

RESOLUTION NO. 03 28 2024D

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PARKING LOT MAINTENANCE, LLC, PROVIDING FOR THE 2024 CRACKSEAL PROGRAM, IN AN AMOUNT NOT TO EXCEED \$199,994.12.

WHEREAS, the City of O'Fallon conducts crack and joint sealing on an annual basis as part of the City's Pavement Program; and

WHEREAS, Parking Lot Maintenance, LLC, successfully completed the City's 2022 and 2023 Annual Crackseal Programs; and,

WHEREAS, after reviewing the market, City staff believes continuing the agreement with Parking Lot Maintenance, LLC, for the second and final renewal is in the best interest of the City; and

WHEREAS, City Staff recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:

SECTION 1: The City Council approves on behalf of the City an agreement with Parking Lot Maintenance, LLC, for the 2024 Annual Crackseal Program at a cost not to exceed \$199,994.12, in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 28TH DAY OF MARCH 2024.

Attest:

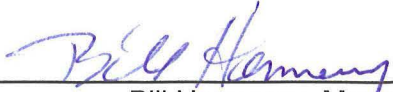

Bess Bacher, City Clerk




Presiding Officer

RESOLUTION NO. 03 28 2024D

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 28TH DAY OF MARCH 2024.



Bill Hennessy, Mayor

Attest:



Bess Bacher, City Clerk



Approved as to Form:


Kevin M. O'Keefe, City Attorney

CITY-CONTRACTOR AGREEMENT

THIS AGREEMENT, by and between the City of O'Fallon, Missouri, hereinafter called the OWNER, and Parking Lot Maintenance, LLC (PLM), a Corporation, hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS, in accordance with law, the OWNER and CONTRACTOR have agreed for the second renewal of the contract from the 2022 Crackseal Program, utilizing City of O'Fallon Bid #22-065, for and in connection with the **2024 Crackseal Program and;**

WHEREAS, the OWNER, is renewing the contract with said CONTRACTOR, for the sum or sums named in the CONTRACTOR's bid, a copy of the Quantity and Pricing Form being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the mutual agreements herein, the parties hereby agree, the OWNER for itself and its successors, and the CONTRACTOR for itself and any successors, assigns, and administrators, as follows:

ARTICLE I.

CONTRACTOR shall furnish, at CONTRACTOR's expense, all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities, all materials, supplies and equipment specified and required for the completed work; and provide and perform all necessary labor in a good, substantial, and workmanlike manner to construct and complete the work as described and required by the plans, specifications, and the proposal for construction of the improvements, all in accordance with the plans, specifications, general conditions, supplementary conditions, instructions to bidders, proposal, and other specified documents, all of which contract documents form the contract, and are as fully a part thereof as if repeated verbatim herein, all work to be done under the direct supervision, and to the entire satisfaction of the OWNER.

ARTICLE II.

CONTRACTOR shall comply in all respects with provisions of the Contract Documents regarding Equal Employment Opportunity, handicapped facilities, nonsegregated facilities, and Missouri Prevailing Wage Law.

ARTICLE III.

OWNER will pay the CONTRACTOR for the performance of the Agreement, in current funds, subject to additions and deductions as provided for in the Contract Documents, the sum of (\$199,994.12) (one hundred ninety-nine thousand nine hundred ninety-four and twelve cents) for all work covered by and designated in the bid. Payment shall be made in the manner and as specified in the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, DETAILS

SPECIFICATIONS and the INSTRUCTIONS TO BIDDERS. Five percent (5%) of partial payments shall be retained until all work is completed.

ARTICLE IV.

CONTRACTOR shall not sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof without previous written consent of the OWNER. In no case shall the CONTRACTOR assign work amounting to more than **seventy (70%) percent** of the total contract amount. No transfer of contract shall release the CONTRACTOR of his liability under the contract and bonds applicable thereto.

ARTICLE V.

