

REQUEST FOR PROPOSAL #24RFP015

INFORMATION FOR RESPONDENTS

AND SPECIFICATIONS FOR

HYDRO-EXCAVATION SERVICES

CITY OF ST. LOUIS WATER DIVISION OF THE

DEPARTMENT OF PUBLIC UTILITIES

RFP Opening Date: 04/08/2024 at 10:00 a.m. central.

RFP Closing Date: 05/09/2024 at 3:00 p.m. central.

Any questions about this RFP must be submitted in writing and should be sent to Pamela Kuehling at pkuehling@stlwater.com. Questions should be received by April 24, 2024, at 4:45p.m. central. Questions and answers will be posted on the City webpage <https://www.stlouis-mo.gov/government/procurement/> to ensure transparency in the process. No written or verbal contact is allowed between any other potential respondents, or with any personnel of the City of St. Louis.

All RFP packages should be emailed to Pamela Kuehling at pkuehling@stlwater.com or received by the Director of Public Utilities Curt Skouby at 1640 S. Kingshighway, St. Louis, MO 63110 no later than 3:00 p.m. central time on the above closing date. Late or incomplete responses will not be accepted for any reason.

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INFORMATION FOR PROPOSALS FOR HYDRO-EXCAVATING SERVICES CONTRACT

I. SOLICITATION:

The City of St. Louis ("City") Water Division of the Department of Public Utilities invites Proposals from qualified respondents to provide Hydro-Excavating services. Following the Information for Proposals section are the Proposal Documents and additional forms and attachments all respondents are required to complete and submit as a part of their proposal.

The City's objective in this Solicitation is to secure a Hydro-Excavating service contractor who will provide first class, high quality, responsive, cost-effective service, and is also responsive to the City's goals for minority and women owned business enterprise participation.

The work contemplated is professional in nature. It is related to the provision of public works and public works improvements. It is understood that the respondent acting as an individual, partnership, corporation, or other legal entity is of professional status and licensed to perform in the United States of America, the State of Missouri, and the City of St. Louis for all applicable professional discipline(s) requiring licensing and will be governed by professional ethics in its relationship with the City. It is also understood that all reports, information, or data prepared or assembled by the respondent under a contract awarded pursuant to this RFP may be subject to transparency or applicable sunshine laws. The respondent may be asked to verify financial solvency and ability to competently perform for each of its members if a joint venture, its employees, or agents of any tier.

It is the policy of the City of St. Louis to provide disadvantaged, minority, and women owned businesses the maximum opportunity to participate in contracting opportunities. To that end and any contract based on this RFP will comply with Ordinance 70767 regarding Minority and Women-Owned Business participation on City Contracts.

This solicitation is not to be construed or interpreted as a contract or a commitment of any kind by the City; nor does it commit the City to pay for any costs incurred by a respondent in the submission of a proposal, evaluating the possibility of submitting a proposal, or for any cost incurred prior to the City's issuance and full execution of a formal written Contract to the successful respondent.

II. DEFINITIONS:

The following words and phrases shall have the following meanings when used throughout this solicitation:

- A. "City" means the Water Division of the Department of Public Utilities of the City of St. Louis, a municipal corporation of the State of Missouri.

- B. "City Representative" means the Director of Public Utilities of the City of St. Louis or their authorized or designated representative.
- C. "Contractor" means the successful respondent selected in accordance with this solicitation. Successful Respondent and Contractor are interchangeable in the Information for Respondents herein, the General Specifications, the Proposal Documents, and in the subsequent service contract.
- D. "Holiday" means New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and all other days designed at holidays by the Mayor of the City of St. Louis.
- E. "Scheduled Service" means the City Representative has notified the Contractor to perform services fifteen (15) working days prior to commencement of work by Contractor.
- F. "Unscheduled Service" means the City Representative has not notified the Contractor to perform services fifteen (15) working days prior to commencement of work by Contractor.

