



REQUEST FOR PROPOSAL RFP 01-26

This Document Contains the Following:

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The City of Richmond, Missouri, will accept bids from qualified contractors interested in providing the following:

Parks Tree Removal & Trimming

BIDS MUST BE RECEIVED BY:

3:00p.m – Monday, November 24, 2025

Please mark your bid “Bid 01-26 Parks Tree Removal & Trimming” and return it to:

City of Richmond
Attn: Saige Mason City Clerk
205 Summit Street
Richmond, MO 64085

For more information during business hours (M-F 8:00am-4:30pm), contact

Saige Mason, City Clerk: 816-776-5304, ext. 1103 or cityclerk@cityofrichmondmo.org

PART I: INVITATION TO BID AND SCOPE OF WORK

The City of Richmond hereby requests proposals for tree trimming, tree removal, and stump removal at Maurice Roberts Park, located at 900 East Main Street, and Charles Armour Park at 1013 West Royle Street, Richmond, Missouri 64085. Specifications shall include, but are not limited to:

Tree and Stump Removal:

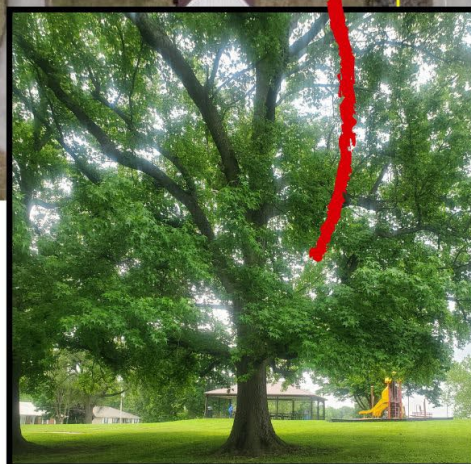
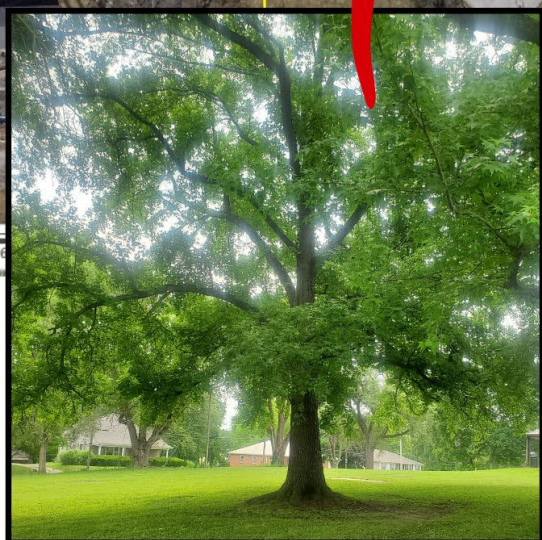
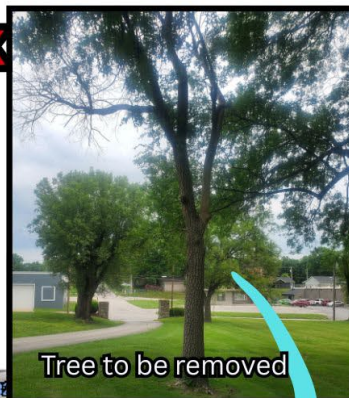
- **Total removal of one (1) tree, marked in teal, within Maurice Roberts Park**
 - Tree stump will be removed or ground to below grade, and the area backfilled for seeding.

Tree Trimming and Maintenance:

- **Pruning and tree trimming maintenance of three (3) individual trees within Maurice Robert Park.**
 - Pruning shall include removal of dead, diseased, or broken branches and trimming that would reduce overall weight and improve structural integrity, specifically involving the removal of several large, heavy branches from most of the trees, especially the limbs on the bottom of the trees.
 - The tree located adjacent to the (Northwest) play structure requires a structural and safety trim. This includes the removal of most branches overhanging the play structure and shelter to ensure adequate clearance and mitigate falling hazard risk.
- **Pruning and tree trimming maintenance of three (3) individual trees within Charles Armour Park.**
 - Pruning shall include removal of dead, diseased, or broken branches and trimming that would reduce overall weight and improve structural integrity, specifically involving the removal of several large, heavy branches from most of the trees, especially the limbs on the bottom of the trees.
 - All vines present on the tree trunks must be completely removed.
- All removed trees, stumps, branches, etc. must be hauled off.

