



City of O'Fallon
ON-CALL MATERIALS TESTING
Request for Proposals #23-101

CITY OF O'FALLON, MISSOURI
REQUEST FOR PROPOSALS
RFP NUMBER 23-101
ON-CALL MATERIALS TESTING
DECEMBER, 2023

INCLUDED ARE:

Proposal Instructions

Terms and Conditions

Scope of Work

Proposal Form

CITY OF O’FALLON, MISSOURI

PROPOSAL INSTRUCTIONS

PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified companies capable of providing on-call construction material testing services, including Eastern Missouri Pavement Consortium (EMPC) materials for the City of O’Fallon. The RFP states the overall scope of services desired and specific functionality as well as required vendor qualifications.

This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of O’Fallon (hereafter referred to as “the City”) to satisfy the needs as outlined in the scope of services.

BACKGROUND:

This bid is being administered by the City of O’Fallon who, for this proposal, will request both internal on-call material testing and soils engineering costs, but also will represent the Eastern Missouri Pavement Consortium (EMPC) and its needs. The contract for services contemplated herein will be with the City of O’Fallon and on behalf of the EMPC. The current member agencies of the EMPC are: St. Charles County, the City of St. Charles, the City of St. Peters, the City of O’Fallon, the City of Wentzville, the City of Lake St. Louis, the City of Dardenne Prairie, and the City of Cottleville, but may be amended at any time.

SCHEDULE OF ACTIVITIES

Release and advertisement of RFP:	December 29, 2023
Deadline for submission of questions:	January 10, 2024 by 12:00 P.M. CST
Proposal submission deadline:	January 16, 2024 at 3:00 P.M. CST

PROPOSAL SUBMISSION

Sealed proposals must be received by the City of O’Fallon, Missouri; Purchasing Office, 100 North Main Street; O’Fallon, Missouri 63366 prior to January 16, 2024 at 3:00 P.M. (prevailing central time). Each proposal shall consist of one original (identified as such) and one electronic copy on flash/thumb drive of the complete proposal. The file submitted on flash/thumb drive shall include all attachments and signatures, where applicable.

It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.

Proposals must be clearly identified as a proposal for the City of O’Fallon, Missouri “**RFP # 23-101 ON-CALL MATERIALS TESTING**” and shall show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. Do not staple or submit bid in any type of binder; binder clips are acceptable.

QUESTIONS

All questions must be submitted in writing to Christine Grabin, Purchasing Agent, no later than 12:00 P.M. (CST) on January 10, 2024, via email cgrabin@ofallon.mo.us. The City will only respond by the end of day on January 12, 2024 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <http://www.ofallon.mo.us/bid-opportunities>

AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all proposers who received the original RFP from the City of O'Fallon. This does not relieve the submitting company the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: <http://www.ofallon.mo.us/bid-opportunities>. If you received this RFP by means other than the bid system, you must furnish your company name, address, and telephone number to the Purchasing Agent identified in the Proposal Instructions section in order to receive any addendum to this RFP. Proposers shall acknowledge receipt of each addendum issued in the space provided on the RFP form.

END OF PROPOSAL INSTRUCTIONS

CITY OF O'FALLON, MISSOURI

TERMS AND CONDITIONS

QUALIFICATIONS:

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O'Fallon and/or the State of Missouri.

LAW GOVERNING:

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

NON-DISCRIMINATING:

The Contractor, its employees, and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

E-VERIFY:

Company shall be E-Verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

METHOD OF AWARD / SELECTION:

The proposals will be evaluated by the City. A response summary of proposals will be available by contacting Christine Grabin, Purchasing Agent. The response summary will only include the names of the companies that submitted proposals that were delivered by the required RFP submittal date and time. Until award of the contract, the Responses shall be held in confidence and shall not be available for public review.

TERMS/CANCELLATION AND DAMAGES:

This contract may be terminated by either or both parties upon thirty (30) days written notice or upon mutual agreement of both parties.

If the City, because of the Vendor's breach, terminates this Contract, the City shall have the right to purchase service elsewhere and to charge the Vendor with any additional cost incurred.