III. SCOPE OF WORK: HYDRO-EXCAVATION SERVICE CONTRACT

The City operates two Water Treatment Plants, an administrative building, a Pipeyard facility, two reservoir facilities and a number of remote sites which may require service located within the greater St. Louis area as part of this contract. The respondent should be well qualified to provide emergency response for vacuum excavating around sensitive utilities, gas lines, fiber optics, steam lines, etc. The goal of this service is to avoid extreme cost repairs and loss of water service for the public.

The successful contractor shall furnish all necessary supervision, labor, tools, equipment, and materials needed to make modifications, additions, installations, perform maintenance, inspect, test, and other services as required whenever and wherever required by the City. The City requires top priority service for emergency situations which may affect our mission to supply quality water to our customers. Work shall include, but is not limited to the following:

- A. Removing soil and debris to expose other utilities to prevent damage during excavation.
- B. Removing debris from City assets to allow maintenance and/or repair.
- C. Hydro-excavation to expose City mains and customer service lines.
- D. The contractor shall clean up the work area so as to remove any excess material and shall provide means to properly dispose of the material offsite.

The contractor shall perform services following OSHA guidelines for gear, equipment and operating. The contractor shall also adhere to all City of St. Louis Water Division security and safety procedures rules and regulations in force at the time any work is performed.

The City will issue Work Orders for Contractor to price; however, the City reserves the right to request proposals from other Contractors. There will likely be multiple vendors selected to fulfill this particular contract due to the volume of work and skills needed.

IV. RESPONDENT'S QUALIFICATIONS:

- A. The Respondent and any proposed subcontractors must possess a valid City of St. Louis Business License at the time of execution of the contract or a legally valid waiver of license.
- B. The Respondent shall, as a part of the Proposal, submit a minimum of three (3) business references including contact name, telephone number, and address. At least one of these references must be from a customer to whom the respondent has provided substantially the same services at substantially the same level and volume as described in this solicitation.

V. PROPOSAL SUBMISSION REQUIREMENTS:

Fully complete sealed proposals must be submitted on the proposal submission documents supplied as a part of this Solicitation to: City of St. Louis Water Division, ATTN: Curt B. Skouby, Director of Public Utilities, 1640 S. Kingshighway Drive, St. Louis, Missouri 63110, no later than **3:00 p.m. on May 9, 2024**. They may alternatively be emailed to PKuehling@stlwater.com. The words **"PROPOSAL FOR HYDRO-EXCAVATION SERVICE CONTRACT"** must be plainly written across the face of the envelope or in the email subject line. Proposals received after the due date and time, or not delivered to the designated point will not be considered.

The proposal must be properly signed by the respondent's duly authorized representative possessing such authority to submit proposals, tender proposals, make offers, and enter into contracts on behalf of the respondent. Where the respondent is a corporation, the corporate secretary shall duly attest to the respondent's signature and authority. Where the respondent is a partnership, the proposal must be signed by one of the authorized partners or by an attorney-in-fact. If signed by an attorney in fact, a power of attorney must be attached evidencing such authorization.

A. Disqualifications

More than one proposal from a respondent under the same or different names will not be considered. Reasonable grounds for believing that a respondent has an interest in more than one proposal will cause the rejection of all proposals in which the respondent has an interest. One or all proposals will be rejected if there is reason for believing collusion exists among respondents and no participant in such collusion will be considered in future proposals for providing this service. Proposals will not be accepted from any respondent that has failed to perform faithfully any previous contract with the City.

B. Right to Reject Proposals

The City reserves the right to reject any Proposal which, in the City's opinion, the respondent does not have adequate qualifications or financial wherewithal to complete or implement the scope of the contract, any conditioned proposal, any proposal with erasures, alterations, or alternatives, any proposal not accompanied by all the items identified on the Respondent's Checklist, or any proposal submitted without the required proposal information. In addition, any proposal not in compliance with the procedural requirements for submitting a proposal as set forth in this solicitation and the preceding cover letter, shall be rejected. The City reserves the right to reject any or all proposals and to advertise for new proposals. The City, however, reserves the right to waive minor irregularities and formalities. The City also reserves the right to establish a cure period, in the event that all respondents have not submitted the required proposal information for the purpose of obtaining complete proposal submittals.