Maurice Roberts Park

Tree to be removed





PART II: INSTRUCTION TO BIDDERS

To submit a proposal, provide the following:

1. Completed and signed Bid Page (Part IV)
2. Bid Bond (Part III) (IF APPLICABLE)

General instructions to bidders:

1. Proposals should be submitted no later than Monday, November 24, 2025, by 3:00 p.m. to the City of Richmond, Missouri. Proposals should be clearly marked "Bid 01-26 Parks Tree Removal & Trimming". Proposals will be accepted via hand-delivery, mail, or e-mail.

Attn: Saige Mason, City Clerk
City of Richmond
205 Summit Street
Richmond, MO 64085

cityclerk@cityofrichmondmo.org

2. All inquiries regarding the scope should be directed to:

Haley Williams, Parks and Recreation Director
816-776-5304 ext. 1116
hwilliams@cityofrichmondmo.org

All inquiries regarding submitting a proposal should be directed to:

Saige Mason, City Clerk
816/776-5304, ext. 1103
cityclerk@cityofrichmondmo.org

3. Bid opening will occur at a later date. All bidders will be sent a bid tab after bid opening, and the selected bidder will be notified.
4. The project site will be available for inspection by Bidders; all bidders shall visit the project site before submitting a bid. Inspection of the project site must be scheduled and coordinated with Haley Williams, hwilliams@cityofrichmondmo.org, 816-776-5304 ext. 1116. Bidders visiting the project site shall be responsible for their own safety.
5. The City of Richmond is exempt from all sales tax. Exemption certificates will be furnished upon request.
6. The City of Richmond reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposals as may be deemed in the best interest of the City, in its sole discretion.

7. The City of Richmond reserves the right to accept single line items of the bid and to reject others.
8. Any submission may be withdrawn at any time prior to the time specified herein for the opening of submissions, but no submission may be withdrawn for a period of ninety (90) days thereafter.
9. The City of Richmond will not be liable for any costs that a bidder may incur in the preparation of or presentation of the proposal.
10. The City of Richmond shall not be obligated to return the bidder's proposal once submitted, whether the proposal is withdrawn or not.
11. The selected bidder shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.
12. The costs agreed to are to be firm and final. Underestimation of the complexity of the task will not warrant an increase in the price. Bidder should make any additional inquiries necessary to properly evaluate its compensation and prepare its bid proposal accordingly.
13. Any explanation desired by a bidder regarding the meaning or interpretation of the RFP must be requested in writing with sufficient time allowed for a reply to reach bidders before the deadline for submission.
14. The City of Richmond reserves the right to waive any informality, reject any or all proposals and/or cancel this RFP, all without any obligation to the City. The City shall select the bidder which, based upon its response to this RFP, is regarded to be the best qualified, responsible, and capable of performing the desired work in a timely fashion at the lowest price.
15. Once the bid has been approved by the City Council, the successful bidder will be notified of acceptance of the bid.

General instructions to the selected successful bidder:

The following must be submitted within fourteen (14) days of the Acceptance of Bid and prior to the commencement of work:

1. Signed Agreement (the Agreement's general terms and conditions are included in Part V). A formal Agreement will be sent to the successful bidder after Acceptance of Bid by City Council.
2. Certificates of Insurance (Part III)
3. If applicable, required bonds (Part III) (IF APPLICABLE)
4. Work Authorization Affidavit (Part V)
5. Occupational License Form and applicable fee (Part V)
6. W-9 (Part V)
7. Other licenses/permits required (IF APPLICABLE)

The following must be submitted throughout the duration of work:

1. If applicable, Contractor's payrolls for prevailing wage (Part III) (IF APPLICABLE)

PART III: INSURANCE, SUPPLEMENTAL BONDS, AND OTHER REQUIREMENTS

INSURANCE:

1. Commercial General Liability Insurance

Commercial General Liability Insurance required X

Within fourteen (14) days of the Acceptance of Bid, Contractor shall furnish to the City a Certificate of Insurance with adequate levels of coverage and City of Richmond named as the additional insured. Contractor shall obtain and keep in force commercial general liability insurance with a minimum each occurrence limit of \$1,000,000 and product completed operations aggregate limit of \$2,000,000.

