



City of Odessa, Missouri

228 S Second Street | PO Box 128 | Odessa, MO 64076

Phone: 816.230.5577 | www.cityofodessamo.com

INVITATION TO BID / REQUEST FOR PROPOSALS RFP 25-07

This Document Contains the Following:

PART I	Invitation to Bid and Scope of Work
PART II	Instructions to Bidders
PART III	General Terms and Provisions Pertaining to All City Contracts
PART IV	Supplemental Bond and Prevailing Wage Provisions Specific to the Project
PART V	Federal Work Authorization Program ("E-Verify") Addendum
PART VI	Evaluation Criteria

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

RFP -25-07 Tree Trimming Services

BIDS MUST BE RECEIVED BY:

10:00 a.m. – Tuesday, September 9, 2025

Please mark your bid "RFP 25-07 Tree Trimming Services" and return it to:

City of Odessa
228 S Second Street
PO Box 128
Odessa, MO 64076

For more information during business hours, contact
Cathy Thompson: 816-230-5577 or cathy.thompson@cityofodessamo.com

PART 1: INVITATION TO BID AND SCOPE OF WORK

The City of Odessa is soliciting proposals from qualified utility arborist contractors to assist the City with tree trimming and removal services that are currently within a 20ft clearance area of Odessa owned electric lines.

The purpose of this request for proposal is to establish a one-year contract (with the option to renew for an additional one-year period) with a qualified company who can provide all necessary transportation, supervision, labor, licenses, tools, equipment, services and expertise to perform contractual services.

- Selected contractor shall be licensed to do business within the City of Odessa, MO prior to the beginning of the project.
- The City reserves the right to refuse all bids and/or not award a bid on any or all parts of the project.

Scope of Services

A. **Tree Removal:** The contractor shall remove trees deemed necessary for removal by the Electric Superintendent.

- a. Felling of trees larger than 12" DBH shall not be permitted. All trees shall be limbed out using appropriate rigging techniques to protect public safety and prevent unnecessary damage to surrounding turf, trees, shrubs and landscape plantings. Sidewalks, curbs, streets manhole structures and associated hardscape shall be protected from the impact of falling wood. Any and all damage to public or private property shall be reported to the Electric Superintendent immediately.

- b. All work shall comply with ANSI Z133-2017 safety standards.

B. **Tree Pruning:** The contractor shall prune trees designated by the Electric Superintendent. Trees designated for pruning will be pruned of all dead, diseased, dying, doubled or broken limbs greater than two (>2) inches in diameter. In the case of ornamental/specimen trees, shaping for aesthetics may be requested.

- a. All pruning shall follow ANSI A300 (Part 1) – 2017 Pruning standards

- b. All work shall comply with ANSI Z133-2017 safety standards.

C. **Emergency Service:** The contractor shall be available to respond on an emergency basis to remove or trim trees in or near the electrical system that present an imminent danger to the public within 48 hours of notification by a representative of the City.

- a. All pruning shall follow ANSI A300 (Part 1) – 2017 Pruning standards

- b. All work shall comply with ANSI Z133-2017 safety standards.

D. **Job Performance Requirements:**

- a. **Debris and Chip Disposal:** The Contractor is responsible for the disposal of all logs,

limbs, chips and debris generated by work described. The City will provide an area for chip disposal but will not accept any debris that is not chipped or smaller.