C. Respondents Responsible for Proposal and Investigations of Conditions

The respondent shall carefully examine the entire contents of this proposal solicitation including any attachments, addenda, and shall judge for itself all circumstances and conditions affecting the Respondent's proposal. The respondent shall further evaluate to Respondent's complete satisfaction as to the conditions and limitations under which the work is to be performed, including, without limitation, (1) location, conditions, layout, and nature of the work sites and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, and (4) availability and cost of materials, tools, and equipment. Respondent hereby warrants, covenants, and agrees that the submission of a proposal shall be construed to mean that the respondent has made all necessary examinations and investigations, and will fulfill and comply with all requirements and provisions as set forth herein, and as set forth in the subsequent contract to be executed by the successful respondent and the City and is entirely and completely familiar with and understands all such requirements and provisions.

All information or data in this document and any subsequent addenda, while believed to be reliable, are to be used by the respondent at its sole risk, and the City does not accept any responsibility or liability in any fashion for its use in structuring a proposal by any respondent in a response to this proposal package.

D. Questions

Should the respondent find an error, discrepancy in, or omission from the Information for Respondents and/or specifications, or should the respondent be in doubt as to its meaning or intent, the respondent shall notify Pamela Kuehling, Contract Compliance Officer, 1640 S. Kingshighway Drive, St. Louis, Missouri 63110 or PKuehling@stlwater.com in writing at once, and not later than fourteen (14) calendar days prior to the proposal due date herein specified. The City will then distribute written responses as needed by Addenda to all prospective respondents of record. The City is not responsible for oral instruction.

VI. TERM:

The term of any agreement created as a product of this RFP is anticipated to begin on August 1, 2024, and terminate after three years, or as negotiated, unless terminated sooner or extended later as provided in the Contract. Any contract may be extended by mutual consent of the City and selected Contractor for two additional one-year periods. The desire to extend the contract should be submitted to the City Representative in writing 90 days before the ending date of the then active contract.

VII. WORKMANSHIP:

All work shall be performed by skilled personnel and directly supervised by the selected Contractor/Owner. All work performed under any contract created as a product of this RFP shall be in accordance with the best practices of the trade and shall comply with all applicable Federal, State or Local codes. Technicians shall be qualified and appropriately licensed as required in the respective trades.

The selected contractor must warrant that the parts and components used in the work shall be free from defects in workmanship and materials. The City remedy shall be that the selected contractor re-performs defective work at the Contractor's expense.

All materials to be permanently incorporated in the work under any contract created based upon this Request for Proposal shall conform to the specifications and be available in ample quantities; and unless otherwise specified, shall be new and unused when put into the work. The work shall be executed in the most workmanlike and substantial manner, and everything shall be furnished that is necessary to complete and perfect the aforesaid work, according to the design and intention, whether particularly specified or not which may be inferred from the contract, drawings, and specification.

Trade or manufacturer's names where used in the specifications are for the purposes of fixing the standards of material and workmanship and any article or material approved by the Director of Public Utilities may be used in place of that specifically mentioned but no substitution shall be made unless the material proposed to be used has been submitted to and approved by the Director of Public Utilities.

INSPECTION AND REJECTION

All materials and workmanship would be subject to the inspection and rejection of the Director of Public Utilities, and the entire work done to his satisfaction. The Director of Public Utilities shall have the right to appoint such assistant as he may deem necessary to properly inspect the work to be done and materials to be furnished under any contract created as a result of this Request for Proposals, and to see that same strictly corresponds to the specifications. Any unfaithful or imperfect work or materials that may be discovered before the final payment for the work shall be corrected immediately, on the order of the Director of Public Utilities notwithstanding that it may have been overlooked by the proper

inspector. The inspection of the work shall not relieve the contractor of any obligation to perform sound and reliable work as specified.

