

RE: RESOLUTION #2023-07 AUTHORIZING A CONTRACT WITH WRIGHT TREE SERVICES, INC. FOR POWER LINE TREE TRIMMING

Background:

This Resolution, if approved, will authorize the City Administrator to execute a three-year agreement with Wright Tree Services, Inc. for tree trimming services along Nixa Utilities power lines.

Analysis:

In addition to tree trimming work done by internal staff, Nixa has historically utilized services from a professional tree trimming company to assist with keeping our distribution lines free of tree limbs which cause outages as well as energy losses on the system. Our tree trimming contractor carries the bulk of this work throughout the year.

In past years, this service has been done on an hourly basis limited to the amount of funds authorized in the current budget for the year. This hourly rate process has become burdensome and at times, unreliable in tracking the contractor's progress. Though city staff does monitor contractors on a daily basis, full time oversight is not always possible. To solve this, staff modified the bids and contract to reflect prices based on specific work rather than just time spent. We believe this will be more efficient and provide for better oversight on our part to assure we are getting the services we've requested.

Attachments to this memo include a copy of the contract, signed by Wright Tree Services, Inc. along with a bid tabulation and evaluation totals.

On the surface, Wright Tree Services does not appear to be the lowest cost proposal but is the best quality proposal and one that we feel confident will give us the basics for the cost. The lowest proposal came from a company we had previously had problems with on an earlier contract. More specifically, we received quite a number of valid customer complaints that we had to go back and address which also adds to the expense. The second lowest bidder simply did not bid all of the items requested.

Wright Tree Services is a reputable contractor in this area is used by a number of local power companies with good success.

The agreement itself is for an initial period of three years with two, optional annual extensions. The contract also lists a not to exceed cost simply as an upper limit; it was calculated as if annual budget approvals throughout the agreement matched that for

2023. We will of course operated within what is actually budgeted and there is no guarantee for the total value of the contract.

Recommendation:

Staff recommends passage of the Resolution awarding the contract to Wright Tree Services, Inc. and authorizing the City Administrator to execute the contract.

MEMO SUBMITTED BY:

Doug Colvin | Assistant City Administrator, Director Nixa Utilities and Public Works
dcolvin@nixa.com | 417-725-2353

RESOLUTION NO. 2023-07

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH WRIGHT TREE SERVICES,**
3 **INC. FOR TREE TRIMMING SERVICES.**

4 _____
5
6 **WHEREAS** City staff have solicited proposals for Power Line Tree Trimming
7 Services; and

8
9 **WHEREAS** at the conclusion of the solicitation process, City staff determined that
10 Wright Tree Services, Inc., submitted the best proposal; and

11
12 **WHEREAS** City Council desires to authorize the execution of the Contract,
13 attached hereto as "Resolution Exhibit A," for the purpose described therein.

14
15 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
16 **NIXA, AS FOLLOWS, THAT:**

17
18 **SECTION 1:** The City Administrator, or designee, is hereby authorized to execute
19 the Contract attached hereto, and incorporated herein by this reference, as "Resolution
20 Exhibit A," with Wright Tree Services, Inc. Said Contract shall be in substantially similar
21 form as the document attached hereto as "Resolution Exhibit A."

22
23 **SECTION 2:** The City Administrator and the officers of the City are hereby
24 authorized to do all things necessary or convenient to carry out the terms and intent of
25 this Resolution.

26
27 **SECTION 3:** This Resolution shall be in full force and effect from and after its final
28 passage by the City Council and after its approval by the Mayor, subject to the provisions
29 of section 3.11(g) of the City Charter.

30
31
32 **ADOPTED BY THE COUNCIL THIS 13th DAY OF February, 2023.**

33
34 ATTEST:

35
36 _____
37 PRESIDING OFFICER

38 _____
39 CITY CLERK

40 **APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2023.**

41
42 ATTEST:

43
44 _____
45 MAYOR

46 _____
CITY CLERK

RESOLUTION NO. 2023-09

47

48 APPROVED AS TO FORM:

49

50

51 _____
CITY ATTORNEY

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.		
EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
<input checked="" type="checkbox"/> NEW CONTRACT <input type="checkbox"/> ADDENDUM NO. __		
CITY		CONTRACTOR
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Brian Denney Dept: Electric Email: bdenney@nixa.com		Name: Wright Tree Service Address: 5930 Grand Ave. West Des Moines, IA 50266 Phone: 888-972-5930 Attn: Jerry Black Email: jblack@wrighttree.com

CONTRACT FOR TREE TRIMMING SERVICES

THIS CONTRACT FOR TREE TRIMMING SERVICES (“Contract”) is made and entered into upon its execution by the parties identified above.

