



City of O'Fallon

**2026-2027 CAPITAL IMPROVEMENT PROJECTS
TESTING SERVICES**

Request for Proposals #26-043

CITY OF O'FALLON, MISSOURI

REQUEST FOR PROPOSALS

RFP #26-043

**2026-2027 CAPITAL IMPROVEMENT PROJECTS
TESTING SERVICES**

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 special inspection and testing services for 3 Capital Improvement projects within 2 miles of 100 N. Main Street, O’Fallon Missouri, 63366. 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 special inspections and testing service during construction of the following Projects:

- Main Street Phase 3
- Eggering Drive Reconstruction
- Tom Ginnever and North Cool Springs Roundabout

The projects are anticipated to begin Fall this year and extend through Fall of 2027. The project will require [Off-Systems Guide Schedule for Federal-Aid Acceptance Sampling and Testing \(FAST\) - Engineering Policy Guide](#). The project contains federal funding and will require any tester to follow MoDOT epg requirements for local agency construction.

All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of [EPG 106.18 Technician Certification Program](#), for that specific technical area. They will be identified by a certification card issued by the certifying authority. The card will note the expiration date and each certification level and must be on hand during sample and testing. Any individual who has not been qualified is not eligible to perform these functions on federal-aid projects. The testing firm must provide the proposed list of acceptance testers upon execution of a contract and will need to provide a final list of testers who performed testing on the project.

PROJECT LOCATION

The project location is within 2 miles of O’Fallon City Hall.

SCHEDULE OF ACTIVITIES

Release and advertisement of RFP:	August 05, 2026
Deadline for submission of questions:	August 12, 2026 by 12:00 P.M. CDT
Proposal submission deadline:	August 20, 2026 at 2:30 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 August 20, 2026, at 2:30 PM (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 26-043: 2026-2027 CAPITAL IMPROVEMENT PROJECTS TESTING 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 Garrett O'Mara, Purchasing Agent, no later than 12:00 P.M. (CDT) on August 12, 2026, via email gomara@ofallonmo.gov. The City will only respond by the end of day on August 14, 2026, 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. 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 O'Fallon's 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:

The projects are anticipated to begin Fall this year and extend through Fall of 2027. The project will require [Off-Systems Guide Schedule for Federal-Aid Acceptance Sampling and Testing \(FAST\) - Engineering Policy Guide](#). The project contains federal funding and will require any tester to follow MoDOT epg requirements for local agency construction.

All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of [EPG 106.18 Technician Certification Program](#), for that specific technical area. They will be identified by a certification card issued by the certifying authority. The card will note the expiration date and each certification level and must be on hand during sample and testing. Any individual who has not been qualified is not eligible to perform these functions on federal-aid projects. The testing firm must provide the proposed list of acceptance testers upon execution of a contract and will need to provide a final list of testers who performed testing on the project.

Primary Items of work will consist of Earthwork Grading/Compaction Testing, Aggregate Testing, Concrete Testing, and Asphalt Testing.

Pricing shall be valid for 1 year following the execution of the agreement.

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.

END OF TERMS AND CONDITIONS

CITY OF O’FALLON, MISSOURI
SPECIAL INSPECTION AND TESTING SERVICES

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 services include, but not limited to, the following and shall not be considered all-encompassing:

The project will require [Off-Systems Guide Schedule for Federal-Aid Acceptance Sampling and Testing \(FAST\) - Engineering Policy Guide](#). The project contains federal funding and will require any tester to follow MoDOT epg requirements for local agency construction.

All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of [EPG 106.18 Technician Certification Program](#), for that specific technical area. They will be identified by a certification card issued by the certifying authority. The card will note the expiration date and each certification level and must be on hand during sample and testing. Any individual who has not been qualified is not eligible to perform these functions on federal-aid projects. The testing firm must provide the proposed list of acceptance testers upon execution of a contract and will need to provide a final list of testers who performed testing on the project.