PERMITS

The selected Contractor must secure all necessary permits and shall pay for all permit costs and inspection fees.

VIII. SERVICE HOURS:

The selected Contractor shall provide service 24 hours/day seven days/week if needed. The selected Contractor shall respond to the service location within two hours of receiving notification from the City Representative except in case of emergency when the next available crew must be dispatched and arrival on scene should occur within one hour. No charges shall accrue until such time as the technician(s) arrive at the job site.

IX. INVOICING AND PAYMENT:

Invoices must not contain any terms, provisions, or conditions, which are in addition to or in conflict with any Contract created as a product of this RFP. Further, all purchases and charges pursuant to any Contract created as a product of this RFP are tax exempt. Therefore, no tax is to be passed through or billed to the City or included within fixed lump sum charges in any manner, whatsoever. No charges of any kind shall apply other than those specified on attached Pages B-1 through B-4. Any invoice not including the correct documentation will be returned for proper submission on the following billing cycle. Costs not outlined in this proposal response for travel or mileage will not be paid by the City.

The City of St. Louis' normal payment terms are net 30 days. Billing by the job or work order is the normal procedure.

All payments under any Contract created as a product of this RFP are subject to the City's Charter, ordinance authority, and fiscal appropriation.

X. PERFORMANCE AND PAYMENT BONDS/M/WBE PARTICIPATION UTILIZATION:

For any and all work project authorizations pursuant to the contract for which bids are herein sought, where the estimated, fixed lump sum, or not to exceed cost is at or above \$50,000.00, the selected Contractor **may** be required to supply a Performance Bond and a Payment Bond each in the amount of the greater of the estimated or not to exceed work project cost. Each such Bond shall be in a form and from a bonding company satisfactory to the City. Both fully executed original bonds must be delivered to and accepted by the City prior to the selected Contractor beginning work on the respective work project. Any

sum or sums derived from said Performance and Payment Bonds shall be used for the completion of the work project and the payment of laborers and material suppliers, as the case may be.

XI. PRECAUTIONARY MEASURES:

The selected Contractor shall exercise every precaution to prevent injury to persons or damage to property and avoid inconvenience to employees, customers, and other users of the City streets and facilities.

XII. RULES AND REGULATIONS:

The selected Contractor shall comply with all appropriate federal, state, and local governmental laws and regulations as well as rules and regulations of the City. Contractor shall supply the City Representative with a list of employees assigned to the City facilities to do the work to be performed.

XIII. ACCESS TO FACILITIES:

The City will provide access and the right of ingress and egress to all work areas. The City reserves the right to revoke access and the right of ingress and egress when such privileges would create a security concern or otherwise interfere with normal daily operations. The selected Contractor agrees to abide by any and all security protocols required by the Water Division.

XIV. PURCHASES EXEMPT FROM SALES TAX:

Purchases of tangible personal property, materials, and equipment rental to be incorporated into or consumed relative to any Contract created as a product of this RFP are not subject to Missouri sales tax and may be made on a sales tax-exempt basis. Said purchases may not be made until a Notice to Proceed is forthcoming from the President or his authorized representative and a Tax-Exempt Certificate has been issued. The City will not be liable for any taxes collected from and/or paid by the selected Contractor or any subcontractor on purchases or rental equipment regardless of whether or not a Tax-Exempt Certificate has been issued to them.

At the time the City issues its Contract, the Director of Public Utilities or his/her authorized representative will furnish the Contractor awarded this Contract an Exemption Certificate authorizing such purchases for the project be on a sales tax-exempt basis. The Contractor shall forward a copy of the Exemption Certificate to all subcontractors. Any Contractor or subcontractor purchasing materials shall present a copy of such Exemption Certificate to all material suppliers as authorization to purchase all tangible personal property and

materials to be incorporated into or consumed relative to this Contract only and no other on a sales tax-exempt basis. The purchasing Contractor shall retain all invoices for property purchased under the Exemption Certificate for a period of five years from the completion of the work performed pursuant to the Contract.