WHEREAS the City, after conducting a Request for Proposal solicitation process, referenced as RFP-060-2022/Electric desires to engage Contractor to perform certain services; and

WHEREAS the City desires to engage Contractor to perform such services under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. **Services.** The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor’s profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

2. **Addition to Services.** The City may add to the Contractor’s services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

3. **Exchange of Data.** All information, data, and reports in the City’s possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall

cooperate with each other in every possible way in the carrying out of the Services.

4. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City.

5. Term. This Contract is for a period of three (3) years and shall terminate on 12/31/2025.

a. Renewals The term of this Contract may be extended two times by the City, at the City's sole option, beyond the original term, for a fixed term of no more than one year per extension, provided that:

1. The terms of the extension are in writing;
2. The extension is executed by the Contractor and City; and City funds are appropriated for such purpose.

6. Payment.

a. Conditioned on acceptable performance. Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor in accordance with the rate set forth in Exhibit B, which shall constitute full and complete compensation for the Contractor's work provided. No partial payment to the Contractor shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and Contract by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

b. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$1,185,000.00 for the three-year contract term.**

7. Termination.

a. Termination for breach. Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

b. Termination for Convenience. Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

c. **Non-appropriation.** This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any year during the term of this Contract.

d. **Documents, reports, and data to be provided to City.** In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor related to this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Contractor.

8. **City's Right to Proceed.** In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. **Confidentiality.** Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

10. **Conflict of Interest.** Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.

11. **Assignment.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

12. **Nondiscrimination.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-

300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

14. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract. The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 10 days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract. As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

Workers' Compensation – Statutory coverage per RSMo. 287.010 et seq.
Employer's Liability – \$1,000,000.00.

a. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and blasting if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional

insured on such insurance policy, including the City as an additional insured for coverage under its products- completed operations hazard, and said policy shall be primary and noncontributory.

b. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at Three Million Two Hundred Fifty-Eight Thousand Three Hundred Sixty-Eight and no/100 Dollars (\$3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty-Eight Thousand Seven Hundred Fifty-Five and no/100 Dollars (\$488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

c. Owner's and Contractor's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty-Eight Thousand Three Hundred Sixty-Eight and no/100 Dollars (\$3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty-Eight Thousand Seven Hundred Fifty-Five and no/100 Dollars (\$488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Contractor's Protective Liability Insurance must:

1. Be a separate policy with the named insured being: The City of Nixa, Missouri; and
2. Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
3. Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

d. Subcontracts. In case any or all of the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

e. Notice. The Contractor and/or subcontractor shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.

f. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage

shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

15. Contractor's responsibility for subcontractors. 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 Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

16. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

18. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a. This Contract
- b. Scope of Work (Exhibit A)
- c. Fee Schedule (Exhibit B)
- d. Prevailing Wage Order (Exhibit C)

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provisions contained in the Contract shall control followed by Exhibit A, then Exhibit B, then Exhibit C.

19. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

- a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
- b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown above. The

date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

21. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the Services for a period of three (3) years after final payment.

22. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

23. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

24. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

25. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

Remainder of page intentionally left blank. Signature Page follows.

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITY OF NIXA, MISSOURI

Jimmy Liles, City Administrator

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

CONTRACTOR

Wade Myers

Wade Myers

Printed Name

President

Title

Date: 02/06/2023

ATTEST:



Laura Hayes

Laura Hayes
Printed Name

Contract Administrator
Title

SCOPE OF WORK

The Scope of Work for the Tree Trimming/Vegetation Management Services shall consist of all labor, equipment, transportation, and other means necessary to perform vegetation pruning and removal services in support of the safe and reliable operation of City of Nixa Utilities.

Work is located in areas that are within the City of Nixa's service territory and is to be performed in accordance with the specifications contained herein. Work may be located along/within rights-of-way, easements, or private property and may be located in areas that are not readily accessible. Work under this contract will primarily support the City of Nixa's Electric Utility, but work will also occur on other City of Nixa owned properties or in support of other utility systems.