CONTRACTOR agrees to begin work within ten (10) days after receiving written notice to start work from the OWNER and to complete the work by **dates as follows:**

Completion Date 12/20/24 (estimated NTP 04/15/24)

ARTICLE VI.

In conformity with the GENERAL CONDITIONS and BID FORM, the amount of liquidated damages for the Contract shall be **Amount of Dollars (\$500.00)** per consecutive calendar day.

ARTICLE VII.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE VIII.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY, CONSULTING ENGINEER, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Section.

In claims against any person or entity indemnified under the above paragraph by an employee of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this Section shall not extend to the liability of the ENGINEER, the ENGINEER'S consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions, after requested in writing by the CONTRACTOR, or instructions by the ENGINEER, the ENGINEER'S consultants, and agents and employees of any of them provided such instructions or failure to give is the primary cause of the injury or damage.

ARTICLE IX.

- (a) If the CONTRACTOR is adjudged to be bankrupt, or if the CONTRACTOR makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the CONTRACTOR's insolvency, or if the CONTRACTOR fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the CONTRACTOR fails to make prompt payment to Subcontractors or prompt payment for material or labor, or disregards laws, ordinances or the instructions of the OWNER, or otherwise breaches any provision of the Contract, the OWNER may, without prejudice to any other right or remedy, terminate the Contract by giving written notice to the CONTRACTOR and his surety. Upon such notification the OWNER shall be entitled to take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the OWNER may deem expedient, which may include, but is not limited to, the OWNER itself completing the work or the OWNER hiring others to complete said work. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional engineering, architectural, managerial and administrative expenses, and liquidated damages, such excess shall be paid to the CONTRACTOR. If such expenses and damages exceed the unpaid balance of the Contract Sum, the CONTRACTOR shall pay the difference to the OWNER promptly upon demand. In the event of termination pursuant to this paragraph, the CONTRACTOR, upon the request of the OWNER, shall promptly:
- i. assign to the OWNER in the manner and to the extent directed by the OWNER all right, title and interest of the CONTRACTOR under any subcontracts, purchase orders and construction equipment leases to which the CONTRACTOR is a party and which relate to the Work or to construction equipment required therefore, and
 - ii. make available to the OWNER to the extent directed by the OWNER all construction equipment owned by the CONTRACTOR and employed in connection with the Work.
- (b) Performance of the Work hereunder may be terminated by the OWNER by giving three (3) days prior written notice to the CONTRACTOR if the OWNER, in its sole discretion, decides to discontinue or suspend construction. In the event of such

termination, as opposed to termination pursuant to paragraph (a) of this Article, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE X

This contract shall be renewable, not to exceed two (2) times, at the terms of the original contract allowing up to an increase in unit cost per bid item per renewal period as bid in the bid form, executable solely at the discretion of the owner upon acceptance by the contractor, under the contractor's understanding that the quantities and aggregate amount of the contract are subject to change without notice.

ARTICLE XI.

This project has been originated by:

City of O'Fallon, Project Management
100 North Main Street
O'Fallon, MO 63366

who will act as the ENGINEER and OWNER in accordance with the Contract Documents.

IN WITNESS WHEREOF, the OWNER has caused these presents to be executed, and the CONTRACTOR has executed two (2) counterparts of this Contract in the prescribed form and manner, effective as of the day and year of the signature of the last party to execute the Contract.