Notwithstanding the above, the Vendor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Vendor and the City may withhold any payments to the Vendor until such time as the amount of such damages due the City from the Vendor shall be determined.

PRICING:

This request for proposal is a one (1) year agreement initially, with the option to extend to subsequent years as described below and exercised at the sole discretion of the City of O'Fallon, Missouri. The pricing stated by the respondent in the cost proposal section shall remain firm for a one (1) year period from the start date of the contract. No price increases will be allowed for the duration of the contract. Price decreases are allowed at any time.

RENEWAL & EXTENSION:

The successful bidder will be awarded a one (1) year agreement effective the date of award. Prices must not be increased for the entire agreement period. At the City's option, the agreement may be renewed for two (2) additional one (1) year periods. **In no event shall the term plus renewals exceed three (3) years.** The items or services purchased under this agreement may be subject to a price increase at the time of renewal, by mutual agreement. The exact increase or maximum percent increase shall be indicated on the price sheet of the proposal packet. The stated maximum percent increase will be in full force and effect for the stipulated year and no adjustments will be allowed. It is the responsibility of the bidder to evaluate and provide the proper and accurate maximum percent increase for each subsequent year as no adjustments will be made in future years should the City determine a renewal would be granted. Request for a price increase for each period must be presented to the City at least sixty (60) days before the expiration of the current agreement. If a request for increase is not presented, the prices will remain. Price decreases are allowed at any time.

AWARD REQUIREMENTS:

Once the City is prepared to award the contract to the selected company, the company will need to provide the following documents to the City.

- Signed contract agreement
- Current certificate of insurance
- E-Verify Memorandum of Understanding
- W-9 with original signatures

Once all of these items are received and fully executed, then the City will issue the Notice to Proceed.

It is the desire of the City to award a single contract for the entire scope of services outlined in this request for proposals. All proposals are subject to staff analysis. The City of O'Fallon reserves the right to accept or reject any and all proposals received.

CONTACT WITH CITY OF O'FALLON PERSONNEL:

As specified above, all contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process.

RESPONSE MATERIAL OWNERSHIP:

All proposals become the property of the City of O'Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

PROPRIETARY INFORMATION:

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost or pricing information nor a total proposal will be considered proprietary.

CONFIDENTIALITY:

The Vendor agrees that it will not permit the disclosure or duplication of any information received from the City or stored on City systems unless such disclosure or duplication is specifically authorized in writing by the City, or as required by law.

The City agrees that it will not disclose or duplicate any information designated in advance by the Vendor as “Confidential/Proprietary” information to any person (other than City personnel who must have access to such information) unless such duplication, use or disclosure is specifically authorized in writing by the Vendor or is required by law. The term “Confidential/Proprietary” does not include ideas, techniques, or concepts that are in the public domain.

EVALUATION RIGHTS:

The City reserves the right to: a) reject any or all proposals, or to make no award, b) require modifications to initial proposals, c) make partial or multiple awards, or d) further negotiate costs submitted in proposals. The City reserves the right to award the contract in any manner deemed in the best interest of its citizens.

REJECTION OF PROPOSALS:

The City of O’Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

INCURRING COSTS:

The City of O’Fallon, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:

Proposals shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the company of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

DISCRIMINATION POLICY:

The City of O’Fallon advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

WAIVER:

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

INSURANCE:

The firm or company that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of O’Fallon as an “Additional Insured” during the Term of the Agreement, and a copy of such “Additional Insured” endorsement must accompany the certificate.

INDEMNITY:

The Vendor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Vendor shall likewise be liable for the cost, fees and expenses incurred in the City’s or the Vendor’s defense of any such claims, actions, or suits.

PAYMENT TERMS AND CONDITIONS:

The City’s payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City’s tax-exempt certificate shall be presented to the firm or company that is awarded a contract.