Vegetation pruning and removal services may include, but are not limited to, the following:

1. Detailed knowledge of proper pruning techniques, removals, and basal treatment.
2. Property owner notification and coordination.
3. Reporting on completed work to City of Nixa personnel.
4. Correction of inspected work to ensure specifications have been met.
5. Treating stumps of removed trees and brush to prevent re-sprouting.
6. Remove encroaching, interfering and overhanging trees and/or tree limbs above energized conductors up to and including 69kv. Majority of vegetation clearing will be in adjacent to single-phase, 7200kv and three-phase, 12470kv energized conductors.
7. Complete electrical vegetation management work assigned by Nixa Utilities Electric Superintendent or designee.
8. **Climber Requirement**-The awarded vendor must have a climber and/or a backyard machine.
9. **Working Day Schedule**-The awarded vendor will agree to work the scheduled hours, same as City of Nixa staff.
 - Monday - Friday
 - Holidays off (as scheduled by the City)
 - Summer hours (7:00AM - 3:30PM)
 - Winter hours (7:30AM - 4:00PM)
10. **EHAP**-The awarded vendor must have EHAP (Electrical Hazards Awareness Program) training. If awarded vendor has not completed and can provide documentation of EHAP training, the vendor must agree to participate in EHAP training provided by the City. The awarded vendor must also agree to participate in various training meetings throughout the year, given by City staff.
11. **Safety**-Personnel safety is a top priority for Nixa Utilities. All applicable OSHA, ANSI and, American Public Power Association (APPA) Section 508 standards shall be followed while performing contract work on behalf of Nixa Utilities. Contractor shall follow Minimum Approach Distance regulations.
12. **PPE**-At all times while on jobsite:
 - Work boots
 - Hard hat
 - Safety glasses
 - Chaps required when using chainsaw on ground
 - Ear protection required when using chainsaw or chipper or other loud equipment
 - High Visibility wear when working on or near roadways
 - FR clothing shall be utilized when applicable
13. **Communication and Reporting**-Crew Supervisor shall make oneself available to meet weekly to review progress of work projects and crew performance. Crew Leader shall report details of work progress and completion of work projects to Nixa Utilities Contractor Supervisor or designee. Completed work orders shall be turned in daily to Nixa Utilities office reception located at 1111 W. Kathryn. Contractor shall make available phone numbers for Crew

Supervisor and Crew Leader. Phone numbers shall have ability to make and receive voice calls and send/receive text messages.

14. **Workmanship**-Contractor shall employ only workers who are competent to perform the work assigned to them and who are adequately trained and experienced. ANSI Z-133 Pruning standard shall be followed as stated to: Provide clearance, such as to: Ensure safe and reliable utility services.
15. **Contractor caused outages**-In the event Contractor causes a power outage, work shall be stopped, and Nixa Utilities Superintendent or his designee shall be notified immediately. In the event of property damage or personal injury, a detailed written report shall be submitted to Nixa Utilities within 24 hours. The written report shall include a description of the incident, names and contact information of all individuals involved and, photographs of the area and resulting damage.
16. **Conduct**-Conduct listed below shall be followed at all times:
 - The Contractor and it's employees are representing the City of Nixa and shall conduct themselves to the highest ethical standards at all times.
 - No smoking or vaping on customer's private property.
 - No coarse talk, vulgar speech or similar gestures are allowed.
 - Respectful behavior towards all public and property.
 - Professional and courteous behavior shall be demonstrated when conversing with public.
17. **Attire**-Attire listed below shall be followed at all times:
 - No sleeveless or "cut off" shirts or tank tops shall be worn.
 - No shorts or "cut off" pants or pants with large holes or tears shall be worn.
 - No clothing that is vulgar, political or otherwise objectionable shall be worn.
 - Contractor provided company uniforms and/or Hi-Viz Safety Vest or Safety Green short sleeve, or long sleeve shirts are appropriate work wear.
18. **Job site setup**-Contractor Crew shall setup safe work zones that notify public of work being performed and keep Contractor and public safe during work being performed.
19. **Equipment breakdown**-Contractor shall not invoice Nixa Utilities for hours while equipment is in non-working order. Invoices received for non-working equipment hours shall be denied.
20. **Property damage**-Contractor shall be responsible for any and all property damage caused by contractor and its employees including but not limited to yard, home, outbuildings, fence, adjacent trees, etc. If property damage occurs of any kind, nature or value, contact shall be made immediately with property owner and the Nixa Utilities Contractor Supervisor or designee.
21. **Emergency availability and release**-The contractor shall make available crew(s) for emergency work, as determined by Nixa Utilities, either day or night in the event of major power outages and/or excessive storm damage. In the event excessive storm damage and/or major power outages occurs elsewhere, Nixa Utilities and Contractor shall coordinate suspended operations if the Contractor is needed elsewhere.
22. **Weather**-Effort will be made by Nixa Utilities Contractor Supervisor to notify Crew Supervisor and/or Crew Leader of inclement weather conditions that are unsafe or unproductive to perform vegetation management work Two Hours Before Start Time of workday as to avoid unnecessary commute by Contractor crew members. Contractor shall otherwise make crew ready and available for normal work on normal working days and perform designated work as normal. If no work is performed by Contractor, no hours shall be invoiced. If a partial workday occurs under approval of Nixa Utilities Contractor Supervisor, Contractor shall invoice for hours worked only. No stand-by or show-up time shall be paid to Contractor. Invoices received for non-working hours shall be denied.
23. **Finished product**-All stumps of brush and trees are to be cut as low to ground level as possible with in reasonable consideration of adjacent landscape, dirt, rocks, metal, fencing or other non-wood organic material.
 - All stumps of brush and trees are to be treated with chemical by a properly trained and licensed applicator or properly trained worker under supervision of a licensed herbicide applicator. Stump treatment, basal bark treatment and foliar treatment