CITY OF O'FALLON, MISSOURI, OWNER

BY: *Michael Snowden* DATE 3.28.24
Michael Snowden - City Administrator

ATTEST:

Bess Bacher
Bess Bacher - City Clerk

Parking Lot Maintenance, LLC , CONTRACTOR

BY: *[Signature]* DATE March 13, 2024

Managing Member (Title)

ATTEST:

Stephanie Stowers

Office Manager (Title)

2024 Crackseal Program Quantity and Pricing Form - 2nd Renewal

Item	Description	2022 Unit Price	Unit	Quantity	Renewal Pricing - 2	Cost
1	Residential	\$ 2,745.00	CLM	49.0	\$ 3,294.00	\$ 161,406.00
2	Collector	\$ 3,000.00	CLM	6.9	\$ 3,600.00	\$ 24,840.00
3	Arterial	\$ 5,728.38	CLM	2.0	\$ 6,874.06	\$ 13,748.12
Total						\$ 199,994.12

***THE ABOVE UNIT PRICES ARE AGREED UPON FOR THE 2024 CRACKSEAL PROGRAM AND ARE SUBJECT TO ALL ORIGINAL CONDITIONS OF CITY OF O'FALLON BID 22-065. THE ORIGINAL BID PROPOSAL IS ATTACHED FOR REFERENCE.**



**CITY OF O'FALLON, MISSOURI
PURCHASING DEPARTMENT**

100 North Main Street
O'Fallon, MO 63366
T: (636) 379-5527

FURNISH AND DELIVER BID			
INVITATION TO BID:	24-017	BID ISSUE DATE:	02/02/2024
BID DESCRIPTION:	WATER TREATMENT PLANT CHEMICALS		
BID OPENING DATE:	02/14/2024	BID OPENING TIME:	2:30 P.M. CST
COPIES REQUIRED:	1 ORIGINAL	BID BOND REQUIRED:	NO

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE FINANCE CONFERENCE ROOM ON THE FIRST FLOOR OF THE MUNICIPAL CENTER. LATE BIDS WILL NOT BE OPENED OR CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein on the forms supplied. **Do not staple or submit bid in any type of binder;** binder clips are acceptable.

The original bid, along with the bid bond (if applicable), must be received in a sealed envelope that has your company name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

All bids are subject to staff analysis. The City of O'Fallon, Missouri reserves the right to accept or reject any and all bids received and waive any and all irregularities.

QUESTIONS SHOULD BE SUBMITTED IN WRITING VIA E-MAIL BY 12:00 P.M. on 02/07/2024 TO THE PURCHASING AGENT. QUESTIONS WILL ONLY BE ANSWERED VIA ADDENDUM BY END OF DAY ON 02/08/2024. Addendum information is available over the Internet at www.ofallon.mo.us . We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.	PURCHASING AGENT: CHRISTINE GRABIN	
	PHONE: 636.379.5527 E-MAIL: cgrabin@ofallon.mo.us	

BIDS MUST BE DELIVERED AND TIME STAMPED, PRIOR TO THE PUBLIC BID OPENING DATE AND TIME, TO:	CITY OF O'FALLON ATTN: CHRISTINE GRABIN, PURCHASING AGENT 100 NORTH MAIN STREET O'FALLON, MO 63366
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FULL NAME OF BIDDER	GUNTHER SALT COMPANY
BID CONTACT PERSON	John M. Gunther
TELEPHONE NUMBER	314-241-7075 x 109

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

CITY OF O'FALLON, MISSOURI

INSTRUCTIONS TO BIDDERS

BID REQUIREMENTS:

The City of O'Fallon, Missouri (the "City") **requires** all bids be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in the "Instructions to Bidders", "General Conditions" and "Special Conditions" of the contract. Please make and retain a copy of this bid for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form and all other documents where indicated.

Where applicable, the Bidder shall furnish with the bid, one set of all available literature pertaining to the equipment and/or material to be furnished under the bid.

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

The total price quoted by the Bidder must be the total cost delivered to the location(s) stated in the "Special Conditions" or "Specifications". Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s).

In the specifications, whenever an article or material is defined by brand name, the name and catalog number of a particular manufacturer, vendor or a limited description, the term "OR APPROVED EQUAL" is written. Any reference to a particular manufacturer's product either by brand name or limited description is only for purposes of setting a standard of performance, quality, composition, construction, or size. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, the appropriate line in the specifications will be ruled out and the substitution clearly indicated.