Inquiries concerning this Request for Proposals shall be directed to:

Christine Grabin
Purchasing Agent
City of O’Fallon, Missouri
100 North Main Street
O’Fallon, Missouri
Phone: (636) 379-5527
cgrab@ofallon.mo.us

CITY OF O’FALLON, MISSOURI

RFP NUMBER 23-101

SCOPE OF SERVICES

The City of O’Fallon is requesting proposals from Certified Materials Testing Agencies capable of performing field and laboratory testing of construction materials as an on-call, “fee for service” basis for various projects and material sites. The City requests that submitting firms provide the attached proposal forms, but also base rate sheets for all services the firm provides.

General scope for the typical on-call services include, but not limited to, the following and shall not be considered all-encompassing:

- General construction testing needs for Civil & Building projects:
 - Typical construction material testing
 - Super Pave coordination and execution of the developed plans
 - Geotechnical/subsurface exploration and reporting, foundation analysis, pavement design, seismic hazard analysis, in-house insitu testing (CPTS’, CMT, VST), Ph1 Environmental Site Assessments, asbestos/demolition services, Cultural resource surveys, wetland delineation/section 404 permitting, stormwater monitoring, etc.
 - General soils engineering needs
 - General aid with permitting through Department of Natural Resources and U.S. Army Corps of Engineers
 - Special inspections

The City of O’Fallon is also requesting certified material testing services on behalf of the Eastern Missouri Pavement Consortium (EMPC) for the necessary on-call testing services needed by the City of O’Fallon and throughout the EMPC Member municipal agencies or other areas, as required. It is understood that some of the test requested in this solicitation may or may not be something a firm can complete in house. Sub-consultant work is allowed and shall be noted properly on the bid form.

Regarding work under the EMPC scope, this bid is for construction material testing services for quality assurance. The bidder will not be providing professional expert advice.

FEE SCHEDULE

The respondent must provide a firm price as identified in Fee Schedule and return it with the respondent’s proposal. Cost shall be evaluated using the respondent’s price as quoted on the proposal. The respondent is to submit pricing based on a firm, fixed price (unit rate).

Firms must submit prices for testing items listed in the mandatory items on fee schedule. It is requested to submit your company’s information showing all services you can provide and associated prices for evaluation and review. The City reserves the right to utilize the awarded company for all services provided as deemed necessary through the contract period. This could include, but not limited to, environmental testing and services, soils engineering, special inspection or testing services, geotechnical services, or any other service provided by the company. Services not included in the unit price sheets of the proposal would be negotiated utilizing the provided pay rates for said services and will be provided on an as needed basis with written authorization by the City.

BIDDER’S EXPERIENCE, CAPABILITY, AND RELIABILITY

Experience and reliability of the respondent’s organization is to be considered in the evaluation process. Therefore, the respondent is advised to submit any information that documents successful and reliable

experience in past performances, especially those performances related to the requirements of this Request for Proposal.

It is required to submit with the proposal a short qualifications statement listing laboratory capability and certifications, staff certifications and supervisor expertise.

Testing Laboratories engaged to perform material testing as part of this proposal must demonstrate the experience and capability to conduct testing and inspections as documented according to ASTM E 329. The Laboratory must be currently accredited by the American Association of State Highway and Transportation Officials (AASHTO) through the “AASHTO Accreditation Program”. Technicians performing concrete quality control tests must hold the applicable American Concrete Institute (ACI), MoDOT, or equivalent certifications for the tests being performed.

CONTRACTOR'S WORK SCHEDULE

On call as needed. Premium rates for night and weekends will be negotiated if needed. Monthly assignments may be executed at the contractor’s option or nights or weekends with prior notice to the city.

INCLUSION OF EASTERN MISSOURI PAVEMENT CONSORTIUM MEMBERS

The City of O’Fallon on behalf of the Eastern Missouri Pavement Consortium (EMPC) is asking all responding vendors to indicate their willingness to extend the EMPC material testing terms (Group A-D) of resulting contract, inclusive of price, to other interested members of the EMPC. While this clause in no way commits any EMPC member to purchase from EMPC’s awarded contractor, nor does it guarantee any additional orders will result, it does allow EMPC Members, at their discretion, to make use of EMPC’s competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other EMPC Members shall be understood to be transactions between that EMPC member and the awarded vendor; the EMPC shall not be responsible for any such purchases.