chemical is provided by Nixa Utilities. Quality applications shall be made as to achieve a minimum 95% kill rate.

Customer properties shall be left in same or better than condition when work is completed. This includes but is not limited to: landscape features, bird feeders, other trees and plants on property or adjacent properties, turf, fence, structures, sheds, outbuildings, vehicles, recreational equipment, etc. All debris from trees shall be removed from property including limbs and logs. Tree parts may only be left on property with property owner consent.

Contractor shall notify Nixa Utilities Contractor Supervisor of these occurrences. No debris shall be left overnight unless consent is given by property owner and Nixa Utilities Contractor Supervisor is notified.

All vegetation management regarding tree pruning, tree removal and herbicide application shall be done with Nixa Utilities best interests in mind.

All tree trimming shall follow the ANSI Standard Z-133.

The City of Nixa does not guarantee any amount of work will be awarded to any bidder. City of Nixa staff and the awarded vendor will work together to determine the appropriate number of crews that should be assigned to projects based on the projected workload and annual spending.

WORK PERFORMED UNDER THIS CONTRACT WILL BE BILLED USING UNIT PRICES WITH INVOICES SUBMITTED AFTER THE COMPLETION OF ASSIGNED WORK.

Prevailing Wage-The current Prevailing Wage Order is, Wage Order 29. The Contract for the service is for three years with possibly two - (1) year extensions, for a total of five years. The awarded vendor must know and follow the Wage Order in place during the duration of the contract.



Supplier Award

RFP-060-2022/E

Vegetation Management/Tree Removal

Award Date: 2/2/23

Wright Tree Service, Inc.

Contact Information

Contact: Stephanie Ewing
Address: Purchasing
715 W. Mt. Vernon St.
Nixa, MO 65714
Phone: (417) 449-0555
Email: sewing@nixa.com

Ship To Information

Contact: Brian Denney
Address: Electric
1111 Kathryn Street
Nixa, MO 65714
Phone: (417) 725-2353

Wright Tree Service, Inc.

Contact: Afton Stanko

Address: 5930 Grand Ave.

West Des Moines, IA 50266

Phone: (888) 972-5930

Email: astanko@wrighttree.com

Award Lines

1	Transmission Side Trim	Quantity: <u> 1 </u> UOM: <u>Unit Price</u>	Unit price: <input type="text" value="\$355.21"/>	Total: <input type="text" value="\$355.21"/>
Item Note: Prices shall include all necessary tools, material and equipment for completing line clearance tree pruning, tree removal and rigging, debris removal and haul off and herbicide applications.				
2	Distribution Side Trim	Quantity: <u> 1 </u> UOM: <u>Unit Price</u>	Unit price: <input type="text" value="\$383.74"/>	Total: <input type="text" value="\$383.74"/>
Item Note: Prices shall include all necessary tools, material and equipment for completing line clearance tree pruning, tree removal and rigging, debris removal and haul off and herbicide applications.				
3	Distribution V-Trim	Quantity: <u> 1 </u> UOM: <u>Unit Price</u>	Unit price: <input type="text" value="\$374.88"/>	Total: <input type="text" value="\$374.88"/>
Item Note: Prices shall include all necessary tools, material and equipment for completing line clearance tree pruning, tree removal and rigging, debris removal and haul off and herbicide applications.				
4	Severe Overhang Trim	Quantity: <u> 1 </u> UOM: <u>Unit Price</u>	Unit price: <input type="text" value="\$659.90"/>	Total: <input type="text" value="\$659.90"/>
Item Note: Prices shall include all necessary tools, material and equipment for completing line clearance tree pruning, tree removal and rigging, debris removal and haul off and herbicide applications.				
5	Secondary Trim	Quantity: <u> 1 </u> UOM: <u>Unit Price</u>	Unit price: <input type="text" value="\$180.73"/>	Total: <input type="text" value="\$180.73"/>
Item Note: Prices shall include all necessary tools, material and equipment for completing line clearance tree pruning, tree removal and rigging, debris removal and haul off and herbicide applications.				
6	Street Light/Service Wire Trim	Quantity: <u> 1 </u> UOM: <u>Unit Price</u>	Unit price: <input type="text" value="\$223.27"/>	Total: <input type="text" value="\$223.27"/>
Item Note: Prices shall include all necessary tools, material and equipment for completing line clearance tree pruning, tree removal and rigging, debris removal and haul off and herbicide applications.				
7	Trim Service	Quantity: <u> 1 </u> UOM: <u>Unit Price</u>	Unit price: <input type="text" value="\$225.66"/>	Total: <input type="text" value="\$225.66"/>
Item Note: Prices shall include all necessary tools, material and equipment for completing line clearance tree				

