

**A RESOLUTION APPROVING AND AUTHORIZING THE
MAYOR TO EXECUTE AN AGREEMENT WITH DJM
ECOLOGICAL SERVICES, INC. FOR STORMWATER AND
CREEK BED IMPROVEMENTS IN TWIN OAKS PARK.**

WHEREAS, based on the prior professional relationship established with DJM Ecological Services, Inc., the City seeks to contract with DJM Ecological Services to perform services related to stormwater and creek bed improvements in Twin Oaks Park; and,

WHEREAS, Section 145.070.C of the Municipal Code, *Exception to the Purchase Policy*, allows the City to forego the conventional bidding process in various situations where it can be demonstrated that the City will receive the best value on a purchase; and,

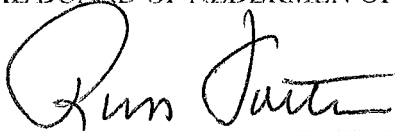
WHEREAS, the Board, after giving its prior approval per Section 145.070.C does find that, because of the above, the City will receive the best value on a purchase through informal discussion and bargaining with DJM Ecological Services rather than through the conventional bidding process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby approves, and authorizes the Mayor to execute, the City-Contractor Agreement with DJM Ecological Services, Inc., for stormwater and creek bed improvements in Twin Oaks Park at a price of \$9,960.00 (the "Agreement") substantially in the form of the Agreement attached hereto as Exhibit 1 and incorporated herein by reference.

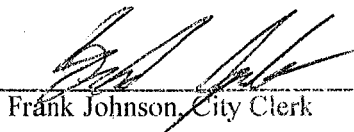
Section 2. This Resolution shall be effective upon its passage by the Board of Aldermen and execution by the Mayor.

THIS RESOLUTION WAS PASSED AND APPROVED THE 4th DAY OF NOVEMBER 2020, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



Frank Johnson, City Clerk

Twin Oaks, Missouri

CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of October 26, 2020, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **DJM Ecological Services, Inc.**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 2205 Ebert Lane, Wentzville, MO 63385.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for certain services related to the design and installation of stormwater improvements in Twin Oaks Park, (the "Proposal"), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

I. SCOPE OF SERVICES

Contractor's services are necessary for the following Project of City: *Twin Oaks Park Stormwater and Creek Bed Improvements*.

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, supplies, supervision, labor, skill, materials, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the scope of services for the Project listed above and which swale improvement services are particularly described in the attached **Exhibit A**.

The above-referenced services (hereinafter referred to as the "Work") shall be provided by the Contractor in accordance with all the provisions of the Proposal and the attached **Twin Oaks General Conditions** which are incorporated herein by reference, and the terms of the General Conditions shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, including the Proposal. If there is any conflict between the City's General Conditions (attached hereto and incorporated herein by reference) and the Proposal, this Agreement and its General Conditions shall prevail.

II. COMPENSATION

Upon completion of the Work to the satisfaction of the City, and within thirty days (30) days of final written invoice by the Contractor, the City hereby agrees to pay the Contractor up to \$9,960.00 for the Work as set forth in the Proposal as full compensation for the complete and satisfactory performance of the Work.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates, or schedule of values set forth below.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work shall be commenced on November 9, 2020, and shall be completed no later than December 31, 2020. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$100.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

DJM ECOLOGICAL SERVICES, INC.

By Becky McMahon
Title Vice President

DATED: October 26, 2020

CITY OF TWIN OAKS

By _____
Title _____

DATED: _____

ATTEST: _____
City Clerk

GENERAL CONDITIONS
CITY OF TWIN OAKS, MISSOURI
CONTRACTOR SERVICES AGREEMENT

Independent Contractor. The Contractor shall be and operate as an independent contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

Compliance with Laws. The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. Specifically, Contractor shall comply with the following state law requirements:

- **Work Authorization Program.** If the Contract is for services expected to cost more than \$5,000.00, the Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as **Exhibit B**) that the Contractor (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- **Proof of Lawful Presence.** Section 208.009 RSMo., requires that all applicants *at the time of application* for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.
- **OSHA Construction Safety Program.** Pursuant to Section 292.675 RSMo., Contractor shall require all on-site employees to complete the ten-hour training program as required under Subsection 292.675.2 RSMo. This program shall be provided by Contractor and shall be a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for Contractor's on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations ("MoDOLIR") which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall further require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.
- Contractor further agrees to pay not less than the prevailing hourly wage of wages set out on the wage order attached hereto as **Exhibit C** (if applicable) and made part of the specification for Work under this Agreement, to all workers performing any work under this Contract. The Contractor will forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any Work done under the contract by the Contractor.