- b. **Access:** Bucket/chipper truck access is limited to City service roads, parking lots and public streets. Operation of equipment "off-road" will require, at a minimum, ¾" plywood planking to prevent soil compaction.
- c. **Site Clean-Up:** The site should be restored, as close as reasonably practical, to conditions existing prior to work commencing. The Contractor shall chip all trees, limbs and tree debris from sites and dispose of debris. The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Limbs and trunks temporarily placed in City areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and/or pedestrians. Logs left lying on the ground awaiting pick-up shall be sufficiently blocked to prevent movement. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, lawn areas and driveways with appropriate tools for the job.
- d. **Protection of Property:** The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real and/or personal property. Holes or ruts made in the lawn, regardless of size, shall be filled with sandy loam soil and seeded with a turf grass lawn seed mix. Vegetation surrounding a tree marked for removal/pruning shall be disturbed as little as possible.
- e. **Safety Standards:** All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standards Z-13302017 and A300 (Part 1) – 2017, or as amended. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City or its representatives. The Contractor shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the Contract to protect the motorists and pedestrians. All placements of cones, signs and barricades must conform to the current Manual on Uniform Traffic Control Devices. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection.
- f. **Work Hours:** Between 7:00 a.m. and 6:00 p.m., Monday through Friday. Work on weekends and holidays is not allowed unless it is deemed an emergency and a weekend work permit has been approved by the City.



PART II: INSTRUCTION TO BIDDERS

Interested and qualified companies should submit the following information in their Statement of Qualification, organized in the order listed below. Bidder must present satisfactory evidence to the City indicating their ability to meet the scope of work within a prompt timeframe. In addition, to ensure consistency, responses should generally conform to the following format:

1. Fee schedule to include base rate for contractual services offered.
2. Qualifications, including specialized experience and competence of the firm
 - a. The history and experience of the firm with tree trimming projects near electrical services
3. The firm's proximity to and familiarity with the City
4. Qualifications of staff
5. E-Verify Documentation
6. Liability insurance certificate
7. References

General Contract Terms

- An agreement will be issued to the recommended firms upon approval of the firms by City of Odessa's Board of Aldermen.
- The costs agreed to are to be firm, fixed prices for the entire contract period and are not subject to increases unless mutually agreeable to both parties. Should an increase be needed, the firm shall be responsible for providing proof of price increase in writing to the City of Odessa not less than thirty (30) days prior to said requested increase.
- The City shall not make any advance deposits. Payment for all equipment, supplies and/or services required herein shall be made in arrears.
- The City assumes no obligation for equipment, products, materials, supplies and/or services shipped or provided in excess of the quantity ordered or stated hereunder. Any unauthorized quantity is subject to The City's rejection and shall be returned at the firm's expense.
- The firm shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.

- The City of Odessa reserves the right to accept single line items of the bid and to reject others.
- 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. Once the bid has been approved by the Board of Aldermen, the Finance Director, Cathy Thompson, will notify the successful bidder of acceptance of the bid and issue a formal Notice to Proceed.
- The City of Odessa will not be liable for any costs that a Contractor may incur in the preparation of or presentation of the proposal.
- The City of Odessa shall not be obligated to return the Contractor's proposal once submitted, whether the proposal is withdrawn or not.
- The selected bidder shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.
- 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.
- 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.
- The City of Odessa 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 vendor 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.

Proposals should be submitted no later than September 9, 2025 at 5:00 p.m. to the City of Odessa, Missouri. Sealed envelopes should be clearly marked "RFP 25-07 Tree Trimming Services." For more information contact Cathy Thompson, Finance Director – 816.230.5577.

Part III: General Terms and Conditions Pertaining to All City Contracts

Unless otherwise agreed to by the City and the winning bidder, the terms provided herein shall be included in an Agreement between the City and the winning bidder to perform the services provided in this Request for Proposal.

1. Definitions.

- (a) "Owner" or "City" shall refer to the City of Odessa, Missouri.
- (b) "Vendor", "Seller", "Firm", "Bidder", and "Contractor" are terms which refer to the corporation, company, partnership, firm or individual named and designated in this contractual agreement and who has voluntarily entered into this contract and its, his or their duly authorized agents or other legal representatives.
- (c) "Sub-contractor" is a person, firm or corporation supplying labor or material for, and under separate contract or agreement with the contractor.

2. Contract Documents. This Request for Proposal, including without limitation any completed forms as required by the applicant under the Request for Proposal, and Owner's Notice of Award shall be made a part of any Agreement (the "Agreement") executed between Owner and the winning bidder regarding the subject matter herein.