However, if "OR APPROVED EQUAL" is not written and you cannot bid the specified item, the Bidder may submit an alternate bid. The City will consider the bids covering the specified article or material first.

The City, for cost effective measures, standardizes on specific items; those bids will contain the language "no substitution," and any alternative will not be considered.

ALTERNATE/EQUAL BIDS:

The City recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the City. Alternates will be compared to the lowest responsive, responsible bid as specified.

The City reserves the right to approve any material the Bidder proposes to furnish which contains variations from specification requirements, but which may substantially comply.

BONDS:

No bonds are required to be submitted with this bid.

CONTRACT AWARD INFORMATION:

Award notification will be sent to the vendor receiving the award via mail or fax.

Response summaries will be available at www.ofallon.mo.us under Bid Opportunities. This summary of information will include bids that were delivered by the required bid opening date and time.

CITY OF O'FALLON, MISSOURI

CONTRACT DOCUMENT COMPONENT PARTS:

The contract documents herein named include all of the following component parts, all of which are fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

- 1) Instructions to Bidders
- 2) General Conditions
- 3) Special Conditions
- 4) Bid Form
- 5) References
- 6) Specifications
- 7) Pricing/Signatures
- 8) Any and all addenda to the foregoing

All documents are or will be on file in the office of the City Clerk, City of O'Fallon, MO, 100 North Main, O'Fallon, MO 63366.

DEVIATIONS AND EXCEPTIONS:

Deviations and exceptions shall be described fully, on the Bidder's letterhead, signed, and attached to the Bid Form. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the Bidder shall be held liable. Bidders are cautioned to avoid making deviations and exceptions to the specifications, which may result in rejection of their bid.

EXAMINATION BY BIDDER:

The Bidder shall, before submitting his bid, carefully examine the bid, specifications, and contract documents.

If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the City, such information represents only the opinion of the City as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the information.

FACSIMILE/E-MAIL TRANSMITTALS:

Facsimile and/or e-mail transmitted bids will not be accepted by the City.

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.

CITY OF O'FALLON, MISSOURI

INTERPRETATION OF CONTRACT DOCUMENTS:

If a potential Bidder is uncertain as to the meaning of any part of the specifications or other contract documents, the bidder is expected to submit questions to the Purchasing Agent. The Purchasing Agent is the point of contact for this bid. All communications regarding this bid packet must be directed to the Purchasing Agent. 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.

If a question can be answered by directing the questioner to a specific section of the bid packet, then the Purchasing Agent may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the specifications. The Purchasing Agent will make this determination. Oral communication is considered unofficial and non-binding on the City. If an amendment to the specifications is issued, it will be provided to all offerors that were issued a copy of the bid packet and to those that have requested a copy of the bid packet from the Purchasing Agent.

Christine Grabin, Purchasing Agent
E-mail: cgrabin@ofallon.mo.us

Only questions answered by formal written addenda will be binding. Oral and interpretations or clarifications will be without legal affect.

PREPARATION OF BIDS:

The Bidder shall return his bid on the attached bid forms. **Bids must be returned with all pages intact.** Please make and retain a copy of this bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

All prices quoted by the Bidder shall be F.O.B. delivered and shall include any and all freight costs to the delivery location(s) specified. The Bidder must not qualify the bid by stating F.O.B. a location other than such stated location(s).

When a bid consists of a number of items, prices must be submitted for all items, unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the bid page. The Bidder must bid in accordance with the unit(s) of measure called for. If an item is listed by each, the bid price must be entered by each, not dozen or hundred. All extensions and total sums are subject to verification by the City and the correct extensions and sums will be used in the comparison of bids.

Where unit prices are requested, the quantities stated are approximate only. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units installed in the completed work within the proposed scope of work.