Subcontracts. The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Contractor.

Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Contractor's breach of the Contract or out of services and operations performed hereunder by the Contractor, including the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on **Exhibit D**, but unless otherwise provided shall be no less than the maximum amounts of liability set forth in Chapter 537.610 RSMo., applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured and the applicable insurer shall owe the City a duty of defense on all insurance policies required hereunder. The Contractor shall provide an Additional Insured Endorsement to the City that shall be approved by the City prior to commencement of any Work.

In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit D**, if any, but in no event less than the

maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

Nondisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Changes. No change in this Contract shall be made except in writing prior to the change in the Work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No Work or change shall be undertaken or compensated for without prior written authorization from the City.**

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached Contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Correction Period. Contractor hereby expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the City specifications or contract. The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract. The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as set forth herein, nor are they limited by any other remedies provided in the Contract.

Request for Proposals. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Contractor Services Contract or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including **Exhibit A**, "Proposal").

Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

Representations. Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Other Special Provisions. The special provisions set forth on **Exhibit A** are incorporated herein by reference and made a part hereof.

EXHIBIT A
Proposal



ecological
services, inc.

St. Louis, MO
4630 West Florissant Ave.
St. Louis, MO 63115

Wentzville, MO
2205 Ebert Lane
Wentzville, MO 63385

Kansas City, MO
905 NE 45th St.
Kansas City, MO 64116

Providing comprehensive ecological restoration and management of native plant communities.

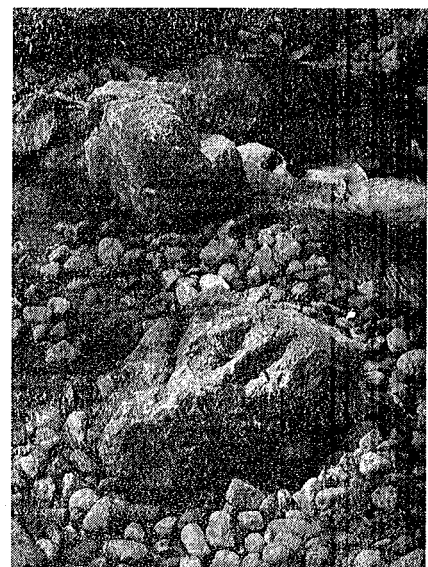
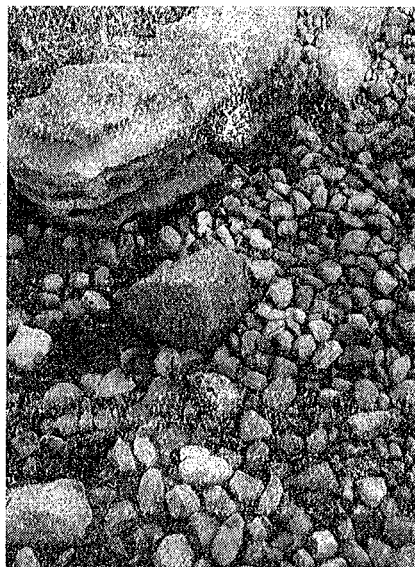
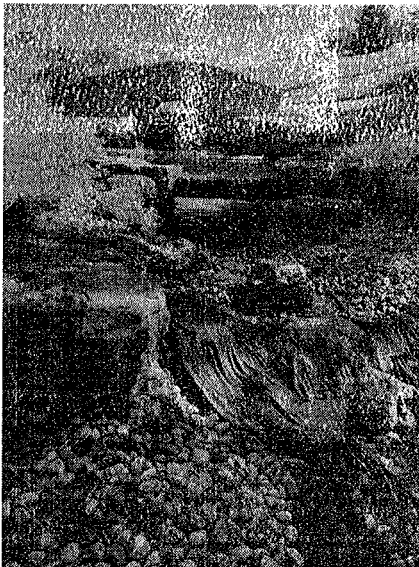
Date: 6-25-2020, updated 10-23-2020

Client:	City of Twin Oaks
Project Name:	Drainage Swale Repair
Address:	Twin Oaks, MO

DJM Ecological Services, Inc. proposes to provide the following services:

Scope of Work:

ITEM	QTY	UNIT	EXTENDED
Repair swale areas that are eroding outside of the existing flow and install new check dams to prevent future erosion. DJM will use onsite boulders per the direction of John Williams. Additional small boulders will be installed on the swale below the bridge to slow flow where velocity is at its greatest and help prevent movement of the existing smaller 3-4" pebbles.	1	Lump Sum	\$9,960.00
TOTAL			\$9,960.00