2. Automobile Liability Insurance

Automobile Liability Insurance required X

Within fourteen (14) days of the Acceptance of Bid, Contractor shall furnish to the City a Certificate of Insurance with adequate levels of coverage and City of Richmond named as the additional insured. Contractor shall obtain and keep in force automobile liability insurance with a minimum combined single limit of \$500,000

3. Workers' Compensation Insurance

Worker's Compensation Insurance required X

Within fourteen (14) days of the Acceptance of Bid, Contractor shall furnish to the City a Certificate of Insurance with adequate levels of coverage and City of Richmond named as the additional insured. Contractor shall obtain and keep in force Workers' Compensation Insurance with a minimum limit of \$500,000 for all of their respective employees, and in case any work is sublet, the Contractor shall require any subcontractors to provide Workers' Compensation Insurance for all subcontractors' employees.

SUPPLEMENTAL BONDS:

4. Bid Bond

Bid Bond required _____

Bid Bond not required X

Note the following if bid bond required:

The Bidder will furnish a bid bond in a form acceptable to the City Attorney in the amount of 5% of the total bid price payable to the City of Richmond for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder: a) withdraws its bid after the opening of the bids and prior to the time a formal written agreement evidencing the Agreement has been signed and delivered to the City, whether or not

the bidder at the time of such withdrawal has been designated as successful bidder; or b) upon written notification of the award of Agreement to bidder he/she/it fails to properly sign and deliver to the City, within fourteen (14) days, payment bond and/or performance bond (if required) as well as certificates of insurance.

The bidder further agrees that the City will have the right to retain the bid deposit for a period of sixty (60) days from the date of the opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages on the reasons stipulated above.

5. Performance and Payment Bonds

Performance Bond

Performance Bond required if project exceeds \$100,000 _____

Performance Bond not required _____ **X**

Payment Bond

Payment Bond required if project exceeds \$50,000 _____

Payment Bond not required _____ **X**

Note the following if performance and/or payment bond(s) required:

Within fourteen (14) days of the Acceptance of Bid, Contractor shall furnish to the City a performance and/or payment bond(s). Prior to commencement of construction and ending upon acceptance of the construction by the City, Contractor shall maintain a performance and/or payment bond(s) in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the work, as determined by the City, conditioned upon the faithful performance of the provisions, terms and conditions of this Agreement. The performance and/or payment bond(s) shall name the City as an obligee and copies of certifications of such bond(s) shall be delivered to the City prior to the commencement of construction.

6. Maintenance Bond

Maintenance Bond required _____

Maintenance Bond not required _____ **X**

Prior to acceptance of the work, Contractor shall provide a maintenance bond in a form acceptable to the City Attorney and in an amount equal to 100% of the cost of the work as approved by the City, which shall be in effect for a term of one (1) year from the date that the City issues a certificate of substantial completion for such improvement covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of this Agreement. The maintenance bond shall name the City as an obligee and copies of the certificates of such bond shall be delivered to the City.

OTHER REQUIREMENTS:

7. Enrollment in Federal Work Authorization Program

Enrollment required if project exceeds \$5,000 X

Within fourteen (14) days of the Acceptance of Bid, Contractor shall furnish to the City a signed Work Authorization Affidavit form (included in Part V). Pursuant to Section 285.530 RSMo as a condition of the award of any Agreement in excess of five thousand dollars (\$5,000), the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

8. Occupational License

Occupational License required X

Within fourteen (14) days of the Acceptance of Bid, Contractor shall furnish to the City a signed Occupational License Form (included in Part V). Pursuant to City Ordinance 605.030, it shall be unlawful for any person within the City to exercise, carry on or engage in any occupation, selling of goods or wares, trade, profession, business, avocation or agency without first obtaining from the City Collector an occupational license and paying a license fee.