The Exemption Certificate will remain in force until the expiration date indicated thereon. No purchasing Contractor or subcontractor shall make any sales tax-exempt purchases for this project after the expiration date or any extension thereof. The Contractor will request in writing to the Director of Public Utilities at least thirty (30) days prior to the expiration date in effect for the Exemption Certificate any extension to the expiration date that may be required to purchase additional materials necessary to complete the work being performed pursuant to the Contract.

Purchases made pursuant to this section shall be in accordance with all applicable laws and regulations including Section 144.062 of the Missouri Revised Statutes.

XV. LICENSE / TAXES:

Approval and execution of all contracts with the City and subsequent payments thereon are conditioned upon all business activities, including general contracting work, being properly licensed by the License Collector of the City, and that the payment of all City Taxes being current with the office of the Collector of Revenue of the City. Respondents may contact the following individuals to pre-verify that the foregoing are indeed current:

License Collector: Ms. Mavis T. Thompson, Esq., Room 104, City Hall, (314) 622-4528

Collector of Revenue: Mr. Gregory F.X. Daly, Room 410, City Hall, (314) 622-3283

Respondents are responsible for providing proof of proper licensure.

**CITY OF ST. LOUIS
WATER DIVISION**

GENERAL SPECIFICATIONS

MECHANICAL SYSTEMS SERVICE CONTRACT

I. PROTECTION OF PUBLIC:

The Contractor shall, in furnishing services as specified, exercise every precaution to prevent injuries to persons or damage to property and avoid inconvenience to the employees, customers, and all users of public roadways and facilities.

II. INSURANCE & INDEMNIFICATION

The successful respondent will be required to execute a contract within ten (10) calendar days of notice of an award.

A. INSURANCE

The selected contractor shall procure and maintain during the life of this contract, Workmen's Compensation Insurance in the amount as required by the Statutes of the State of Missouri, Commercial General Liability Insurance, and Automobile Liability Insurance the limits of which shall not be less than the following:

1. Commercial General Liability:

Each occurrence	\$2,000,000.00
General Aggregate	\$3,000,000.00

2. Automobile Liability:

Combined Single Limit (each accident)	\$2,000,000.00
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The minimum limits as set forth above shall not be construed to limit the liability of the contractor. Certificates attesting to the coverage as called for in this contract, and **naming the City of St. Louis as additional insured**, shall be filed with the Office of the Director of Public Utilities, Water Division, 1640 S. Kingshighway, St. Louis, Missouri 63110, prior to the commencement of work. The insurance afforded by the selected Contractor shall be primary insurance and non-contributory. Upon request, the Contractor shall promptly furnish the City with a complete copy of these policies.

In the event of cancellation or coverage reduction of any policy required by this contract by Insurance Company, said Insurance Company shall inform the Director of Public Utilities by written notification of said cancellation or alteration in coverage before cancellation or alteration becomes effective. Notice shall be delivered to the Owner at the Office of the Director of Public Utilities at the aforementioned address.

In the event of cancellation or coverage reduction of any policy required by this contract by the Contractor, said Contractor shall notify the Director in writing such that said written notification is received by the Office of the Director of public Utilities not less than thirty (30) days before said cancellation is effective. Insurance Company shall inform the Director by written notification of said cancellation or alteration in coverage before cancellation or alteration becomes effective. Notice shall be delivered to the Owner at the Office of the Director of Public Utilities at the aforementioned address.

If any policy is cancelled before the contract work is complete or the contract expires whichever is later, Contractor shall ensure that a satisfactory replacement policy be in force, with notice and evidence of insurance submitted to the Owner at the Office of the Director of Public Utilities, at the aforementioned address, prior to the effective date of the cancellation of the former policy. There shall be no lapse of coverage at any time during the contract term (or completion of work whichever is later.)

Any insurance provider issuing said certificate of insurance must be authorized to transact business in the State of Missouri.