3. Contract Terms. The performance of this Agreement shall be governed solely by the terms and conditions as set forth in this Agreement and any specifications or bid documents, notwithstanding any language contained in any invoice, shipping order, bill of lading or other document furnished to the Seller/Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the Agreement. Any different or additional terms other than those herein contained are hereby objected to.

4. Patents. Bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and covenants that Contractor will at its own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it will pay all costs, damages and profits recoverable by any such suit.

5. Interpretation of Agreement. This Agreement shall be construed according to the laws of the State of Missouri.

6. Fund Allocation. Continuance of this Agreement, or issuance of Purchase Orders is contingent upon the allocation of City funds by the Board of Aldermen.

7. Tax Exempt. The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39(10), Article 3 of the Missouri constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

8. Provisions Required by Law Deemed Inserted. Each and every provision or law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement will be read and enforced as though such provision were included herein, and if through mistake or otherwise any such provision is not inserted, or

is not correctly inserted, then upon the application of either party the Agreement may be amended to make such insertion or correction.

9. **Termination of Agreement.** In the event this bid establishes a year supply or service contract, such Agreement may be terminated by either party with or without cause upon thirty (30) days prior notice in writing to the other party. In the event of such termination, the Bidder shall be liable for any excess costs incurred by the City. If the Agreement is so terminated, the City may purchase such supplies or services similar to those so terminated, and the Bidder will be liable for excess costs occasioned thereby.
10. **Acts of God.** To the extent permitted by law, neither party shall be liable for delays, or defaults in the performance of this contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Government action of any kind or any other causes of a similar character beyond its control and without its fault of negligence.
11. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Owner, or in the event of breach of any of the terms hereof including the warranties of the Bidder, City may cancel this Agreement or affirm the Agreement and hold Contractor responsible for damages.
12. **Compliance With Applicable Laws.** Bidder warrants it has complied with all applicable laws, rules and ordinances of the United States, or any State, Municipality or any other Governmental authority or agency in the manufacture or sale of the items or services covered by this Agreement, including, but not limited to: all provisions of the Fair Labor Standards Act of 1938, as amended.
13. **Execution of this Agreement.** Unless otherwise specified, the Agreement shall include a Notice of Award and a copy of the signed bid and all attachments thereto. These documents become the Agreement and contract between the parties hereto. Both parties thereby accept and agree to the terms and conditions of the bid documents, and the parties agree to be bound thereto. The compensation to be paid to the winning bidder is as set forth in the agreed upon bid. Items not awarded, if any, will be deleted.
14. **Contractor's Invoices.** The City shall not make any advance deposits. Payment for all equipment, supplies and/or services required herein shall be made in arrears. Discounts offered for prompt payment will be considered in bid evaluation.

All invoices shall contain the following information: contractor's name, address, and telephone number, contract number (if any), purchase order number (if any), item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Delay in receiving invoices, also errors and omissions on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Invoices for payment should be sent by U.S. Mail (or hand delivered) and addressed to: City of Odessa, PO Box 128, Odessa, MO 64076. Inquiries regarding invoices or payment should be made to Accounts Payable at (816) 230-5577 ext. 5.

Final payment shall be in a lump sum (unless progress payments are approved prior to award) after Contractor has performed, to the City's satisfaction, all duties imposed upon

it by the contract documents, allowing thirty (30) days minimum for payment.

15. **Inspection and Acceptance.** No material or service received by the City pursuant to this Contract shall be deemed accepted until the City has had a reasonably opportunity for inspection. All material or service which is discovered to be defective or which does not conform to any warranty of the Seller herein upon initial inspection, or any later time if the defects were not reasonably ascertainable upon the initial inspection, may be returned (if materials) for full credit or replacement and shall be immediately rectified at Contractor's expense (if service).
16. **General Guaranty and Warranty.** The Contractor warrants that all materials, fixtures and equipment furnished by the Contractor and his subcontractors shall be new, of good quality and of good title, and that the work will be done in a neat and workmanlike manner and to the complete specifications set forth herein. The Contractor also guarantees the workmanship and materials for a period of two years from the date of final acceptance of all the work required by the Contract. Furthermore, Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.
17. **Regulations Pursuant to "Anti-Kickback Act".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276(c), and any amendments or modifications thereto, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractor's subject there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemption from the requirements thereof.
18. **Changes in Project.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this Agreement in or to drawings, designs, specifications, instructions for work, method of shipment or packing or place of delivery. If any such changes cause an increase or decrease in the cost or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment may be made in the price or time of performance, or both, by written modification of the Agreement prior to the Contractor performing the work required by the change. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon, in writing by the parties after the contractor's receipt of notice of the change.