9. W-9

W-9 required X

Within fourteen (14) days of the Acceptance of Bid, Contractor shall furnish to the City a signed W-9 (included in Part V).

10. Prevailing Wage

Prevailing Wage required if project exceeds \$75,000 _____

Prevailing Wage not required X

Note the following if prevailing wage required:

Throughout the duration of the work performed, the Contractor shall furnish the monthly contractor's payroll records. The Rates from Annual Wage Order are attached in Part V. The Contractor shall comply with all laws regarding the payment of prevailing wages to employees of the Contractor or subcontractor.

11. Construction Safety Training

Construction safety training required _____

Construction safety training not required X

Note the following if construction safety training required:

Pursuant to Section 292.675 RSMo, all contractors or subcontractors doing work on the project will provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (“OSHA”) or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. If on-site employees had not previously completed such training, the training must be completed within sixty (60) days of the date, work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

PART IV: BID PAGE

RFP01-2026 Maurice Roberts Park Tree Trimming and Removal

Bidder must complete the following in its entirety (in the space provided or on a separate sheet if more space is needed). Bidder must sign and date below where indicated.

Name of Company

1. The specialized experience, years of experience and technical competence of the contractor.

2. Itemized cost of materials and labor including gutters, downspouts, splash guards, ice breakers, and other items needed (should not include replacement of fascia board):

Itemized Material and Labor	Unit Cost	Quantity	Total Cost
TOTAL			

3. Date available to begin the project and number of days or weeks required to complete the project (contractor must state a definite time frame for performance of the services):

Date Available to Start Project	Number of Days or Weeks Required to Complete Project

4. Five references from previous clients of related work within the past five years (commercial projects):

Contact Name	Position	Company	Phone Number	Email

5. Bidder has inspected the project site prior to submitting this bid: Yes_____ No_____

6. Any areas of existing gutters and/or downspouts in good condition and properly working that do not need replaced:

7. Other items to be noted:

By signing below, I am certifying that I am submitting this proposal as an authorized representative of the below-named firm, have thoroughly reviewed and understand the Request for Proposal, understand that if selected as the successful bidder by the City, will be required to enter into an agreement per the terms and conditions in Part V of this Request for Proposal, and am submitting the proposal accordingly.

Dated this _____ day of _____, 2025.

(Authorized Representative Signature)

(Authorized Representative Name/Title)

(Company Name)

(Address)

(City, State, Zip)

(Phone Number)

(Email Address)

Acceptance of Bid and Intention to Issue Notice to Proceed:

Dated this _____ day of _____, 2025.

Tonya A. Willim, City Administrator

PART V: REQUIRED FORMS FOR SUCCESSFUL BIDDER

The following forms in Part V are provided for reference only and do not need to be completed to submit a proposal. The following forms will be needed by the selected successful bidder:

1. Standard City Agreement
2. Work Authorization Affidavit
3. Occupational License Form
4. W-9
5. Rates from Annual Wage Order (INCLUDE ANNUAL WAGE ORDER AS AN ATTACHMENT TO RFP IF PREVAILING WAGE IS APPLICABLE)

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, (the "Effective Date") by _____ (hereinafter "Contractor") and the City of Richmond, Missouri (hereinafter "City").

WHEREAS, the City desires to engage the Contractor to provide services to the City as more fully described in the Contractor's proposal in response to the City's RFP 01-26 (hereinafter "Project Services") attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows:

SECTION 1. Term of Agreement. This Agreement shall begin as of the Effective Date. The Contractor shall complete the Project Services no later than _____, 2025 unless otherwise extended or terminated as provided herein.

SECTION 2. Scope of Services. The Contractor shall provide the Project Services described in Exhibit A. The Contractor will hire, train, supervise, direct the work of, and discharge all personnel engaged by them to perform the Project Services. The Contractor is solely responsible for payment of wages, salaries, fringe benefits, and other compensation of, or claimed by, the Contractor's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

The Contractor will utilize the personal services of its staff to deliver the Project Services. The Contractor may also engage third-party contractors and other parties in connection with its performance of the Project Services, subject to prior approval by the City.