B. INDEMNIFICATION

The selected Contractor shall defend, indemnify, and hold harmless the City, its officials, and employees from any and all loss, damages, costs, expenses, claims and causes of action (collectively, "Loss") which may be imposed upon or asserted against City, its officials, or employees where such Loss is caused or incurred, or alleged to be caused or incurred, in whole or in part as a result of the negligence or other actionable fault of Contractor, its employees, subcontractors or affiliates. This indemnity shall apply notwithstanding the joint, concurrent, contributory or comparative fault or negligence of the City or any third party. Nothing in this section shall be deemed to impose liability on Contractor to indemnify City when the City's negligence or other actionable fault is the sole cause of Loss.

The selected Contractor further agrees to defend, indemnify, and hold harmless the City, its officials, agents and employees against all claims, liens, demands or suits which may be asserted by any subcontractor, supplier, agent, or employee of Contractor relating to the Project.

In the event full indemnity pursuant to this section is unenforceable under any law, the selected Contractor and City shall bear any Loss in proportion to their respective faults.

III. CANCELLATION:

The City retains the right to cancel any contract upon thirty (30) days written notice to the selected Contractor, if the Contractor should fail to properly keep any term, covenant, or

condition of the contract; or, if the quality of service should fall below the specified standards; or, if the Contractor should willfully fail to render the amount of service required.

The selected Contractor shall have the right to cancel the contract upon sixty (60) days written notice to the City, without penalty, if the City should fail to keep any of the provisions of the contract.

Notwithstanding anything to the contrary herein, it is expressly understood by the parties hereto that the contract shall terminate upon the failure of budgetary appropriations with no resulting liability to the City.

IV. ASSIGNMENT OR TRANSFER:

Performance of these services or any part thereof cannot be subcontracted, assigned, or transferred by the selected Contractor without written prior consent of the Director of Public Utilities, and any failure to so comply shall be deemed cause for termination of any contract created as a product of this RFP.

Where applicable, selected Contractor shall be issued one (1) complete set of drawings (partial sets for smaller contracts) and their division or sections of the specifications. Additional drawings or specifications may be obtained at the Contractor's expense.

All covenants and agreements contained in any contract created based upon this Request for Proposal shall be extended to a binding upon the successors and assigns of the contractor, but the selected contractor shall not assign this contract or any payment becoming due thereunder without the written consent of the Director of Public Utilities. The original copy of such assignment shall be filed with the Comptroller of the City of St. Louis.

V. NON-DISCRIMINATION:

It is considered a prohibited discriminatory employment practice for an employer to fail to hire, to discharge or otherwise discriminate against any individual with respect to compensation or the terms, conditions, or privileges of employment, because of race, color, age, religion, sex, familial status, disability, sexual orientation, gender identity or expression, national origin, or ancestry.

VI. PREVAILING WAGE AND FRINGE BENEFITS:

The City of St. Louis presently has in force a Service Contract Minimum Prevailing Wage Ordinance (#62124) imposing Minimum Prevailing Wages and Minimum Prevailing Fringe Benefits requirements for service employees working under a contract

for services with the City, its departments, and related entities. The term “service employees” in the ordinance does not include executive, administrative, or professional employees. Service Contract Minimum Prevailing Wages and Minimum Prevailing Fringe Benefits for specific occupations for the St. Louis area are determined and published periodically by the U.S. Secretary of Labor. The latest publication may be found at <https://sam.gov/wage-determination/2015-5075/22>.

Any proposal or bid must specify the job classifications for service employees falling under the proposed service contract and demonstrate how the contractor shall comply with the wage and benefits requirements under Ordinance 62124. Failure to comply with the Ordinance may result in debarment of the contractor and other penalties.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder’s possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

VII. Not applicable for this potential contract

VIII. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION TRAINING.

The selected Contractor is responsible for adhering to all applicable Local, State, and Federal regulations.

IX. UNAUTHORIZED ALIEN EMPLOYEES.

The selected Contractor, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by **sworn affidavit and provision of documentation**, affirm its enrollment and participation in E-Verify, a federal work authorization program with respect to the employees working pursuant to this Contract. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien pursuant to this Contract and the aforementioned Statutes. In addition to the affidavit, the Contractor shall provide a copy of the front page and signature page of their Memorandum of Understanding with Homeland Security for E-Verify.