All extensions and total sums are subject to verification by the City and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

CITY OF O'FALLON, MISSOURI

Bidders are warned against making any erasures or alterations of any kind, and bids, that contain omissions, erasures, conditions, alterations, or additions not called for may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

The bid shall be signed by a company officer empowered to bind the company. Failure to sign the bid may cause the bid to be determined to be non-responsive and the bid may be rejected.

SUBMISSION OF BIDS:

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

The Bidder shall be responsible for delivery of bids to the Purchasing Agent before the date and hour set for the opening of bids. The City assumes no responsibility for delays caused by any delivery service. Postmarking by due date will not substitute for actual receipt by the City. Late bids will not be opened or considered.

END OF INSTRUCTIONS TO BIDDERS

CITY OF O'FALLON, MISSOURI

GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO REQUEST:

If it becomes necessary to revise any part of this request or if additional data is necessary to enable the exact interpretation of provisions of this request, revisions will be provided in the form of an Addendum. If revisions are necessary after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

CHANGES:

All changes to this Bid Document shall be amended in written form (Addenda). The Purchasing Agent prior to the scheduled bid opening shall issue such amendments.

The City reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between City and the successful Contractor.

The City shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

No claim based on oral changes will be allowed.

CONTRACTOR PERFORMANCE:

The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, contract specifications and attached exhibits shall together constitute the Contract. The Contractor hereby asserts that it has read the specifications, and that it is thoroughly informed and familiar as to their contents and requirements. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of this Contract shall be to the satisfaction of the City.

DISCLAIMER:

RESERVED BY OWNER

The City reserves the right to reject any or all bids failing to meet the City's specifications or requirements and to waive technicalities. If in the City's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the City. In determining the lowest responsible bidder, the City shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the City and the delivery terms. Intangible factors, such as the Contractor's reputation and past performance, will also be weighed.

The Contractor's failure to meet the mandatory requirements will result in the disqualification of the Contractor's bid from further considerations.

The City further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. This Invitation to Bid process is for the City's benefit only and is intended to provide the City with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and shall be made to favor the City.

DRUG FREE WORKPLACE:

The Contractor (whether an individual or company) agrees to provide a drug free workplace.

ENDORSEMENTS:

Contractor shall not use the City in any form of endorsement to any third-party without the Buyer's written permission.

CITY OF O'FALLON, MISSOURI

EXECUTION OF CONTRACT:

The bidder to whom the contract has been awarded shall sign one (1) copy of the contract and return it to the City within seven (7) calendar days after receipt of the contract. Failure to execute the contract and return it to the City within seven (7) calendar days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the City.

If circumstances beyond the Contractor's control prohibit a timely execution of this contract, prior written approval must be requested by the Contractor and receive approval from the City for an extension to the delivery date.

SAFETY DATA SHEETS:

Contractor shall furnish and submit, to the City, Safety Data Sheets for their products upon award of Contract.

F.O.B.:

All goods are to be shipped prepaid, F.O.B. destination. Shipments sent C.O.D. without City's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

HOLDING OF BIDS:

Contractor may withdraw their bids at any time prior to the time specified as the closing time for the receipt of bids. However, no Contractor shall withdraw or cancel his bid for a period of ninety (90) calendar days after said closing time for the receipt of bids.

LAW GOVERNING:

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

LIENS, CLAIMS, AND ENCUMBRANCES:

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

MISCELLANEOUS REQUIREMENTS:

The City will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the City.

NON-DISCRIMINATING:

The Contractor, its employees, and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the, 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.

NON-EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor.

CITY OF O'FALLON, MISSOURI

PATENTS:

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings against buyer, in which City, and of Contractor's suppliers, contractors, distributors or dealers, or the users of any of Contractor's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the City whenever infringement will result from Contractor's adherence to specifications supplied by the City or by an authorized City Representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City therein.

PAYMENT:

The goal of the City is to pay properly submitted Contractor invoices within thirty (30) days of receipt, providing goods have been delivered, approved, and accepted by an authorized City Representative. Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing.