SECTION 3. Payment. The City agrees to compensate the Contractor for Project Services in a total amount not to exceed \$_____, unless authorized by the City pursuant to a change order approved by the City in accordance with applicable City ordinance requirements. The City will pay all proper invoices within thirty (30) days of receipt. The following establishes the invoice procedure:

1. All invoices shall contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification who performed the work.
2. Time shall be billed in quarter hour increments.

SECTION 4. Prevailing Wages. The Contractor shall comply with all laws regarding the payment of prevailing wages to employees of the Contractor or subcontractor, if applicable. Contractor shall indemnify the City for any damage resulting to the City from failure of either the Contractor or any subcontractor to pay prevailing wages pursuant to applicable laws.

SECTION 5. Construction Safety Training.

- A. The Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-

site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

- B. If any on-site employees have not previously completed a construction safety program, Contractor shall require those on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- C. The Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days or will be subject to removal from the project.
- D. The Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

SECTION 6. Notice of Penalty Provisions

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500), plus one hundred dollars (\$100) for each on-site employee employed by Contractor or its subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 5 above.
- B. The penalty described in Subsection A of this Section shall not begin to accrue until the time periods described in Sections 5B and 5C above have elapsed.
- C. Violations of Section 5 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

SECTION 7. Unauthorized Aliens. Pursuant to Section 285.530(1) RSMo, by its sworn affidavit in substantially the form attached hereto as Exhibit B and incorporated herein, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

SECTION 8. Insurance Requirements.

- A. General Provisions. Contractor shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below, and shall maintain such insurance until this contract is terminated.
- B. Limits and Coverage.
 - 1. Commercial General Liability Insurance: Contractor shall obtain and keep in force commercial general liability insurance with a minimum each occurrence limit of \$1,000,000 and a minimum \$2,000,000 annual aggregate.

- a. The following endorsements shall attach to the policy:
 - (i) The policy shall cover personal injury as well as bodily injury.
 - (ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
 - (iii) Broad form property damage liability shall be afforded.
 - (iv) The City shall be listed as an additional insured.
- C. Workers' Compensation Insurance: The Contractor shall obtain and maintain Workers' Compensation Insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, the Contractor shall require any subcontractors to provide Workers' Compensation Insurance for all subcontractors' employees, in compliance with Missouri law. The Contractor hereby indemnifies the City for any damage resulting to it from failure of either the Contractor or any contractor or subcontractor to obtain and maintain such insurance.
- D. Commercial Automobile Liability Insurance: Contractor shall obtain and keep in force commercial automobile liability insurance with a minimum combined single limit of \$500,000, covering scheduled automobiles. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by the Contractor or subcontractor. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.

SECTION 9. Bonds – Not required for this project

- A. Performance Bond. Prior to commencement of construction and ending upon acceptance of the improvement by the City, Contractor shall maintain a performance bond in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the work, as determined by the City, conditioned upon the faithful performance of the provisions, terms and conditions of this Agreement. The performance bond shall name the City as an obligee and copies of certifications of such bond shall be delivered to the City prior to the commencement of construction.
- B. Payment Bond. Prior to commencement of construction and ending upon acceptance of the improvement by the City, Contractor shall maintain a payment bond in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the work, as determined by the City, conditioned upon the faithful performance of the provisions, terms and conditions of this Agreement. The payment bond shall name the City as an obligee and copies of certifications of such bond shall be delivered to the City prior to the commencement of construction.
- C. Maintenance Bonds. Prior to acceptance of the Work, Contractor shall provide a maintenance bond in a form acceptable to the City Attorney and in an amount equal to 100% of the cost of the Work as approved by the Director of Public Works, which shall be in effect for a term of one (1) year from the date that the City issues a certificate of

substantial completion for such improvement covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of this contract. The maintenance bond shall name the City as an obligee and copies of the certificates of such bond shall be delivered to the City.

