ash	602	Clover Dr	14	38.364811	-93.765269	$ 350
2	ash	300	E Bodine Ave	44	38.360184	-93.773044	2[illegible]
3	ash	304	E Bodine Ave	26	38.360179	-93.772378	[illegible]
4	ash	620	E Bodine Ave	16	38.359972	-93.765733	[illegible]
5	ash	620	E Bodine Ave	16	38.35997	-93.765515	[illegible]
6	ash	1100	E Franklin St	20	38.359987	-93.758733	[illegible]
7	ash	208	E Walnut St	45	38377140	-93.772976	2 50
8	ash	300	N Main St	32	38.373288	-93.776004	1400
9	ash	300	N Main St	18	38.373311	-93.776004	450
10	ash	300	N Main St	32	38.373337	-93.776004	1400
11	ash	300	N Main St	18	38.373368	-93.776004	450
12	ash	255	N Main St	18	38.37331	-93.776146	450

Initial [illegible]

Tree Removal Project - City Rights-of-Way Artesian Park

ID #	COMMON NAME	ADDRESS	STREET	DBH	LAT	LONG	BID PRICE
13	ash	310	N Price Ln	13	38.375823	-93.757949	
14	ash	805	S Main St	17	38.361754	-93.776984	
15	ash	1107	S Water St	30	38.354163	-93.779931	
16	ash	207	Tebo St	29	38.361471	-93.785619	
17	ash	305	W Ohio St	24	38.367042	-93.780002	
18	ash	724	W Rogers St	27	38.359631	-93.787374	
19	ash	720	W Rogers St	14	38.35963	-93.787777	
20	ash	302	W Wilson St	16	38.364517	-93.779664	
21	ash	301	E Elm St	30	38.375401	-93.771861	
22	ash	301	E Elm St	26	38.375401	-93.771793	
23	ash	301	E Elm St	24	38.375401	-93.771504	

Initial

Tree Removal Project - City Rights-of-Way Artesian Park

ARTESIAN PARK

ID #	COMMON NAME		LOCATION	DBH	LAT	LONG	BID PRICE
1	ash		By shop	26	38.214029	-93.470875	450
2	ash		By parking lot	21	38.214366	-93.472005	400
3	ash		By parking lot (new tree)	14	38.214231	-93.472016	300
4	ash		By parking lot (new tree)	24	38.214226	-93.472021	400
5	ash		By tables	22	38.213985	-93.471921	500
6	ash		By disc golf	30	38.213922	-93.471832	1000
7	ash		By pool parking lot	32	38.214294	-93.471189	600
8	ash		By no trespassing sign	28	38.214796	-93.472240	1000

Total- $5,450

Initial

City of Clinton MISSOURI

REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

Wednesday, September 2, 2026 at 10:00 AM

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

Tree Removal Project – City Rights-of-Way and Artesian Park

Statement of Intent

The City intends to spend $40,000 on the removal of trees. Additional tree removal, in excess of $40,000, may be considered.

Scope of Work

Trees to be Considered for Removal (stump grinding excluded)

- See attachment to Vendor Bid Form for locations of trees to be considered for removal.
- 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.7
- **The contract period for this project shall be November 1, 2026, through December 31, 2026.** *NOTE: Tree removal can only occur between November 1, 2026, and March 31, 2027, 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. City will provide permit at no cost.
- Bid shall include all labor, materials, equipment and clean-up.

Submittal of Bids

Bids will be accepted until **10:00 a.m., Wednesday, September 2, 2026**. 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.gov 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., Wednesday, September 2, 2026.**

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 TJ Williams, Street Supt., (660) 885-4362, with questions related to Street ROW trees. Contact John McClendon, P&R Maintenance Supervisor, (660) 525-4114, with questions related to Artesian Park 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

Invoices may be submitted every two (2) weeks for work completed.

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

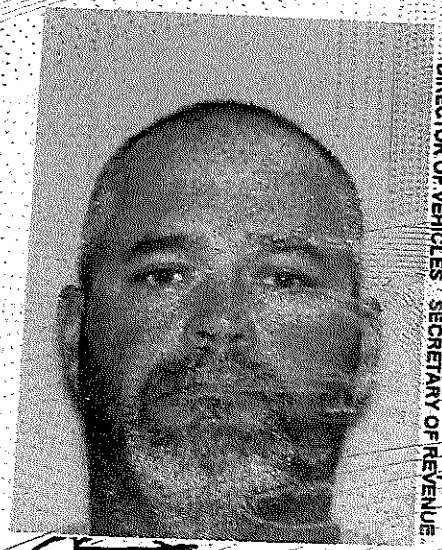
Work shall begin no earlier than November 1, 2026, and be completed no later than December 31, 2025.

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, 2027, per federal bat guidelines.**

KANSAS

COMMERCIAL DRIVER'S LICENSE

USA
KS



DIRECTOR OF VEHICLES SECRETARY OF REVENUE

4d LIC. NO. K00-64-3886
4a ISS 07/17/2025
3 JT93 DOB 06/13/1983
4b EXP 06/13/2030
1 TRENARY
2 JAY LEVI
8 1341 OSBORNE RD
POMONA, KS 66076-8912

9 DL CLASS
CDL CLASS A
9a END NONE
12 REST NONE
15 SEX M
16 HGT JT93 5'-11"
17 WGT 235 lb
18 EYES GRN

06/13/1983

5 DD 81981347013
TJ25198M3013FH

♥ DONOR



NOTICE OF AWARD

Date:	September 17, 2026
Owner:	City of Clinton, Missouri
Project:	Tree Removal
Contract:	Tree Removal Project – City Rights-of-Way & Artesian Park
Contractor:	Trenary Tree Care, LLC, Ottawa, KS

TO TRENARY TREE CARE:

You are notified that the City of Clinton has accepted your Bid, submitted August 31, 2026 for the above Contract, and that you are awarded a Contract for:

Tree Removal Project – City Rights-of-Way & Artesian Park

The Contract Price of the awarded Contract is:

Twenty-Five Thousand Six Hundred Fifty Dollars and Zero Cents
($25,650.00)

You must comply with the following conditions within **7 business days** of the date of receipt of this Notice of Award:

1. Return a signed copy of *Agreement, Certification of Individual Bidder* w/ copy of driver's license (or Affidavit) and *Work Authorization Certification*, to cmaggi@cityofclintonmo.gov

2. Provide Certificate of Insurance to cmaggi@cityofclintonmo.gov

Owner:

By: Christina A. Maggi
Christina A. Maggi

Title: City Administrator

cc: Owner and Contractor

NOTICE TO PROCEED

Date:	October 9, 2026
Owner:	City of Clinton, Missouri
Project:	Tree Removal
Contract:	Tree Removal Project – City Rights-of-Way & Artesian Park
Contractor:	Trenary Tree Care, LLC, Ottawa, KS

TO TRENARY TREE CARE:

You are notified that Trenary Tree Care, LLC, may proceed with work no earlier than November 1, 2026:

You must comply with the following prior to starting work:

1. Obtain a City of Clinton business license.

Owner:

By: Christina A. Maggi
Christina A. Maggi

Title: City Administrator

cc: Owner and Contractor