X. LITIGATION AND VENUE:

The City reserves the right, at its sole discretion, to disqualify or refuse to accept any proposal or proposal from any potential contractor or subcontractor that is a party to litigation against the City or was adverse to the City in past litigation.

Any contract created as a product of this RFP shall be governed by and construed in

accordance with the Laws of the State of Missouri, excluding its conflicts of law principles. It is further agreed that any action at law, suit in equity or other judicial proceeding to enforce or construe this contract or regarding its alleged breach, shall be instituted in the Circuit Court of St. Louis City, Missouri (22nd Circuit).

XI. MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION:

Note that per Ordinance 70767 pertaining to the City of St. Louis Minority and Women Owned Business Enterprise Program, Section 3(g) states that M/WBE incentive credits shall be applied to the evaluation of professional service prime contracts but may not include state or federally funded projects which have requirements that preempt the local M/WBE Program. A fifteen percent (15%) incentive credit as part of the total points evaluated on professional services prime contracts shall be applied to minority and women-owned business enterprises. The incentive credit shall be applied during the evaluation process.

In order to qualify for the incentive credit, the M/WBE prime contractor must include a copy of the current M/WBE certification approval letter issued by the City of St. Louis M/WBE Program.

XII. AWARD.

A Contract created as a product of this RFP will be awarded to the respondent who has, in the sole judgment of the City, submitted the lowest and best proposal and who has responded to all conditions set forth herein and has submitted a complete and correct Proposal Submission.

XIII. RIGHT TO AUDIT.

The selected Contractor's "records" shall be open to inspection and subject to audit and/or reproduction during normal business working hours. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three (3) years after final payment or longer, if required by law.

The Contractor's "records" as referred to in this Contract shall include any and all information, material, and data of every kind and character including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, packing and delivery slips, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered

by the Contract. Such records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) and employee demographics as they may apply to costs associated with this Contract. Such records shall include (hard copy as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; employee identification and job applications; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the City in connection with the Contractor's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of:

- a. Contractor's Compliance with Contract Requirements
- b. Compliance with provisions for Pricing Change orders, invoices, or claims submitted
- c. Contractor's Compliance with MWDBE Program Guidelines

The Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by insertion of the requirements hereof in any contract between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Subcontractors' material suppliers. Contractor will cooperate fully and will cause all Related Parties and all of Contractor's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to City from time to time whenever requesting in an expeditious manner any and all such information, material, and data.

The City's authorized representative or designee shall have reasonable access to the Contractor's facilities, project work site, warehouse, and worksite storage containers, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this article.

If an audit inspection or examination in accordance with this article discloses overpricing or overcharges (of any nature) by the Contractor of the City in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to the Contractor.

If an audit inspection or examination in accordance with this article discloses noncompliance with the Mayor's Executive Order 28 (as amended), 13 CFR Part 121 Subpart A, 49 CFR Parts 23 and 26, appropriate remedies will apply in keeping with these rules.

**CITY OF ST. LOUIS WATER DIVISION OF THE BOARD OF PUBLIC UTILITIES
PROPOSAL FOR
HYDRO-EXCAVATION SERVICE CONTRACT**

LABOR PROPOSAL

The Undersigned Bidder understands all the requirements of this bid package for this Hydro-Excavation Service Contract and agrees to perform the work for the following amounts:

Bid For Standard Rate (6:00 a.m. through 5:00 p.m. Monday – Friday) \$_____ per hour

Bid For After Hours Rate (Outside above-mentioned times) \$_____ per hour

Bid for Sunday and Holiday Rate \$_____ per hour

Rates hereby include all salary-related expenses, including -without limitation- travel and fuel costs/reimbursement, all general and administrative overhead, design, engineering, profit, and subcontract labor costs as applicable. No other mark-ups or surcharges will be allowed to these rates. "Hours" are understood and agreed to be the actual time a person is working on the job and shall include travel time to pick up parts, components, equipment, and materials.

