

# REQUEST FOR PROPOSAL RFP 05-2026

## This Document Contains the Following:

PART I	Invitation to Bid and Scope of Work
PART II:	Instruction to Bidders
PART III:	Insurance, Supplemental Bonds, and Other Requirements
PART IV:	Bid Page
PART V:	Required Forms for Successful Bidder

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

# **Dangerous Buildings Demolition**

### **BIDS MUST BE RECEIVED BY:**

3:00 p.m. - Thursday, January 8, 2026

Please mark your bid "Bid 05-2026 - Dangerous Buildings Demolition" and return it to:

City of Richmond 205 Summit Street Richmond, MO 64085

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

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

# Part I: Invitation to Bid and Scope of Work

The City of Richmond is seeking bids to demolish two (2) separate dangerous structures within the City. Bids will be reviewed on each property. Demolition(s) shall be completed not later than April 8, 2026.

Successful bidder(s) much obtain a Demolition Permit issued through the Community Development Department.

Demolition specifications shall include:

- Complete demolition of structure.
- All demolition waste throughout the property must be properly disposed of as required by DNR (submission of proof of proper disposal is required).
- All fill material must be free of debris, trash and wood; concrete and rock can be used as fill.
- Sewer must be properly capped and inspected by Richmond Public Works Director, Dale Shipp. City will contact Evergy and Liberty Utilities for removal. City will remove water.
- All grading must be complete to allow adequate drainage of water and prevent pooling of water and lot must be seeded and covered with straw upon completion.

# Part II: Instruction to Bidders

#### To submit a proposal, provide the following:

**1.** Completed and signed Bid Page (Part V)

#### General instructions to bidders:

Sealed proposals should be submitted no later than Thursday, January 8, 2026, at 3:00 p.m. to the City of Richmond, Missouri. Proposals should be <u>clearly marked</u> "Bid 05-2026 – Dangerous Buildings Demolition". 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:

Lisa Hastings, Community Development Director 816/776-5304, ext. 1112 lhastings@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 on Thursday, January 8, 2026, at 3:00 p.m. in the City Clerk's office. All bidders will be sent a bid tab after bid opening and selected bidder will be notified.
- **4.** The project sites will be available for inspection by Bidders. Bidders visiting the project site shall be responsible for their own safety.
- **5.** 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.
- **6.** The City of Richmond reserves the right to accept single line items of the bid and to reject others.
- 7. 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.
- **8.** 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.

- **9.** The City of Richmond shall not be obligated to return the bidder's proposal once submitted, whether the proposal is withdrawn or not.
- **10.** The selected bidder shall provide <u>all</u> equipment, products, materials, supplies, and services necessary for the proper execution and implementation of the agreement.
- **11.** 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.
- **12.** 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.
- 13. 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, it regards to be the best qualified, responsible, and capable of performing the desired work in a timely fashion at the lowest price.
- **14.** 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 commencement of work:

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

The following must be submitted throughout the duration of work:

1. If applicable, Contractor's payrolls for prevailing wage (Part IV)

# PART III: INSURANCE, SUPPLEMENTAL BONDS, AND OTHER REQUIREMENTS

#### **INSURANCE:**

1.	Commercial General Liability Insurance	
	Commercial General Liability Insurance required	X
of Insured minimized	fourteen (14) days of the Acceptance of Bid, Contractor shall furnish to the Curance with adequate levels of coverage and City of Richmond named a d. Contractor shall obtain and keep in force commercial general liability in um each occurrence limit of \$1,000,000 and product completed operations 000,000.	s the additional nsurance with a
2.	Automobile Liability Insurance	
	Automobile Liability Insurance required	X
of Insu	fourteen (14) days of the Acceptance of Bid, Contractor shall furnish to the Curance with adequate levels of coverage and City of Richmond named a d. Contractor shall obtain and keep in force automobile liability insurance ned single limit of \$500,000.	s the additional
3.	Workers' Compensation Insurance	
	Worker's Compensation Insurance required	X
of Insured minimum the Co	fourteen (14) days of the Acceptance of Bid, Contractor shall furnish to the Curance with adequate levels of coverage and City of Richmond named a d. Contractor shall obtain and keep in force Workers' Compensation In um limit of \$500,000 for all of their respective employees, and in case any ontractor shall require any subcontractors to provide Workers' Compensation contractors' employees.	s the additional surance with a work is sublet,
SUPP	LEMENTAL BONDS:	
4.	Bid Bond	
	Bid Bond required	
	Bid Bond not required	X
Note t	he 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 furni performance and/or payment bond(s). Prior to commencement of construction acceptance of the construction by the City, Contractor shall maintain a per payment bond(s) in a form acceptable to the City Attorney, in an amount equatotal cost of completing the work, as determined by the City, conditioned performance of the provisions, terms and conditions of this Agreement. The perpayment bond(s) shall name the City as an obligee and copies of certifications shall be delivered to the City prior to the commencement of construction.	and ending upor formance and/or al to 100% of the upon the faithful erformance and/or
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
Work condi Conti partic conne	n fourteen (14) days of the Acceptance of Bid, Contractor shall furnish to a Authorization Affidavit form (included in Part V). Pursuant to Section 285 ition of the award of any Agreement in excess of five thousand dollar actor shall, by sworn affidavit and provision of documentation, affirm its cipation in a federal work authorization program with respect to the employection to the contracted services. Contractor shall also sign an affidavit affin nowingly employ any person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien in connection to the contractor and person who is an unauthorized alien and person who is an unauthorized	5.530 RSMo as a ars (\$5,000), the senrollment and byees working in that it does
8.	Occupational License	
	Occupational License required	X
Occu unlay of go	n fourteen (14) days of the Acceptance of Bid, Contractor shall furnish to apational License Form (included in Part V). Pursuant to City Ordinance 60 of vful for any person within the City to exercise, carry on or engage in any or ods or wares, trade, profession, business, avocation or agency without fire tity Collector an occupational license and paying a license fee.	5.030, it shall be ccupation, selling
9.	W-9	
	W-9 required	X
	n fourteen (14) days of the Acceptance of Bid, Contractor shall furnish to th (included in Part V).	ne City a signed
10.	Prevailing Wage	
	Prevailing Wage required if project exceeds \$75,000	
	Prevailing Wage not required	X
Note	the following if prevailing wage required:	
contr Contr	ughout the duration of the work performed, the Contractor shall furnactor's payroll records. The Rates from Annual Wage Order are attache ractor shall comply with all laws regarding the payment of prevailing wages contractor or subcontractor.	d in Part V. The
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 RFP 05-2026 Dangerous Buildings Demolition

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

			Name of Company		
		specialized exp or with respect t	erience, years of experience, and to like projects.	technical competence of	
2.	each	structure (bidd	gin the project and number of days er must state a definite time frame ust be completed by April 8, 2026.:	for performance of the	
Structure A	Addres	S	Date Available to Start Project	Number of Days or Weeks Requ Complete Each Structure	ired to
203 E. Diamoi	nd				
Charles Armo Royle Street	ur Par	k - 1013 West			
3.	Tota	l cost for each s	tructure being bid on:		
	A.	203 E. Black	Diamond	\$	
	B.	Charles Arm	our Park Old Restrooms	\$	

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

Contact Name	Position	Company	Phone Number	Email

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 III of this Request for Proposal, and am submitting the proposal accordingly.

Dated this	day of	, 2026.
		(Authorized Representative Signature)
		(Authorized Representative Name/Title)
		(Company Name)
		(Address)
		(City, State, Zip)
		(Phone Number)
		(Email Address)
		,
Acceptance of Bid	and Intention to Issue No	office to Proceed:
Dated this	day of	, 2026.
		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. Required Bonds
- 3. Work Authorization Affidavit
- 4. Occupational License Form
- **5.** W-9

## **AGREEMENT**

THIS AGREEMENT, made and entered into this, (the "Effection Date") by (hereinafter "Contractor") and the City of Richmon Missouri (hereinafter "City").	ive nd,
<b>WHEREAS</b> , the City desires to engage the Contractor to provide services to the City more fully described in the Contractor's proposal in response to the City's RFP 05-202 (hereinafter "Project Services") attached hereto as <a href="Exhibit A">Exhibit A</a> and incorporated herein by reference	26
<b>NOW, THEREFORE,</b> in consideration of the compensation to be paid to the Contract and of the mutual agreement herein contained, the parties to these presents have agreed at hereby agree, the City for itself and its successors, and the Contractor for itself, himself, themselves, or its, his or their successors and assigns, or its, his or their executors at administrators, as follows:	nd or
SECTION 1. Term of Agreement. This Agreement shall begin as of the Effective Date. The Contractor shall complete the Project Services no later than	
<u>SECTION 2.</u> Scope of Services. The Contractor shall provide the Project Service described in <u>Exhibit A</u> . 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 sole responsible for payment of wages, salaries, fringe benefits, and other compensation of, 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.	ge ely or
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 performance of the Project Services, subject to prior approval by the City.	
<u>SECTION 3.</u> Payment. The City agrees to compensate the Contractor for Project Service 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 C will pay all proper invoices within thirty (30) days of receipt. The following establishes the invoice procedure:	ge City
<ol> <li>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.</li> <li>Time shall be billed in quarter-hour increments.</li> </ol>	∍d

## **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

<u>SECTION 4</u>. 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.