Contractor shall not make changes in the work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City. Any authorized changes will not relieve or release the Contractor from any of these obligations under the Agreement. All work shall be executed under the terms of this Agreement. Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change.

19. **Assignments.** Neither Owner nor Contractor shall, without the prior written consent of the other, assign in whole or in part, their interest under any of the Agreement documents and

specifically the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

- 20. Sub-Contracts.** The Contractor shall not execute an agreement with any sub-contractor to perform any work until it has written to the City to determine the disapproval of the use of such sub-contractor and the City has approved the use of such sub-contractor. The Contractor shall be fully responsible to the City for the acts and omissions of its sub-contractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of this contract. Nothing contained herein shall create any contractual relationship between any sub-contractor and the Owner.
- 21. Debarment.** The Contractor hereby certifies that it is not on any State or Federal debarment or convicted violator list in relation to the construction of public works. The Contractor certifies that it shall not utilize any subcontractors who are on any State or Federal debarment or convicted violator list in relation to the construction of public works.
- 22. Accident Prevention and Training.** The Contractor is informed that the work provided in this Agreement is subject to the requirements of section 292.675, of the Missouri Revised Statutes, which requires all contractors or subcontractors doing work on the project to 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 which is at least as stringent as an approved OSHA program. The training must be completed sixty (60) days prior to 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. Contractors and subcontractors in violation of this provision will forfeit to the public body Two Thousand Five Hundred Dollars (\$2500.00) plus One Hundred Dollars (\$100.00) a day for each employee who is employed without training.
- (a) In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of sections 292.675, of the Missouri Revised Statutes, has occurred and that a penalty as described in Section 25 will be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Contractor under this Agreement.
- (b) Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.
- 23. Non-Discrimination in Employment.** In connection with the furnishing of supplies or performance under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all sub-contracts awarded hereunder.

- 24. Minority & Women Business Enterprise Participation.** It is the practice of the City of Odessa to ensure full and equitable economic opportunities to persons and businesses that compete for business with the City, including Minority and Women Business Enterprises (M/WBEs).

The City of Odessa encourages M/WBE participation in contracts for goods and services by firms that are certified. This may either be by the primary firm being a certified M/WBE or by the utilization of qualified subcontractors, suppliers, joint ventures or other arrangements that afford meaningful opportunities for M/WBE participation. Work performed by M/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. Second tier participation where suppliers generally provide supplies to a corporation but that are not directly related to this contract does not qualify as meaningful participation.

M/WBE means a business that is a sole proprietorship, partnership, joint venture or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration.

- 25. Building Regulation, Permits and Law.** Contractor agrees to comply with all current and applicable local codes and ordinances, including the procurement of a City business license, if required by City Code.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000
Comprehensive General Liability	\$517,306 per occurrence, \$3,448,710 aggregate
Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$2,000,000
Professional Liability	\$1,000,000 per claim
Errors & Omissions	\$1,000,000

- 26. Insurance.** During the course of performing its services, the Contractor will maintain the following minimum insurance coverage:

Upon the issuance of the revised limits by the Missouri Department of Insurance, the amounts listed above shall be modified to meet such revised limits. Owner will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance.