MATERIALS PROPOSAL

Percent mark-up which for overhead and profit over distributor's/supplier's invoice for materials (which accurately reflects Bidder's cost)

**NOTE: ANY PERCENT MARK-UP BID
OVER 15% WILL BE DEEMED
EXCESSIVE AND NOT CONSIDERED.**

_____ %

Bidder's Signature & Title

Date

Printed Name of Authorized Official

Federal I.D. #

Company Name, Complete Address

RESPONDENT'S CHECKLIST

1. _____ **Signed Original Proposal Form (from supplied Proposal Documents)**
2. _____ **List of references**
3. _____ **Unauthorized Alien Employees Affidavit**
4. _____ **Affidavit of Compliance With Anti-Discrimination Against Israel Act**

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared
_____ (**Person Name**) who, by me being duly sworn, deposed as follows:

My name is _____ (**Name**), I am of sound mind, capable of making
this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (**Position/Title**) of _____. (**Contractor Name**)

I have the legal authority to make the following assertions

:

1. _____ (**Contractor Name**) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (**Contractor Name**) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF _____) SS.

COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION
AGAINST ISRAEL ACT

(Effective 8-28-2020) (Contracts in excess of \$100,000.00/Companies with 10 employees or more)

Before me, the undersigned Notary Public, personally appeared _____

(Person Name) who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of making this

Affidavit, and personally acquainted with the facts herein stated: I am the

_____ (Position/Title) of _____ (Company
Name) of

_____ (City & State).

I have the legal authority to make the following assertion:

Pursuant to RSMo. § 34.600, _____ (Company)

of _____ (City & State) is not currently engaged in

and shall not, for the duration of the contract, engage in a boycott of goods or services from the

State of Israel; companies doing business in or with Israel or authorized by, licensed by, or

organized under the laws of the State of Israel; or persons or entities doing business in the State

of Israel.

_____ Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this

_____ day of _____, 20_____.

_____ Notary Public

My Commission Expires:

Service Contract Prevailing Wage and Fringe Benefits

- A. This Contract is subject to and shall be in accordance with City Ordinance No. 62124 as codified in Chapter 6.20 of the Revised Code of the City of St. Louis. The City's Ordinance 62124 imposes a requirement to pay certain employees under service contracts a minimum prevailing wage and minimum prevailing fringe benefits. Certain terms used in this section have the meanings set forth in that ordinance. The Contractor warrants, represents, stipulates, and agrees that it shall pay to its service employees under this contract not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his/her authorized representative, in accordance with prevailing rates in the locality of the Metropolitan St. Louis area pursuant to 41 U.S.C. 351 et. seq., as amended.
- B. Subject to and in accordance with Chapter 6.20.010.A of the Revised Code of the City of St. Louis, such fringe benefits may include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, costs of apprenticeship or other similar programs and other bona fide fringe benefits to be provided by the service contractor and not otherwise required by federal, state, or local law. The term "minimum prevailing fringe benefits" may include any contributions of fringe benefits equivalent to the foregoing or differential payments in cash.
- C. Contractor shall keep full and accurate records identifying the names and classification of every service employee employed by them in the performance of the Agreement, together with and accurate record of the number of hours worked by each employee and the actual wages and fringe benefits paid therefor. Said records shall be open to inspection by the Comptroller of the City or his/her authorized representative at any reasonable time and as often as may be necessary and such records must not be destroyed or removed from their customary location for the period of one (1) year following the completion of the work under this Agreement.
- D. The Contractor warrants and represents to the City that any service subcontract shall contain:
 - i. Provisions specifying the minimum prevailing wage and the minimum prevailing fringe benefits to be paid to the subcontractor's service employees; and
 - ii. A representation by the subcontractor to abide by the terms of this chapter and to pay and provide to all service employees said minimum prevailing wage and minimum prevailing fringe benefits as noted in the service subcontract.