SECTION 10. General Conditions

- A. Compliance with Laws and Safety Regulations. Contractor shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Contractor shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. In the performance of the Project Services, Contractor shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any other pertinent federal, state and/or local safety or environmental laws or regulations.

Contractor shall obtain and maintain an occupational or business license with the City, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor.

- B. Contractor's Responsibility for Subcontractors. The Contractor shall be as 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 work, 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 subcontractor as the City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and the City or between any subcontractors.

- D. General Independent Contractor Clause. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will 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.

- D. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in this Agreement, Contractor (or surety) shall be liable to the City in the amount of One Hundred Dollars (\$100) per day for each and every calendar day that the Agreement remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

- E. Termination. The City shall have the right at any time by written notice to Contractor to terminate and cancel this Agreement, without cause, for the convenience of the City, and

Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed Agreement price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

The City reserves the right to terminate this Agreement by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the Agreement, or persistently disregard instructions of the City or fail to observe or perform any provisions of the Agreement.

- F. City's Right to Proceed. In the event this Agreement is terminated pursuant to Paragraph E above, then 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 Agreement 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 Agreement, city ordinances, and state and federal laws.

G. Liability.

1. 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 Agreement. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this Agreement.
2. 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 Agreement, or the work of any subcontractor 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 Agreement to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Agreement 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.

4. 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 the City, its elected or appointed officials, agents and employees, for which indemnification is sought.
 5. 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.
 6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price. Contractor's obligation under this Agreement 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 Agreement.
- H. Conflict of Interest. In accepting this Agreement, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Richmond, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this Agreement. All applicable federal regulations and provisions of Section 105.450 et seq. RSMo shall not be violated.
- I. Assignment. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Agreement 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 Agreement, including the right to change or delete activities from the Agreement 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 Agreement.
- J. Nondiscrimination. The Contractor agrees in the performance of this Agreement not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, 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.
- K. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this C:
1. 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.
 2. 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.

- L. Notices. Any notice, approval or other communication between the City and the Contractor pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City: City of Richmond
Attn: Tonya Willim, City Administrator
205 Summit Street
Richmond, Missouri 64085

Contractor: _____
Attn: _____

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Contractor.

- M. Entire Agreement. This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
- N. Jurisdiction. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be adjudicated, venue shall be proper only in the Circuit Court of Ray County, Missouri.

IN WITNESS WHEREOF, the Contractor and the City have executed this Agreement as of the Effective Date.

_____: **CITY OF RICHMOND, MISSOURI:**

By: _____

By: _____

Name: _____

Name: Tonya A. Willim

Title: _____

Title: City Administrator

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Name: Saige Mason

Title: _____

Title: City Clerk

EXHIBIT A

(Attached Selected Bidder Proposal)

**CITY OF RICHMOND, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

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**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see Instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions ☐		
	5 Address (number, street, and apt. or suite no.). See Instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
	- -
or	
Employer identification number	
	-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



City of Richmond Billing Department
Occupational License Application

Welcome! We are delighted that you have chosen Richmond to conduct your business.

To start or operate a business in Richmond, you will need to obtain an Occupational License. Additional permits or licenses may be required, depending on the type of business you plan to operate and/or the business location. Please submit a completed application to our office in person, mail, or e-mail.

Attach and provide copies of all applicable documents according to your business.

Incomplete applications will be returned.

- Current Certificate of Workers Compensation and Liability Insurance (Construction Contractors)
- State License (Board of Cosmetology and Barber Examiners)
- No Tax Due Certificate - Retail Sales Only (dor.mo.gov)
- Missouri Sales Tax Number (dor.mo.gov)
- Food Service Permit ([Ray County Health Department](http://RayCountyHealthDepartment.com) 816.776.5413)

Payments by check are made payable to the City of Richmond in the amount due at the time of submittal. Please note, there is a \$25.00 returned check fee if the payment cannot be processed. We also accept cash, money order, or Visa & MasterCard.

New Applications may be mailed to our office, submitted in person, or emailed to the [Billing Department](#).

Occupational licenses are valid through the calendar year in which they are applied for. All business licenses will expire on the first day of December each year.