Primary Items of work will consist of Earthwork Grading/Compaction Testing, Aggregate Testing, Concrete Testing, and Asphalt Testing.

FEE SCHEDULE

The respondent must provide firm prices as identified in firm’s 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 rates).

Firms must submit prices for testing items listed in the mandatory items on the estimated testing scope. 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.
- The City reserves the right to choose all or a portion of the items proposed.

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.
- Thoroughness of the proposal
- 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 and to all the conditions imposed herein, the undersigned offers and agrees to provide an ON-CALL SPECIAL INSPECTIONS AND TESTING for the City of O'Fallon New Public Works Facility 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 within the scope of the contract may be scheduled via City Inspection department through an approved scheduling system (phone line or other).

Description of Individual On-Call Material Testing Services:

Estimated tests and quantities are identified in the following table. The respondent shall utilize this as a guide for assembling a detailed fee schedule utilizing the firms quoted unit pricing for testing, manhours, equipment, and any incidentals. All unit prices provided on the Firm's proposal shall be valid for a period of 1 year.

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.

Firms shall provide an estimated fee/proposed budget for the 3 projects identified in the table and complete the blanks on page 14 of this RFP. Firms shall attached a detailed fee schedule on company letterhead showing how these budgets were calculated utilizing the Firms quoted fee schedule (technician time, test fees, equipment fees, etc.).

ESTIMATED TESTING NEEDS FOR DEVELOPING TESTING PROPOSAL

Dirt/Soil Earthwork			PROJECT BREAKOUT FOR INFORMATION		
Tests		Total Estimated QTY (EA)	Main Street Phase 3	Eggering	Tom G & N. Cool Springs
Atterberg Limits, each	ASTM D4318	3	1	1	1
Plasticity Index / Liquid Limit, each	ASTM D4318	3	1	1	1
Moisture Content, each	ASTM D2216	3	1	1	1
Standard Proctor Moisture - Density, each	ASTM D698	3	1	1	1
Modified Proctor Moisture - Density, each	ASTM D1557	3	1	1	1
Determining In-Place Density of Soils and Aggregate	MoDOT	20	10	5	5
Aggregate Base/Backfill					
Tests		Estimated QTY (EA)			
Atterberg Limits, each	ASTM D4318	3	1	1	1
Plasticity Index / Liquid Limit, each	ASTM D4318	3	1	1	1
Moisture Content, each	ASTM D2216	3	1	1	1
Standard Proctor Moisture - Density, each	ASTM D698	3	1	1	1
Modified Proctor Moisture - Density, each	ASTM D1557	3	1	1	1
Determining In-Place Density of Soils and Aggregate by Nuclear Gauge	MoDOT TM 35	45	25	10	10
Gradation Analysis, Sieve & Minus #200 Sieve, each	ASTM C136/C117	6	2	2	2
Concrete Testing					
Tests		Estimated QTY (EA)			
Air Content/Slump, each	ASTM C231/C143	100	50	25	25
Compressive Strength Test, 4"x8" (5 per pour)	ASTM C39	500	250	125	125
Asphalt Testing					
Tests		Estimated QTY (EA)			
Gradation (asphalt Mix)	MoDOT	6	1	5	0
Asphalt Content	MoDOT	6	1	5	0
Cut Cores (# of cores)	MoDOT	24	4	20	0
Density of Cores	MoDOT	24	4	20	0

PROJECT	ESTIMATED FEE/RECOMMENDED BUDGET
Main Street Phase 3	\$
Eggering Drive Reconstruction	\$
Tom Ginnever and North Cool Springs Roundabout	\$

*** Firms shall attached a detailed fee schedule on company letterhead showing how these budgets were calculated utilizing the Firms quoted fee schedule (technician time, test fees, equipment fees, etc.).**

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	\$3,500,000/Per Occurrence
	\$3,500,000/General Aggregate
	\$3,500,000 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	\$3,500,000 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

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]