Photos taken from 6-24-2020 site visit. Left – area to add 12" boulder material to slow velocity; Middle – size reference of existing material onsite of large boulder measuring 3-4' long, medium 8-12", and small 3" pebbles; Right -- 12-18" boulder





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WAGES: ☐ Prevailing (Wage Order# _____) ☒ Regular Wage ☐ Union/Commercial ☐ Union/Residential ☐ City ☐ Tax Exempt
TIMELINE: ☒ Spring ☒ Summer ☐ Fall ☐ Winter/ Year: 2020 ☐ TBD
TYPE: ☒ Construction ☐ Stewardship ☐ Arborist ☐ Rx Burn DJM Estimate # _____

Project Specifics:

- Permission to Access property granted by: City of Twin Oaks

Proposal is based on:

- Standard wage
- Proposal is valid for 30 days from date on signature line.
- Proposal is presented on a 'Not to Exceed' basis. Should additional scope be required, DJM will secure client's approval before proceeding, utilizing agreed-upon unit costs.
- Line items are inclusive of mobilization unless otherwise specified; Additional mobilizations will be charged on a per-occurrence basis.
- Payment to occur on NET 30 terms unless otherwise specified & agreed to, in writing, prior to start of project.
 - 2.5% discount offered for invoices paid on NET 15 terms
 - 4% service charge for all unpaid balances over NET 60
 - Client agrees to reimburse DJM for all expenses associated with the collection of unpaid balances.
- All line items include the appropriate licenses, permits, and insurance. If the client requires a certificate of insurance, request must be made in advance of mobilization.
- All on-site DJM employees will wear high visibility clothing and task appropriate Personal Protective Equipment (PPE) including long pants, safety toe boots, safety glasses, hard hats, and gloves
- DJM Terms & Conditions attached

Safety Training Credentials & Licensure:


- On-site supervisor is trained to OSHA-30 & MSHA Part 48b threshold, field technicians are trained to MSHA part 48b and OSHA-10 thresholds
- On-site supervisor and field technicians hold a Certified Commercial Applicator License with the MO Department of Agriculture, with specialized categories in Aquatic, Forest, Ornamental and Right-of-Way Pest Control

Agreement:

The City of Twin Oaks agrees to the proposal above and DJM's Terms and Conditions of Services (attached) and acknowledges DJM's commitment to deliver quality material and meet the installation standards detailed above/herein. The City of Twin Oaks agrees to the project timeline and by signing, grants permission to DJM to access the jobsite or will obtain permission from neighboring sites, as needed, to complete the scope of work. For the proposed work, the City of Twin Oaks agrees to compensate DJM according to the fee schedule and terms detailed herein.

John Williams
The City of Twin Oaks

Date


Becky McMahon, Vice President
DJM Ecological Services, Inc.

10/23/2020
Date





ecological
services, inc.

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Please complete the client information section below, and include any special instructions for scheduling, invoicing, etc.

Client Information:

Name:	
Title:	
Business:	
Street Address:	
City, State, Zip:	
Phone #:	
Email Address:	
Other instructions:	

If invoices should be sent to an individual other than the client name listed above, please provide us with the appropriate contact information here:





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TERMS AND CONDITIONS OF SERVICES

Last Updated January 2020

DJM Ecological Services, Inc. (DJM) aims to deliver every project to our standard of the highest quality possible. To ensure this standard, we present our baseline terms and conditions. **We appreciate your business and look forward to working with you!**

SITE CONDITIONS

- The client shall provide access and permission to enter the work site during normal working hours (7 a.m. to 5 p.m.).
- A plat of survey, or other measurable survey will be provided to DJM upon request.
- DJM will obtain utility locates before performing any digging on a project site. DJM is not responsible for any damage to, or cost involved with, any underground hazards, obstructions or services that are not covered by the dig-rite ticket, made known to us in writing, or apparent on visual inspection.

PROJECT TIMING

- Ecological landscape installation, restoration, and stewardship require careful timing of operations to match the dynamic nature of the ecosystem. DJM will make all attempts to complete project tasks with respect to/in accordance with the variables presented by nature. This includes installation of seed, live plants, erosion control, prescribed fire, herbicide, and other tasks. Severe weather conditions, including drought, may cause the delay of the start date of the contract.
- Delays caused by other companies on site may cause work to be rescheduled and/or re-bid.
- Any addition and/or alterations to the scope of work may require written approval and/or contract revisions, and may impact the project schedule.
- Adverse weather delays do occur and can delay projects. The following table is based on National Oceanic and Atmospheric Administration (NOAA) data and constitutes anticipated minimum number of adverse weather days per month over the course of a year.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6	6	5	5	5	8	13	11	4	4	5	8