TAX:

The City is not responsible for and will not pay local, Federal Excise Tax or Missouri Sales Tax. A copy of the exemption letter is available upon written request.

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 Contractor's breach terminates this Contract, the City shall have the right to purchase equipment elsewhere and to charge the Contractor with any additional cost incurred.

Notwithstanding the above, the Contractor 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 Contractor and the City may withhold any payments to the Contractor until such time as the amount of such damages due the City from the Contractor shall be determined.

TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Prior to any sales or assignments, the City must be notified and approve same in writing. The City shall have right of first refusal.

END OF GENERAL CONDITIONS

CITY OF O'FALLON, MISSOURI

SPECIAL CONDITIONS

DELIVERY REQUIREMENTS:

In this contract, time is of the essence. All freight and delivery charges are to be included in the costs entered on the bid pricing page. Under no circumstances will the City be liable for additional delivery charges.

The successful bidder's performance under the terms and conditions of this contract shall be satisfactory to the City.

All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. unless other arrangements have been made.

PRICING:

The pricing stated by the bidder in the bid documents shall remain firm for a one (1) year period from the start date of the contract. No price increases will be allowed for the duration of the contract. Price decreases are allowed at any time.

RENEWAL & EXTENSION:

The successful bidder will be awarded a one (1) year agreement effective the date of award. Prices must not be increased for the entire agreement period. At the City's option, the agreement may be renewed for two (2) additional year periods. **In no event shall the term plus renewals exceed three (3) years.**

The items 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 this bid 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.

END OF SPECIAL CONDITIONS

CITY OF O'FALLON, MISSOURI

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. 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. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner.

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
	Additional Insured status must be provided to the City and confirmed by copy of such endorsement.
	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.

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.

CITY OF O'FALLON, MISSOURI

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

CITY OF O'FALLON, MISSOURI

**BID FORM
24-017 WATER TREATMENT PLANT CHEMICALS**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	GUNTHER SALT COMPANY
Main Business Address	101 Buchanan Street
City, State, Zip Code	St. Louis, Missouri 63147
Telephone Number	314-241-7075 x 109
Fax Number	314-241-1725
Bid Contact Person	John M. Gunther
Email Address	john.gunther@gunthersalt.com

TO: Christine Grabin, Purchasing Agent

The undersigned, being duly sworn, certifies that he is:

the Owner/Sole
Proprietor

a Member of the
Partnership

an Officer of the
Corporation

a Member of the
Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

John M. Gunther

(President or Partner)

Peter W. Gunther

(Vice-President or Partner)

Gerard K. Gunther, III

(Secretary or Partner)

(Treasurer or Partner)

Further, as Contractor, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the City Clerk, 100 North Main Street, O'Fallon, Missouri 63366, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Missouri and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either bid rigging or bid-rotating.

The affiant deposes and says that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Attach a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Finally, the Contractor agrees to do all other things required of the Contractor by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder authorizes the City to verify business references.

CITY OF O'FALLON, MISSOURI

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the City in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual () partnership () joint venture
(✓) corporation, incorporated under laws of State of Missouri

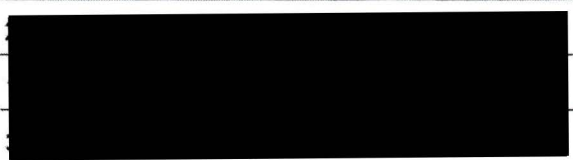
Date Business Established: 01/04/1962

Dated: 02/08/2024

Name of individual, all partners, or joint ventures:

Address of each:

John M. Gunther
Peter W. Gunther
Gerard K. Gunther, III



doing business under the name of:

Address of principal place of business in Missouri

101 Buchanan Street, St. Louis, Missouri 63147

(If using a fictitious name, show this name above in addition to legal names)

GUNTHER SALT COMPANY

(If a corporation, show its name above)

ATTEST: (SEAL)

Handwritten signature of Peter W. Gunther

Peter W. Gunther

Vice-President

Secretary

Title



(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be included with this bid.

CITY OF O'FALLON, MISSOURI

REFERENCES

The bidder must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material, or services for a period of not less than six (6) months.

The bidder verifies that they have provided equipment, material, or services described in this contract to the following parties with needs similar to that of City and authorizes the City to verify references of business and credit at its option.

COMPANY NAME:	Village of Atwood
ADDRESS:	120 East Central Street
	Atwood, IL 61913
CONTACT PERSON:	Jeff Mercer
TELEPHONE NUMBER:	217-578-2512

COMPANY NAME:	City of Edwardsville
ADDRESS:	3735 Wanda Road
	Edwardsville, IL 62025
CONTACT PERSON:	Billy Seitz
TELEPHONE NUMBER:	618-692-7053

COMPANY NAME:	Village of Bethalto
ADDRESS:	745 North Ninth Street
	Bethalto, IL 62010
CONTACT PERSON:	Jim Williams
TELEPHONE NUMBER:	618-259-5941

COMPANY NAME:	Village of Arthur
ADDRESS:	314 West Progress Street
	Arthur, IL 61911
CONTACT PERSON:	Mike Elsberry
TELEPHONE NUMBER:	217-543-2813

State the number of years in business 81 State the current number of personnel on staff 36

CITY OF O'FALLON, MISSOURI

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF St. Louis

John M. Gunther being first duly sworn, deposes and says that he is

President

Title of Person Signing

of Gunther Salt Company

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY John M. Gunther

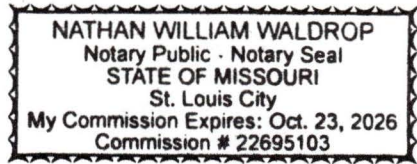
BY _____

BY _____

SWORN to before me this 7th day of February 2024.

Nathan William Waldrop
Notary Public

My Commission Expires 10/23/2026



CITY OF O'FALLON, MISSOURI

PREFERENCE IN PURCHASING PRODUCTS

DATE: 02/07/2024

THE BIDDER'S ATTENTION IS DIRECTED TO Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids received will be evaluated on the basis of this legislation.

All vendors submitting a bid must furnish all information requested below.

FOR CORPORATIONS:

State in which incorporated: Missouri

FOR OTHERS:

State of domicile:

FOR ALL VENDORS:

List address of Missouri offices or places of business:

101 Buchanan Street, St. Louis, Missouri 63147

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: GUNTHER SALT COMPANY

ADDRESS: 101 Buchanan Street

CITY: St. Louis STATE: MO ZIP: 63147

BY (signature required): John M. Gunther

Federal Tax ID #: 430785802 if no Federal Tax ID # list SS #:

For bid to be considered, the Preference in Purchasing Products form must be filled out and submitted for each bid and dated in the current calendar year.

CITY OF O'FALLON, MISSOURI

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct, and complete, and may be relied upon by the City in determining the bidder's qualifications under and in compliance with the Missouri Domestic Products Procurement Act. The bidder's failure to complete and return this document with the bid as directed above will cause the City to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

CITY OF O'FALLON, MISSOURI

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF Missouri)
COUNTY OF St. Louis) ss

On the 7th day of February, 2024, before me appeared John M. Gunther, 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 President of Gunther Salt Company, and I am duly 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.

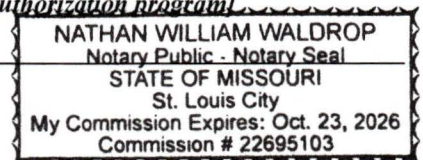
John M. Gunther
Affiant Signature

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

My commission expires: 10/23/2026

Nathan William Waldrop
Notary Public

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



CITY OF O'FALLON, MISSOURI

Specifications and Pricing

The City of O'Fallon ("City") is accepting sealed bids to furnish and deliver water plant chemicals to the City.

1. The Contractor agrees that the owners of the company or the officers of the company (if a corporation) shall be responsible, except as otherwise prohibited by law, for the acts of their employees while on duty.
2. Contractor agrees that in the performance of any contract awarded not to discriminate or permit discrimination in the hiring practices of Contractor or in the performance of the contract on the basis of race, gender, religion, political affiliation, or national origin.
3. Contractor must comply with all laws and ordinances of the City of O'Fallon now in existence or hereafter adopted.
4. Prices must be the "delivered" chemical per unit, with no tax and no deposit charges. Any limitations should be noted.
 - Deliveries for items 1 – 4 will be to 321 Firma Road, O'Fallon MO 63366.
 - Deliveries for items 5 and 6 will be to City of O'Fallon Wells at the following addresses:
 - City Well #3, 999 North Main Street, O'Fallon, MO 63366
 - City Well #4 22 Westbrook Drive, O'Fallon, MO 63366
 - City Well #6 1082 Hoff Road, O'Fallon, MO 63366
 - City Well #7 1099 Mount Hope Lane, O'Fallon, MO 63366
 - Delivery time to be between the hours of 8:00 AM and 3:00 PM.
 - Assume 1.5 hours for off-loading of product.
5. Trucks delivering bulk liquids will have self-contained pumping capability.
6. Sodium Hypochlorite to be bid in gallons. All other liquids are to be bid in pounds.
7. Bulk Rock Salt will be delivered to Well Sites #3, #4, (Dump Truck) and #6 (Pneumatic). Normal delivery time must be within seven (7) calendar days.
8. Multiple Bidders may be awarded contracts.

	<u>Estimated Quantity</u>	<u>Total and Complete Price Per Specified Unit</u>
Item #1: Sodium Hypochlorite 12.5% by wt, 15.5% by volume Bulk delivery (4,500 gallon)	100,000 gallons	\$ _____ / per gallon
Item #2: Aqua Ammonia, 19% Bulk delivery (46,000 lb.)	46,000 lbs.	\$ _____ / per lb.
Item #3: Sodium Bisulfite, 38% 220-gallon totes @ 2400 lb. ea	54,000 lbs.	\$ _____ / per lb.
Item #4: Sodium Hydroxide, 50% Bulk delivery (50,000 lb.)	150,000 lbs.	\$ _____ / per lb.
Item # 5: Chlorine Gas 150 lb. cylinders	9,800 lbs.	\$ _____ / per lb.
Item #6: Bulk Rock Salt Bulk delivery (46,000 lb)	1,000 tons	\$ \$152.50 / per ton delivered

CITY OF O'FALLON, MISSOURI

RENEWAL CLAUSE:

In the event that the City of O'Fallon exercises its options to renew the contract for two (2) additional year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide below, the maximum percentages of increase or maximum percentage of decrease for each renewal period. The bidder 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.

Optional Year 1 Renewal:

1st Renewal Period Maximum % Increase over Original Year 1 Bid Price: 6 %

1st Renewal Period Maximum % Decrease over Original Year 1 Bid Price: 0 %

Optional Year 2 Renewal:

2nd Renewal Period Maximum % Increase over Original Year 1 Bid Price: 12 %

2nd Renewal Period Maximum % Decrease over Original Year 1 Bid Price: 0 %

CITY OF O'FALLON, MISSOURI

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

Acknowledge the receipt of addenda by checking below as appropriate:

Addendum 1 Addendum 2 Addendum 3 Addendum 4

BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

The Contractor agrees to provide the equipment, service and supplies described above and in the contract specifications under the conditions outlined in attached documents for the amount stated above.

X *John M. Gunther* President
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED FOR CONSIDERATION

Subscribed and Sworn to before me this 7th day of February AD, 2024

Nathan William Waldrop
(Notary Public) My Commission Expires: 10/23/2026