However, the addition of Owner as an additional insured shall not in any way nullify coverage for claims or actions Owner may have against the Contractor. The Contractor will provide to the City certificates evidencing the required coverage prior to commencing services. The procurement of insurance under this Agreement shall not and shall not be construed to waive the sovereign immunity, or any other defense or immunity available to the City, of the City or its elected or appointed officials or staff. Certificate of insurance shall include the following statement: The procurement of insurance shall not and shall not be construed to waive the sovereign immunity, or any other defense or immunity available to the City, of the City or its elected or appointed officials or staff.

The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Contractor arising out of or in any way connected with this Agreement. Contractor further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this Agreement to the Contractor. The Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

27. **Timing.** Upon receipt of Agreement documents fully executed by Owner, the Contractor shall immediately provide the City with all required copies of insurance policies as set forth in the preceding paragraph.
28. **Missouri Immigration Law Affidavit.** The Contractor shall affirm by sworn affidavit and provision of documentation that the Contractor has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. The Contractor provider shall provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement. The Contractor shall provide with their bid specifications and bonding information an affidavit that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.
29. **Anti-Discrimination Against Israel.** The Contractor hereby certifies that in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel. This provision shall not apply if the Contractor employs fewer than ten employees or if the work has a value of less than one hundred thousand dollars.
30. **Buy American.** Pursuant to 34.353, RSMo., any manufactured goods or commodities used or supplied in the performance of this Agreement and any subcontract of this Agreement shall be manufactured or produced in the United States. This section shall not apply if this Agreement is valued at less than twenty-five thousand dollars. This section shall not apply when only one line of a particular good or produce is manufactured or produced in the United States.
31. **Prevailing Wages.** It is agreed that all labor utilized in the performance of this Agreement shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor

and Industrial Relations of the State of Missouri. The Contractor will forfeit the penalty to the City of Odessa of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. It is the responsibility of the Contractor to maintain these records and provide them to the City upon request. Failure to do so shall be considered a material breach of this Agreement.

- 32. Labor and Materials Payment Bonds.** The Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the Agreement conditioned upon the payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bond(s) hereto attached for its payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.
- 33. Performance Bond.** The Contractor shall furnish a Performance Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of this Agreement conditioned upon the performance of all work described in this Agreement. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bond(s) hereto attached for its performance of the work described herein, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the performance of the work shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.
- 34. 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 litigated, venue shall be proper only in the Circuit Court of Lafayette County, Missouri.
-

Part IV: Supplemental Bond and Prevailing Wage Terms Specific to the Project

1. Bid Bonds.

Bid Bond Not Required X

Bid Bond Required

Note the following if bid bond required:

Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, cash or bank draft in the amount of 5% of the total bid price payable to the City of Odessa 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 contract 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 contract to bidder he/she/it fails to properly sign and deliver to the City within fourteen (14) days labor and materials and 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.

2. Payment and Performance Bonds:

Payment and Performance Bond Not Required X

Payment and Performance Bond Required

Note the following if performance bond required:

Within seven (7) days of the Notice to Proceed, Contractor shall furnish to the City a contract performance bond and a labor and material payment bond. The bonds shall be executed with the proper sureties, through a company licensed to do business in the State of Missouri, and named on the current list of "surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff of the Bureau of Accounts and Treasury Department. The date of the bonds shall be prior to the date the work is commenced by the Contractor. The performance bond and the labor and materials payment bond shall be in the amount of the full contract price, guaranteeing the performance of the work described in the Contract and the payment of all bills, labor, and obligations arising from the performance of the contract, and otherwise conditioned as required by law. The bonds shall be automatically increased in the amount and extended in time without formal and separate amendments to cover full and faithful performance of the

contract in the event of change orders, regardless of the amount of time or money involved. It shall be the Contractor's responsibility to notify the surety of any changes affecting the general scope of the work or change in the contract price. At any time during the continuance of the contract that the surety on any bond becomes unacceptable to the City, the City shall have the right to require additional and sufficient sureties which contractor shall furnish to the satisfaction of the City within five (5) days after notice to do so.