- 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.

<u>SECTION 7.</u> Unauthorized Aliens. Pursuant to Section 285.530(1) RSMo, by its sworn affidavit in substantially the form attached hereto as <u>Exhibit B</u> 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. <u>General Provisions</u>. 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. <u>Commercial General Liability Insurance:</u> 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 (NOTE: NO bonds required for this project)

- A. <u>Performance Bond</u>. 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. <u>Payment Bond</u>. 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. <u>Maintenance Bonds</u>. 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. <u>Compliance with Laws and Safety Regulations</u>. 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. <u>General Independent Contractor Clause</u>. 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. <u>Liquidated Damages</u>. 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. <u>Termination</u>. 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. <u>City's Right to Proceed</u>. 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. <u>Conflict of Interest</u>. 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. <u>Assignment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Nonresident/Foreign Contractors</u>. The Contractor shall procure and maintain during the life of this Agreement:
  - 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.
  - 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.	Contractor pursuant to this Agreement sha effective upon receipt or refusal of service reliable overnight delivery or deposit in the	r communication between the City and the all be made in writing and shall be deemed to be and may be given by personal delivery, courier, United States mail, postage prepaid, registered the address specified below or to such other itten notice of the other party:
	The City:	City of Richmond Attn: Tonya Willim, City Administrator 205 Summit Street Richmond, Missouri 64085
	Contractor:	Attn:
		be construed to restrict the transmission of esentatives of the City and the Contractor.
M.		ains the entire agreement of the parties. No ny of the provisions of this Agreement shall be rring hereto, and signed by both parties.
N.	determined according to the laws of th	uestion arising hereunder shall be construed or e State of Missouri. Should any part of this e proper only in the Circuit Court of Ray County,
	WITNESS WHEREOF, the Contractor and ective Date.	the City have executed this Agreement as of
	;	CITY OF RICHMOND, MISSOURI:
By: Name: Title:		By: Name: Tonya Willim Title: City Administrator
ATTES	ST:	ATTEST:
Name:		By: Name: Saige Mason Title: City Clerk

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

STATE OF MISSOURI	)		
STATE OF MISSOURI COUNTY OF	) ss. )		
As used in this Affidavit, the follow	ing terms shall have the f	Collowing meanings:	
EMPLOYEE: Any person performi	ng work or service of any	y kind or character for hire within the State	e of Missouri.
the United States Department of Ho	meland Security or an eq	of the electronic verification of work authuivalent federal work authorization programewly hired employees, under the Immigra	am operated by the United States
when the person is aware of the nat	ture of the person's cond	ge, (a) with respect to the person's condu luct or that those circumstances exist; or ( conduct is practically certain to cause that	b) with respect to a result of the
UNAUTHORIZED ALIEN: An alicas defined in 8 U.S.C. 1324a(h)(3).	en who does not have the	e legal right or authorization under federal l	aw to work in the United States,
BEFORE ME, the undersigned auth sworn, states on his oath or affirmat	ority, personally appeare ion as follows:	ed	, who, being duly
1. My name is(hereinafter "Contractor"), whose but	and I am cu	arrently theof, and I am author	orized to make this Affidavit.
2. I am of sound mind and capable o	of making this Affidavit a	nd am personally acquainted with the facts	s stated herein.
3. Contractor is enrolled in and partic with the services Contractor is provided in a service of the contractor is provided in a service of the contractor is provided in a service of the contractor is enrolled in and particle with the service of the contractor is enrolled in and particle with the service of the contractor is enrolled in and particle with the service of the contractor is enrolled in and particle with the service of the contractor is enrolled in an enrolled in enrolled		authorization program with respect to the ento the City of Richmond, Missouri.	mployees working in connection
4. Contractor does not knowingly eabove.	mploy any person who is	s an unauthorized alien in connection with	the contracted services set forth
		Affiant	
		Printed Name	
Subscribed and sworn to before me	thisday of	, 20	26.
SEAL		Notary Public	



# 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 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 <a href="https://www.cityofrichmondmo.org">www.cityofrichmondmo.org</a>.

For a complete list of regulations, please see <u>Chapter 605 Business Licenses and Regulations Ordinance</u> of the Richmond Municipal Code.