Supplemental Information (use additional sheets as necessary):

1. Name of primary contact, address and phone number.

2. What day(s) and time(s) is the primary contact available?

3. Provide a brief history of the company.

4. Describe any name or ownership changes in the past five (5) years.

5. Provide at least four (4) references of current or past clients for the same services being requested. Include the following information for each reference:

- Agency name
- Address, city, state, zip
- Contact information
- # of Years of use

6. Cost Proposal:

- Provide a comprehensive cost proposal with a complete breakdown.
- The City reserves the right to choose all or a portion of the items proposed.

7. Renewal & Extension:

- In the event that the City of O'Fallon exercises its options to renew the contract for two (2) additional one (1) year periods pursuant to the applicable provisions outlined in this document, the Proposer shall provide below, the maximum percentages of increase or maximum percentage of decrease for each renewal period. **The proposer is cautioned that the percentages shall be computed against the ORIGINAL contract/unit prices during renewal periods.** Furthermore, the Bidder is advised that the City does not automatically grant increases at the time of renewing the contract and that if an increase isn't requested, documentation of need must be provided at the time of renewal.

Optional 1st Renewal Period Maximum % Increase over Year 1 Bid Prices: _____ %

Optional 1st Renewal Period Maximum % Decrease over Year 1 Bid Prices: _____ %

Optional 2nd Renewal Period Maximum % Increase over Year 1 Bid Prices: _____ %

Optional 2nd Renewal Period Maximum % Decrease over Year 1 Bid Prices: _____ %

Evaluation Criteria:

The City reserves the right to select the Vendor who best meets the “overall” needs of the City of O’Fallon based primarily on the following criteria (not listed in any order of importance):

- All costs related to the proposal, both initial unit prices and extension rates.
- Offered services package
- Company’s expertise & experience
- The ability to serve the City of O’Fallon’s needs for multiple years.
- Adherence to the requested information specifications, thoroughness of the Proposal, as well as the overall format of the presentation
- The financial stability, longevity, and strength of the Vendor

END OF SCOPE OF SERVICES

CITY OF O’FALLON, MISSOURI

PROPOSAL FORM

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal Number 23-101 and to all the conditions imposed herein, the undersigned offers and agrees to provide an ON-CALL MATERIALS TESTING for the City of O’Fallon in accordance with the scope of services and intent of the request for proposals contained herein.

Proposal Form shall be attached to respondent’s proposal.

Indicate whether: () Individual; () Partnership; () Corporation

Incorporated in the state of: _____

COMPANY: _____

SIGNATURE: _____

ADDRESS: _____

NAME: _____

CITY: _____

TITLE: _____

STATE/ZIP: _____

PHONE NO.: _____

TAX ID NO.: _____

DATE: _____

Acknowledge the receipt of addenda by initialing box below as appropriate.			
Addenda 1 _____	Addenda 2 _____	Addenda 3 _____	Addenda 4 _____

PRICING

In accordance with the advertisement inviting proposals regarding the requested services and for the Eastern Missouri Pavement Consortium, subject to the conditions, contract documents, and specifications, (including all addenda, which so far as they relate to the proposal are made part of it, the undersigned herewith propose to provide the services specified at the following unit prices.

Anticipated Typical On-Call Testing Schedule:

The on-call testing stated below will be completed based upon written authorization from the City of O'Fallon. Work completed without written consent will be the responsibility of the Vendor and will not be paid for by the City of O'Fallon.

Anticipated EMPC Testing Schedule:

The testing noted below for categories A (Ready Mix Plant), B (Quarry Aggregate) and D (Sand Supplier) will be performed randomly, as directed by the City or EMPC or their representative, during the designated construction season (typically April 1 to November 15). Testing for category C (Precast Plant) shall be performed, as requested by the City of EMPC or their representative. Testing shall be such that each EMPC approved product supplier shall be tested at least once per year (possibly more, depending on the available budget and time). The results of these tests shall be shared with the City and EMPC and the supplier, upon written request, who is providing the materials to the EMPC via the EMPC webpage. Results shall be published in a PDF format, suitable for upload to the EMPC webpage, and shall be furnished to the company responsible for the administration of the EMPC website.