3. Prevailing Wage Will Be Required on all Public Works Projects Where the Total Project Value Exceeds \$75,000. Contractor's payments to its employees must be for not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, and must be paid to all workers performing work under the contract. The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less by any subcontractor. A legible list of all prevailing wage rates must remain posted in a prominent and easily acceptable place at the worksite by each contractor and subcontractor on the project. The Contractor agrees to submit certified payrolls and an affidavit of compliance to ensure compliance with prevailing wage requirements.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (Company)

PART V: FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

For Contracts with the City of Odessa, Missouri:

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri political subdivision must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the City (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the City.

Accordingly, your company:

1. Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" and deliver the same to the City prior to or contemporaneously with the execution of its contract;
2. Affirms it is enrolled in the "E-Verify" work authorization program in the United States, and is participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided;
3. Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the district.
4. Affirms you will notify the City if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
5. Agrees to provide documentation of your participation in E-Verify to the City prior to or contemporaneously with the execution of its contract with the City (or at any time thereafter upon request), by providing an E-Verify screen print out (or equivalent documentation) confirming your participation in E-Verify;
6. Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

7. Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the City of Odessa.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (Company)

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

- a. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
- b. I am employed by _____ ("Company") and have authority to issue this affidavit on its behalf.
- c. Company is enrolled in and participating in the United States E-Verify federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to the City of Odessa, to the extent allowed by E-Verify.
- d. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the City.

FURTHER AFFIANT SAYETH NOT.

By: _____

(Signature) Print Name/Title: _____

On Behalf of: _____ (Company)

STATE OF _____)
) ss.
COUNTY OF _____)

Submitted and sworn to before me this _____ day of _____, 2025.

Notary Public

Print Notary Name

My commission expires:

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

STATEMENT OF QUALIFICATIONS PROPOSAL SIGNATURE FORM

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 terms and conditions of the RFP, 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/Fax Number)

(Email Address)

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

PART VI: Bid Page

Tree Trimming Maintenance

Bidder must complete the following section in its entirety, sign and date where indicated.

A. TOTAL PRICE:

Hourly Base Rate	
Tree Removal	\$
Tree Pruning	\$
Emergency Tree Service Rates	\$

B. ACCEPTANCE OF BID BY CITY:

The City shall have _____ calendar days (60 calendar days unless a different period is inserted by bidder) from the date of opening, to accept bidder's offer.

C. START TIME _____ CALENDAR DAYS

D. TERMS / DISCOUNTS: Net _____ DISCOUNTS OFFERED: _____% _____ DAYS
(after receipt of invoice for prompt payment)

E. SIGNATURE(S):

Company Name and Address

Signature (Authorized Representative)

Title

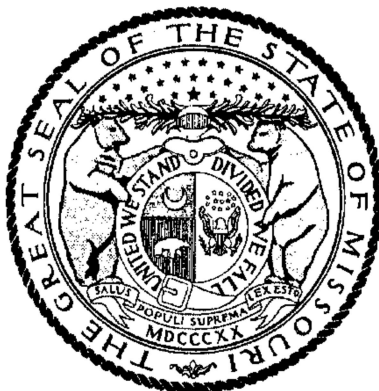
Telephone

DATE _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 054
LAFAYETTE COUNTY

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

Original Signed by _____

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$25.56*
Boilermaker	\$25.56*
Bricklayer-Stone Mason	\$25.56*
Carpenter	\$65.96
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$25.56*
Plasterer	
Communication Technician	\$25.56*
Electrician (Inside Wireman)	\$74.67
Electrician Outside Lineman	\$25.56*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$25.56*
Glazier	\$25.56*
Ironworker	\$78.77
Laborer	\$50.77
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$25.56*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$25.56*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$25.56*
Plumber	\$83.90
Pipe Fitter	
Roofer	\$25.56*
Sheet Metal Worker	\$25.56*
Sprinkler Fitter	\$25.56*
Truck Driver	\$25.56*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
LAFAYETTE County

Section 054

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$25.56*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$25.56*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.46
General Laborer	
Skilled Laborer	
Operating Engineer	\$61.20
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$25.56*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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