# City of Richmond Billing Department

Occupational License Application

	Арр	olicant Information			
Type of ownership: (check one)	Partnership: LL	LC: Corporation	n: Sole Pro	oprietor:	
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 Email:					
Full Description of Business:					
	Please compl	lete and provide copie	es if applicable:		
Federal ID Number or SSN:		Missouri Sales	Tax Number:		
		Checklist	_	_	_
Liability Insurance / Workers	Compensation (Cc	onstruction Only)			
No Tax Due Certificate (Reta	il Sales)				
Copy of State License (Beauty Shop)					
Health Certificate (Restauran	ts)				
Backflow preventer inspection	n report				
Grease trap inspection repor	t				

	Fee Sch	edule		
Total Number of peop	Total Number of people working in Richmond (include self):			
Please use the followin	g fee schedule for total:			
4	¢ 40 00			
1	\$40.00			
2-5	\$50.00			
6-10	\$70.00			
10+	\$70.00 + \$1.50 per employee over 10			
Due on or before Decer	mber 1 <sup>st</sup> each year or 10% penalty will be ap	plied for each month delinquent		
Amount Due:				
	Applicant Ce	ertification		
contained in this applic on December 1, and sh	cation is true and correct to the best of my knould be renewed annually by the end of the usiness owner to maintain a current and acc	f the business entity listed above, declare that the information knowledge. I understand that the occupational license expires the grace period, December 31. I understand it is the tive Occupational License.  ATIONS WILL BE RETURNED		
	ALL INCOIVIFELTE APPLICA	ATIONS WILL DE RETORNED		
Signature:		Date:		

# STATEMENT OF SALES TAX

	undersigned, declare that my business is NOT subject to Missouri Retail Sales T Missouri Department of Revenue.	ax, and I have co	onfirmed this information with				
Signa	ature	Date:					
	e undersigned, declare that my business is CURRENT with all Retail Sales Taxes onue. A "No Tax Due" Certificate is required.	due as required l	by the Missouri Department of				
Signa	ature	Date:					
I, the	undersigned, declare that my business is DELINQUENT in Sales Tax. (License w	ill not be issued	if taxes are delinquent.)				
Signa	ature	Date	:				
	STATEMENT OF WORKMAN'S COMPENS	SATION					
Law.	e undersigned, declare that my business is EXEMPT from compliance with the Machine (An Affidavit of Exemption for Workers' Compensation Insurance Pursuant to or is required.)						
Signa	ature	Date	<u>:</u>				
	e undersigned, declare that my business has COMPLIED with the requirements d in Revised Missouri Statute 287. (Provide Copy of Insurance)	of Missouri Wo	rkmen's Compensation Law as				
Signa	ature	Date	Date:				
For C	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						
Comi	ments from Billing Specialist, Public Works, Building Inspector, or Fire Chief:						



# 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.

Befor	е у	ou begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.										
	1	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.)										
Print or type. See <b>Specific Instructions</b> on page 3.	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 <b>one</b> 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					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					
	box for the tax classification of its owner.  Other (see instructions)					Compliance Act (FATCA) reporting code (if any)						
	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					(Applies to accounts maintained outside the United States.)						
	5	Address (number, street, and apt. or suite no.). See instructions.	Requeste	ster's name and address (optional)								
	6	City, state, and ZIP code										
	7 List account number(s) here (optional)											
Par	t I	Taxpayer Identification Number (TIN)										
Enter	yοι	ır TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	oid	Social	security	curity number						
		rithholding. For individuals, this is generally your social security number (SSN). However, for alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	or a		-	-	-	-				
entities, it is your employer identification number (ÉIN). If you do not have a number, see <i>How to get a</i>												
						ver identification number						
Par	i II	Certification										
Unde	pe	nalties of perjury, I certify that:										
1. The	nu	umber shown on this form is my correct taxpayer identification number (or I am waiting for	a number	to be i	ssued	to me	); and					
Ser	vice	ot subject to backup withholding because (a) I am exempt from backup withholding, or (b) I e (IRS) that I am subject to backup withholding as a result of a failure to report all interest o ger subject to backup withholding; and				•						
3. I ar	n a	U.S. citizen or other U.S. person (defined below); and										
4. The	F/	ATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is corre	ct.								
becau acquis	se <u>y</u> sitio	tion instructions. You must cross out item 2 above if you have been notified by the IRS that you have failed to report all interest and dividends on your tax return. For real estate transaction or abandonment of secured property, cancellation of debt, contributions to an individual refunction in terest and dividends, you are not required to sign the certification, but you must provide year.	ons, item 2 tirement a	2 does irrange	not app ment (I	oly. Foi RA), a	r morto ınd, ge	gage i eneral	interest ly, payı	paid, ments		

## **General Instructions**

Signature of

U.S. person

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 <a href="https://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.

#### What's New

Sign

Here

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

Date