pruning, tree removal and rigging, debris removal and haul off and herbicide applications.

8 Brush Removal (per 500 sq ft)

Quantity: 1 UOM: Unit Price Unit price: Total:

Item Note: Prices shall include all necessary tools, material and equipment for completing line clearance tree pruning, tree removal and rigging, debris removal and haul off and herbicide applications.

9 Brush Basal (per 500 sq ft)

Quantity: 1 UOM: Unit Price Unit price: Total:

Item Note: Prices shall include all necessary tools, material and equipment for completing line clearance tree pruning, tree removal and rigging, debris removal and haul off and herbicide applications.

10 Tree Removal 6.1" - 12" DBH TR1

Quantity: 1 UOM: Unit Price Unit price: Total:

Item Note: Prices shall include all necessary tools, material and equipment for completing line clearance tree pruning, tree removal and rigging, debris removal and haul off and herbicide applications.

11 Tree Removal 12.1" - 18" DBH TR2

Quantity: 1 UOM: Unit Price Unit price: Total:

Item Note: Prices shall include all necessary tools, material and equipment for completing line clearance tree pruning, tree removal and rigging, debris removal and haul off and herbicide applications.

12 Tree Removal 18.1" - 24" DBH TR3

Quantity: 1 UOM: Unit Price Unit price: Total:

Item Note: Prices shall include all necessary tools, material and equipment for completing line clearance tree pruning, tree removal and rigging, debris removal and haul off and herbicide applications.

13 Tree Removal 24.1" - 30" DBH TR4

Quantity: 1 UOM: Unit Price Unit price: Total:

Item Note: Prices shall include all necessary tools, material and equipment for completing line clearance tree pruning, tree removal and rigging, debris removal and haul off and herbicide applications.

14 Tree Removal 30.1" + DBH TR5

Quantity: 1 UOM: Unit Price Unit price: Total:

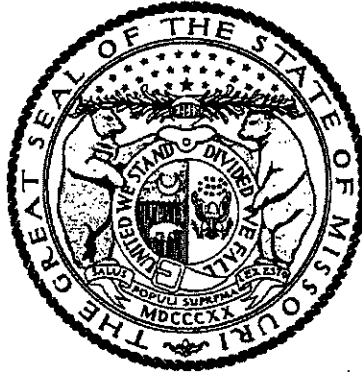
Item Note: Prices shall include all necessary tools, material and equipment for completing line clearance tree pruning, tree removal and rigging, debris removal and haul off and herbicide applications..

Award Total: \$11,991.00

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 022

CHRISTIAN COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2021**

Last Date Objections May Be Filed: **April 8, 2021**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	*\$21.00
Boilermaker	*\$21.00
Bricklayer	\$50.52
Carpenter	\$46.62
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$21.00
Plasterer	
Communications Technician	*\$21.00
Electrician (Inside Wireman)	\$43.29
Electrician Outside Lineman	*\$21.00
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$21.00
Glazier	\$38.20
Ironworker	\$62.18
Laborer	\$38.93
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$53.13
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$21.00
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	*\$21.00
Plumber	*\$21.00
Pipe Fitter	
Roofer	*\$21.00
Sheet Metal Worker	*\$21.00
Sprinkler Fitter	\$60.80
Truck Driver	*\$21.00
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for
CHRISTIAN County

Section 022

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	*\$21.00
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$21.00
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$42.01
General Laborer	
Skilled Laborer	
Operating Engineer	\$46.74
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$21.00
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.