Description of Ready Mix Plant Test (Group A):

Company shall perform all material testing at a ready mix plant and/or testing laboratory as listed in table. **This item is mandatory for proposal acceptance.** Company will check the sub-work column next to items that will be sub-contracted. All testing shall be completed by a MoDOT Certified employee.

All testing shall comply with ASTM C33 and consultants will be required to report all data and compare said testing data to ASTM C33 requirements. See EMPC requirements through the website at the following link: <https://www.empcpavement.org/>

Proposal Fee shall include all materials and labor required to complete the work, including but not limited to equipment, reproduction and other printing costs, data/telecommunications, lab fees, mileage up to 70 miles round trip, etc. Mileage will be paid in addition to the fee schedule for Group A if a testing location is outside the limits of a 70 mile round trip from the point of origin for the Consultant.

READY MIX PLANT TEST (Group A)			
TEST DESCRIPTION	STANDARD	FEE	Sub Work (Y/N)
Sieve Analysis	ASTM C136	Included	
Minus #200 Sieve	ASTM C117	Included	
Deleterious Content	MODOT TM-71	Included	
Bulk Specific Gravity (Oven Dry) & SSD Specific Gravity	ASTM C127	Included	
Compressive Strength Test, 4"x8" (5 cylinders)	ASTM C39	Included	
Unit Weight of Aggregate	ASTM C29	Included	
Moisture Content of Aggregate	ASTM C566	Included	
ASR Reactivity	Modified ASTM C1567	Included	
Air Content/Slump	ASTM C231/C143	Included	
Total for all items:		\$	

<Proposal Form continued on next page>

Description of Quarry Aggregates Test (Group B):

Company shall perform all material testing at a ready mix plant and/or testing laboratory as listed in table. **This item is mandatory for proposal acceptance.** Company will check the sub-work column next to items that will be sub-contracted. All testing shall be completed by a MoDOT Certified employee.

All testing shall comply with ASTM C33 and consultants will be required to report all data and compare said testing data to ASTM C33 requirements. See EMPC requirements through the website at the following link: <https://www.empcpavement.org/>

Proposal Fee shall include all materials and labor required to complete the work, including but not limited to equipment, reproduction and other printing costs, data/telecommunications, lab fees, mileage up to 70 miles round trip, etc. Mileage will be paid in addition to the fee schedule for Group A if a testing location is outside the limits of a 70 mile round trip from the point of origin for the Consultant.

QUARRY AGGREGATE TEST (Group B)			
TEST DESCRIPTION	STANDARD	FEE	Sub Work (Y/N)
Sieve Analysis	ASTM C136	Included	
Minus #200 Sieve	ASTM C117	Included	
Deleterious Content	MODOT TM-71	Included	
Specific Gravity and Absorption (Fine/Coarse Aggregate)	ASTM C128/C127	Included	
Moisture Content of Aggregates	ASTM C566	Included	
Dry Rodded Unit Weight	ASTM C29	Included	
Fine Aggregate Particle Shape (!)	ASTM C1252	Included	
L.A. Abrasion (1)	ASTM C131	Included	
Flat and Elongated Particles	ASTM D4791	Included	
Sand Equivalent	ASTM D2419	Included	
Wash Gradation	ASTM C117	Included	
Sodium Sulfate Soundness (5 cycles) (1)	ASTM C88	Included	
Micro Deval Abrasion Test	ASTM D6928	Included	
Durability Factor Test	ASTM C666	Included	
Collect a 50 lb sample of aggregate and retain for two months		Included	
Total for all items:		\$	

<Proposal Form continued on next page>

Description of Precast Plant test (Group C):

Company shall perform all material testing at a ready mix plant and/or testing laboratory as listed in table. **This item is mandatory for proposal acceptance.** Company will check the sub-work column next to items that will be sub-contracted. All testing shall be completed by a MoDOT Certified employee.