A 10% penalty shall be applied for each month an Occupational License is delinquent.

There are no transfers of an Occupational License from one (1) person to another except where a business is sold, and the new owner continues the business at the same location and under the same name.

Should applicants have any questions or need assistance, please contact our office from 8:00 am to 4:30 pm at (816) 776-5304, Monday through Friday, or visit our website at www.cityofrichmondmo.org.

For a complete list of regulations, please see [Chapter 605 Business Licenses and Regulations Ordinance](#) of the Richmond Municipal Code.



City of Richmond Billing Department
Occupational License Application

Applicant Information

Type of ownership: (check one) Partnership: ☐ LLC: ☐ Corporation: ☐ Sole Proprietor: ☐

Name of Business: _____

Business Phone: _____ DBA/Trade Name: _____

Business Address: _____ STE: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ STE: _____ City: _____ State: _____ Zip: _____

Business/Corporate Owner: _____

Billing Contact Name: _____ Billing Phone: _____

Billing Email: _____

Full Description of Business: _____

Please complete and provide copies if applicable:

Federal ID Number or SSN: _____ Missouri Sales Tax Number: _____

Checklist

- ☐ Liability Insurance / Workers Compensation (Construction Only)
- ☐ No Tax Due Certificate (Retail Sales)
- ☐ Copy of State License (Beauty Shop)
- ☐ Health Certificate (Restaurants)
- ☐ Backflow preventer inspection report
- ☐ Grease trap inspection report

Fee Schedule

Total Number of people working in Richmond (include self): _____

Please use the following fee schedule for total:

1	\$40.00
2-5	\$50.00
6-10	\$70.00
10+	\$70.00 + \$1.50 per employee over 10

Due on or before December 1st each year or 10% penalty will be applied for each month delinquent

Amount Due: _____

Applicant Certification

I, _____, being the _____ of the business entity listed above, declare that the information contained in this application is true and correct to the best of my knowledge. I understand that the occupational license expires on December 1, and should be renewed annually by the end of the grace period, December 31. I understand it is the responsibility of the business owner to maintain a current and active Occupational License.

ALL INCOMPLETE APPLICATIONS WILL BE RETURNED

Signature:

Date:

STATEMENT OF SALES TAX

I, the undersigned, declare that my business is **NOT** subject to Missouri Retail Sales Tax, and I have confirmed this information with the Missouri Department of Revenue.

Signature _____ Date: _____

I, the undersigned, declare that my business is **CURRENT** with all Retail Sales Taxes due as required by the Missouri Department of Revenue. A "No Tax Due" Certificate is required.

Signature _____ Date: _____

I, the undersigned, declare that my business is **DELINQUENT** in Sales Tax. (License will not be issued if taxes are delinquent.)

Signature _____ Date: _____

STATEMENT OF WORKMAN'S COMPENSATION

I, the undersigned, declare that my business is **EXEMPT** from compliance with the Missouri Construction Workmen's Compensation Law. (An Affidavit of Exemption for Workers' Compensation Insurance Pursuant to RSMo 287.061 from the Missouri Department of Labor is required.)

Signature _____ Date: _____

I, the undersigned, declare that my business has **COMPLIED** with the requirements of Missouri Workmen's Compensation Law as stated in Revised Missouri Statute 287. (Provide Copy of Insurance)

Signature _____ Date: _____

For Office Use Only

	DATE	SIGNATURE
1. TAXES & UTILITY BILLS ARE NOT DELINQUENT		
2. ZONING REQUIREMENTS MET & BUILDING INSPECTION PASSED		
3. FIRE INSPECTION PASSED		
4. PUBLIC WORKS – BACKFLOW PREVENTER, SEWER & WATER INSPECTION		
5. IF APPLICABLE, INSPECTION OF GREASE TRAP BY WASTEWATER		
6. ADDITIONAL LICENSE AND/OR INSPECTION REQUIRED FOR: DAYCARE, BEAUTY SALONS, OR RESTAURANTS		

Comments from Billing Specialist, Public Works, Building Inspector, or Fire Chief:
