



City of O'Fallon
Construction Testing & Inspection Services
Request for Proposals #25-039

CITY OF O'FALLON, MISSOURI

REQUEST FOR PROPOSALS

RFP NUMBER 25-039

Construction Testing & Inspection Services

April 11, 2025

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 construction testing & inspections services 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 proposal is being administered by the City of O’Fallon who, for this proposal, will request on-call special inspections and testing services during the primary stages of construction of the new public works facility phase 2.

SCHEDULE OF ACTIVITIES

Release and advertisement of RFP:	April 11, 2025
Deadline for submission of questions:	April 17, 2025 at 12:00 P.M. CDT
Proposal submission deadline:	April 30, 2025 at 12:00 P.M. CDT

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 April 30, 2025, at 12:00 P.M. (prevailing central time). Each proposal shall consist of one original (identified as such) and three (3) copies.

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 # 25-039 Construction Testing & Inspection Services**” 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. (CDT) on April 17, 2025, via email cgrabin@ofallonmo.gov. The City will only respond by the end of day on April 22, 2025 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <https://www.ofallonmo.gov> under 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: <https://www.ofallonmo.gov> under 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 this proposal is for the duration of the project, 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 from the start date of the contract to completion of the project. The anticipated start date will be May/June 2025 with an anticipated completion date of August 2026. No price increases will be allowed for the duration of the contract. Price decreases are allowed at any time.

RENEWAL & EXTENSION:

Prices must not be increased for the entire agreement period. At the City's option, the agreement may be renewed for an additional one (1) year period. **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. Request for a price increase 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

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
cgrabin@ofallonmo.gov

END OF TERMS AND CONDITIONS

CITY OF O'FALLON, MISSOURI

RFP NUMBER 25-039

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 categories of construction:
 - Typical construction material testing
 - General soils and rock evaluation and compaction testing
 - Footing inspections
 - Reinforcing (rebar) inspections
 - Concrete sampling and testing (footings, floor slabs, and paving)
 - Special inspections

FEE SCHEDULE

The respondent must provide a firm price as identified in Fee Schedule and return it with the respondent's proposal. The respondent is to provide the unit price even if the quantities listed are zero (0). 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 Invitation to Bid.

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.

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 and a grand total.
- 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 an additional one (1) year period 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 the 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 Total Bid Price: _____ %

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

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 25-039 and to all the conditions imposed herein, the undersigned offers and agrees to provide Construction Testing & Inspection Services 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 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.

TESTING AND INSPECTION SERVICES			
PERSONNEL/EQUIPMENT	UNIT COST	PER HOUR	
Senior Engineer	\$		
Project Manager	\$		
Senior Technician	\$		
Technician	\$		
Administrative	\$		
Vehicle Charge	\$		
Nuclear Density Equipment	\$		
Other	\$		
Other	\$		

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.

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.

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 etc.

INDIVIDUAL MATERIAL TESTING SERVICES				
DESCRIPTION		QUANTITY	UNIT PRICE	EXTENDED COST TOTAL
SOIL AND BACKFILL TESTING				
Atterberg Limits, each(*)	ASTM D4318	2	\$	\$
Plasticity Index / Liquid Limit, each(*)	ASTM D4318	2	\$	\$
Gradation Analysis, Sieve & Minus #200 Sieve, each(*)	ASTM C136/C117	2	\$	\$
Moisture Content, each(*)	ASTM D2216	2	\$	\$
Standard Proctor Moisture - Density, each(*)	ASTM D698	2	\$	\$
Modified Proctor Moisture - Density, each(*)	ASTM D1557	2	\$	\$
Specific Gravity, each	ASTM D854	2	\$	\$
Unconfined Compression, each	ASTM D2166	0	\$	\$
California Bearing Ratio (CBR), First Point	ASTM D1883	0	\$	\$
California Bearing Ratio (CBR), Additional Point	ASTM D1883	0	\$	\$
Unit Weight Determination, each	ASTM D2937	0	\$	\$
Direct Shear, per Point	ASTM D3080	0	\$	\$
Loss-on-Ignition (Organic Content), each	ASTM D7348	0	\$	\$
Lightweight Particles and Lignite	ASTM C123	0	\$	\$
Unit Weight, each	ASTM D1556	0	\$	\$

<Bid Form continued on next page>

INDIVIDUAL MATERIAL TESTING SERVICES - Continued				
DESCRIPTION		QUANTITY	UNIT PRICE	EXTENDED COST TOTAL
CONCRETE / AGGREGATE TESTING				
Sieve Analysis, each (*)	ASTM C136	1	\$	\$
Minus #200 Sieve, each (*)	ASTM C117	1	\$	\$
Deleterious Content, each (*)	MODOT TM-71	1	\$	\$
Specific Gravity and Absorption, each (*)	ASTM C127/C128	1	\$	\$
Compressive Strength Test (breaks), 4"x8" or 3"x6" (*)	ASTM C39	500	\$	\$
Compressive Strength Test, 6"x12", each (*)	ASTM C39	0	\$	\$
Cylinder Molds purchased separately, each(*)		500	\$	\$
Alkali Silica Reaction (ASR), each	ASTM C1567 Modified	0	\$	\$
Unit Weight of Aggregate, each	ASTM C29	0	\$	\$
Moisture Content of Aggregate, each	ASTM C566	0	\$	\$
Air Content/Slump, each	ASTM C231/C143	0	\$	\$
Fine Aggregate Particle Shape, each	ASTM C1252	0	\$	\$
Flat and Elongated Particles, each	ASTM D4791	0	\$	\$
L.A. Abrasion, each	ASTM C131	0	\$	\$
Sand Equivalent, each	ASTM D2419	0	\$	\$
Sodium Sulfate Soundness (5 cycles)	ASTM C88	0	\$	\$
Micro Deval Abrasion Test, each	ASTM D6928	0	\$	\$
Wash Gradation, each	ASTM C117	0	\$	\$
Clay Lumps and Friables	ASTM C142	0	\$	\$
Lightweight pieces	ASTM C123	0	\$	\$
Durability Factor Test	ASTM C666	0	\$	\$
FIELD INSPECTION SERVICES				
Inspect Bottom Of Trench Excavations Prior To Placement Of Backfill (one inspection per day for a total of 20 days)	On Site	20 inspections	\$	\$
Test Backfill Lifts For Compaction During Insatllation Of Underground Utility Lines (multiple test per day asume on site for 4 hours)	On Site	50 – ½ days	\$	\$
Inspect Bottom of Footing Prior to Pouring Footings (one inspection per day for 30 separate days)	On Site	30 inspections	\$	\$
Inspect Rebar Placement in Footings (one inspection per day for 30 separate days)	On Site	30 Inspections	\$	\$

Test For Air/Slump/Temperature and Cast Cylinder Sets For Footing Concrete Pours (One set per day for a total of 20 separate days)	On Site	20 Sets	\$	\$
Test For Air/Slump/Temperature and Cast Cylinder Sets For Floor Slab Concrete Pours (one set per day for a total of 25 separate days)	On Site	25 Sets	\$	\$
Test For Air/Slump/Temperature and Cast Cylinder Sets For Concrete Paving Pours (four sets per day for a total of 20 separate days)	On Site	80 Sets	\$	\$
Inspect Welds of Metal Deck to Structural Steel or Bar Joists at Roof (multiple inspection per day assume on site for 4 hours)	On Site	10 – ½ Days	\$	\$
Inspect Welds of Metal Deck to Structural Steel at Second Floor (multiple inspections per day assume on site for 4 hours)	On Site	10 – ½ Days	\$	\$
Inspect Full Penetration Structural Steel Welds (assume two tests per a 4 hour day for 10 – ½ days)	On Site	20 Tests	\$	\$
Inspect Fillet Structural Steel Welds (multiple inspections per a 4 hour day for 30 – ½ days)	On Site	30 – ½ Days	\$	\$
Inspect Bolted Connections of Structural Steel (multiple inspections per a 4 hour day for 30 – ½ days)	On Site	30 -1/2 Days	\$	\$
Masonry Grout Compressive Strength Test Cylinders or box cube (assume one sample per day taken for 20 separate days)	On Site	20 Sets	\$	\$
Masonry Mortar Compressive Strength Test Cylinders or box cube (assume one sample per day taken for 20 separate days)	On Site	20 Sets	\$	\$
Additional allowance for testing not defined above	On Site	1 – Lump Sum	\$20,000	\$20,000
TOTAL OF ALL THE EXTENDED COSTS				\$

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:

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

INSURANCE REQUIREMENTS

GENERAL:

The Vendor shall respond to these specifications as an independent contractor and not as an employee of the City of O'Fallon.

WORKER'S COMPENSATION INSURANCE:

The Vendor shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case such work is sublet, the Concessionaire shall require the subcontractor similarly to provide Worker's Compensation Insurance for all such employees to be engaged by the Vendor for such work unless such employees are covered by the protection afforded by the Vendor's Worker's Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Worker's Compensation statute, the Vendor shall provide and shall cause such subcontractor to provide adequate Employer's Liability insurance for the protection of its employees not otherwise protected.

Commercial General Liability Insurance:

The Vendor shall carry public and property damage insurance which shall include bodily injury and accidental death to any person and subject at the minimum limits set forth below:

Liability Limits	\$1,000,000/Per Occurrence
	\$3,000,000/General Aggregate
	\$3,000,000 Products/Completed Operations aggregate
	An umbrella/excess liability policy can be used to attain the required limits.

Commercial Automobile Liability Insurance:

The Vendor shall maintain Commercial Automobile Liability Insurance Coverage in the amounts not less than the minimum limits set forth below:

Bodily Injury and Property Damage	\$3,000,000 Combined Single Liability Limit
	An umbrella/excess liability policy can be used to attain the required limits.

CHANGES IN INSURANCE COVERAGE:

The Contractor shall notify the City of changes in insurance coverage in writing within thirty (30) days.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS:

An original Certificate of Insurance from the company or authorized agent of record must be furnished to the City, provide that the City of O'Fallon is an "Additional Insured" on the Vendor's Commercial General Liability policy during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the insurance certificate. Both the General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against the City. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner.

INDEMNITY:

The Contractor 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 Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, 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 Contractor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of the Contract for claims arising from events occurring while the Contract is in force.

NOTICE OF LAWSUIT:

Within sixty (60) days of service of process, the City shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the City shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within sixty (60) days.

CHOICE OF LEGAL COUNSEL:

The contractor shall provide coverage as stipulated in the contract. In the event of a proceeding, the City retains the right to approve legal counsel for claims brought against the City.

DISPUTES:

Any dispute arising out of this agreement will be resolved under the laws of the State of Missouri.

END OF INSURANCE REQUIREMENTS