All testing shall comply with ASTM C33 and consultants will be required to report all data and compare said testing data to ASTM C33 requirements. See EMPC requirements through the website at the following link: <https://www.empcpavement.org/>

Proposal Fee shall include all materials and labor required to complete the work, including but not limited to equipment, reproduction and other printing costs, data/telecommunications, lab fees, mileage up to 70 miles round trip, etc. Mileage will be paid in addition to the fee schedule for Group A if a testing location is outside the limits of a 70 mile round trip from the point of origin for the Consultant.

PRECAST PLANT (Group C)			
DESCRIPTION		FEE	Sub Work (Y/N)
Sieve Analysis	ASTM C136	Included	
Minus #200 Sieve	ASTM C117	Included	
Deleterious Content	MODOT TM-71	Included	
Unit Weight of Aggregate	ASTM C29	Included	
ASR Reactivity	Modified ASTM C1567	Included	
Moisture Content of Aggregate	ASTM C566	Included	
Compressive Strength Test, 4"x8" (5 cylinders)	ASTM C39	Included	
Air Content/Slump, each	ASTM C231/C143	Included	
Total for all items:		\$	

<Proposal Form continued on next page>

Description of Sand Supplier test (Group D):

Company shall perform all material testing at a ready mix plant and/or testing laboratory as listed in table. **This item is mandatory for proposal acceptance.** Company will check the sub-work column next to items that will be sub-contracted. All testing shall be completed by a MoDOT Certified employee.

All testing shall comply with ASTM C33 and consultants will be required to report all data and compare said testing data to ASTM C33 requirements. See EMPC requirements through the website at the following link: <https://www.empcpavement.org/>

Proposal Fee shall include all materials and labor required to complete the work, including but not limited to equipment, reproduction and other printing costs, data/telecommunications, lab fees, mileage up to 70 miles round trip, etc. Mileage will be paid in addition to the fee schedule for Group A if a testing location is outside the limits of a 70 mile round trip from the point of origin for the Consultant.

SAND SUPPLIER (Group D)			
DESCRIPTION		FEE	Sub Work (Y/N)
Sieve Analysis	ASTM C136	Included	
Clay Lumps and Friables	ASTM C142	Included	
Minus #200 Sieve	ASTM C117	Included	
Deleterious Content	MODOT TM-71	Included	
Specific Gravity and Absorption	ASTM C127	Included	
Moisture Content of Aggregate	ASTM C566	Included	
Sodium Sulfate Test	ASTM C88	Included	
Lightweight Particles and Lignite	ASTM C123	Included	
ASR Reactivity	Modified ASTM C1567	Included	
Unit Weight	ASTM C128	Included	
Total for all items:		\$	

<Proposal Form continued on next page>

Description of Individual On-Call Material Testing Services:

Perform on-call material testing as directed. Items denoted with an (*) are mandatory for proposal acceptance. Complete the fee column for the service items the Company provides. Company will check the sub-work column next to items that will be sub-contracted. All testing shall be completed by a MoDOT Certified employee.

Field collection and testing will be paid at the certified technician unit rate and laboratory testing will be reimbursed according to the test fee schedule rate. Premium pay will only be paid if preauthorized.

All testing shall comply with ASTM C33 and consultants will be required to report all data and compare said testing data to ASTM C33 requirements. If applicable, see EMPC requirements through the website at the following link: <https://www.empcpavement.org/>

Proposal Fee shall include all materials and labor required to complete the work, including but not limited to equipment, reproduction and other printing costs, data/telecommunications, lab fees, mileage up to 70 miles round trip, etc. Mileage will be paid in addition to the fee schedule if a testing location is outside the limits of a 70 mile round trip from the point of origin for the Consultant.

INDIVIDUAL MATERIAL TESTING SERVICES			
DESCRIPTION		FEE	Sub Work (Y/N)
SOIL TESTING			
Atterberg Limits, each(*)	ASTM D4318	\$	
Plasticity Index / Liquid Limit, each(*)	ASTM D4318	\$	
Gradation Analysis, Sieve & Minus #200 Sieve, each(*)	ASTM C136/C117	\$	
Moisture Content, each(*)	ASTM D2216	\$	
Standard Proctor Moisture - Density, each(*)	ASTM D698	\$	
Modified Proctor Moisture - Density, each(*)	ASTM D1557	\$	
Specific Gravity, each(*)	ASTM D854	\$	
Unconfined Compression, each	ASTM D2166	\$	
California Bearing Ratio (CBR), First Point	ASTM D1883	\$	
California Bearing Ratio (CBR), Additional Point	ASTM D1883	\$	
Unit Weight Determination, each	ASTM D2937	\$	
Direct Shear, per Point	ASTM D3080	\$	
Loss-on-Ignition (Organic Content), each	ASTM D7348	\$	
Lightweight Particles and Lignite	ASTM C123	\$	
Unit Weight, each	ASTM D1556	\$	
ASPHALT TESTING(*)			
Asphalt Extraction, Content only, each(*)	ASTM D2172	\$	
Asphalt Extraction, Content and Gradation, each(*)	ASTM D2172	\$	
Asphalt Ignition, Content only, each(*)	ASMT D6307	\$	
Asphalt Ignition, Content and Gradation, each(*)	ASTM D6307	\$	
Bulk Density of Core Samples, each(*)	ASTM D2950	\$	
Maximum Specific Gravity (Rice), each(*)	ASTM D2041	\$	
Asphalt Content - Nuclear Method, each(*)	ASTM D4125	\$	
Asphalt Correction Factor, each(*)		\$	

<Proposal Form continued on next page>

INDIVIDUAL MATERIAL TESTING SERVICES - Continued			
DESCRIPTION		FEE	Sub Work (Y/N)
CONCRETE / AGGREGATE TESTING			
Sieve Analysis, each (*)	ASTM C136	\$	
Minus #200 Sieve, each (*)	ASTM C117	\$	
Deleterious Content, each (*)	MODOT TM-71	\$	
Specific Gravity and Absorption, each (*)	ASTM C127/C128	\$	
Compressive Strength Test, 4"x8" or 3"x6" (*)	ASTM C39	\$	
Compressive Strength Test, 6"x12", each (*)	ASTM C39	\$	
Cylinder Molds purchased separately, each(*)		\$	
Alkali Silica Reaction (ASR), each (*)	ASTM C1567 Modified	\$	
Unit Weight of Aggregate, each (*)	ASTM C29	\$	
Moisture Content of Aggregate, each (*)	ASTM C566	\$	
Air Content/Slump, each (*)	ASTM C231/C143	\$	
Fine Aggregate Particle Shape, each (*)	ASTM C1252	\$	
Flat and Elongated Particles, each (*)	ASTM D4791	\$	
L.A. Abrasion, each (*)	ASTM C131	\$	
Sand Equivalent, each (*)	ASTM D2419	\$	
Sodium Sulfate Soundness (5 cycles) (*)	ASTM C88	\$	
Micro Deval Abrasion Test, each (*)	ASTM D6928	\$	
Wash Gradation, each (*)	ASTM C117	\$	
Clay Lumps and Friables	ASTM C142	\$	
Lightweight pieces	ASTM C123	\$	
Durability Factor Test	ASTM C666	\$	
MISC SERVICES			
Asphalt Coring (4" diamter), per inch(*)		\$	
Nuclear Density Equipment/Half Day-4hours (*)		\$	
Concrete Coring (4" diamter), per inch (*)		\$	
Mortar Bar Expansion, each (*)	ASTM C1260	\$	
Modot Certified Field Technician, hour (*)		\$	
Modot Certified Field Technician, Premium Pay, hour (*)		\$	
Trip Charge (includes travel time and mileage up to 70 mile round trip limit)(*)		\$	
Mileage (outside 70 mile round trip limit) \$/Mile (*)		\$	

REQUIRED TO ANSWER:

Proposer is willing to extend specific terms of this contract for Groups A-D to all members of EMPC:

YES **NO**

Company Name: _____

Signatory Authority: _____

Title: _____

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O’Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

My commission expires:

Notary Public

[Attach documentation of enrollment/participation in a federal work authorization program]