PLANT MATERIAL

- Plant material, both live and seed, will be planted true to species and of the highest quality available.
- Species and/or size substitutions may be necessary due to market availability at the time of installation.
- As native plugs are a perishable product, plugs included in the proposal/contract will be grown out specific to each project. If the construction schedule is pushed beyond 8 weeks of the original planting timeline, a holding fee equal to 5% of the order's total cost will be charged on a weekly basis to cover the costs associated with storage and ongoing care of live plant materials. If the construction schedule is pushed beyond one year from the original timeline stated on the contract, species substitutions may be necessary or the order may need to be re-grown, requiring a three-month lead time preceding the anticipated install date.
- DJM is not responsible for damage incurred to any installed materials (including plants) by the elements, including winds, rain, frost, animals, and/or drought (as defined by the national drought monitor, D1- moderate drought, <http://drought.unl.edu/>).
- DJM is not responsible for the post-installation success and/or maintenance of living plant material, including turf, unless a stewardship contract is in effect.

STEWARDSHIP

- Stewardship (post-planting maintenance) is essential for at least three growing seasons following installation of all seeded native grasses and wildflowers to ensure proper establishment. Stewardship can include any of the following: brush cutting, hand pulling, high mowing, broadcast or spot spray herbicide applications. DJM reserves the latitude to apply techniques as necessary.
- Stewardship services are not included in the contract unless specified.

WARRANTY

- If, and only if, a stewardship contract is in place for the project, DJM provides the following warranty:
 - For ball & burlap (B&B) or containerized plant materials: One-time replacement of trees, shrubs, and perennial materials that die within 6 months of the date of installation.
 - For native seeded areas: If a native seed mix's performance is below average during its first growing season, DJM will overseed the area in the winter following its first growing season at no additional cost to the client. "Below average" performance is defined as less than 5 desirable plants per square yard, as determined by random meander survey at a rate of 3 plots (1 square yard in size) per acre.
- Timing of warranty replacements is to occur in the appropriate season for best chance of plant survival, which is at DJM's discretion.

BIORETENTION PROJECTS

- Accepted as-built drawings for all piping and storm water infrastructure showing grade and elevation and of a similar scope and scale to the engineer's drawings must be provided to DJM prior to mobilization. Our proposal does not include the costs of as-built drawings unless specified. If inclusion of the cost of as-built drawings for the BMP is desired, notify DJM prior to signature.
- Bioretention projects/BMPs in St. Louis City/County are regulated by the Metropolitan St. Louis Sewer District (MSD). MSD requires BMP inspection and reporting throughout the year, as well as an annual BMP Maintenance report. The annual report provides documentation that maintenance was performed in accordance with the Stormwater Management Facilities Report and must be submitted to MSD by March 31st of each year for the preceding calendar year's maintenance.
- BMP inspection, maintenance, and/or reporting is not included in the contract unless specified.

PROPOSAL & PAYMENT TERMS

- Proposals are valid for 30 days from the date of issue.
- Payment is to be made within 30 days of completion of work, unless otherwise specified on contract and agreed to in writing. DJM offers a 2.5% discount for invoices paid on NET 15 terms.
- DJM reserves the right to add a 4% service charge for all unpaid balances over NET 60 terms. Client agrees to reimburse DJM for all expenses associated with the collection of unpaid balances. All materials on the project site remain the property of DJM Ecological Services, Inc. until payment is received in full.



EXHIBIT B
AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM

Comes now _____, first being duly sworn, on my oath and affirms that **DJM Ecological Services, Inc.** ("Company") is enrolled and will continue to participate in federal work authorization program with respect to employees that will work in connection with the contracted services related to and any incidental items associated with this work for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company's participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS - 208.009 RSMo.)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo.).

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)

) ss.

County of _____)

Subscribed and sworn to before me this ____ day of _____, 2019.

My commission expires:

Notary Public

Exhibit C

N/A

Exhibit D

Insurance

The Contractor shall obtain and maintain during the term of the Project and the City-Contractor Agreement the insurance coverages at least equal to the coverages set forth in this Exhibit D, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance	\$429,799 per occurrence
(including coverage for Bodily Injury and Property Damage)	\$2,865,330 aggregate

Comprehensive Automobile Liability Insurance	\$429,799 per occurrence
(including coverage for Bodily Injury and Property Damage)	\$2,865,330 aggregate

Employer's Liability	\$2,865,330 bodily injury by accident (each accident)
	\$2,865,330 bodily injury by disease (each employee)
	\$2,865,330 bodily injury policy limit

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site.

Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this Exhibit D. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. Any self-insurance or deductible above \$50,000.00 is not permitted.

The City may waive or decrease any insurance coverages or amounts required by this Exhibit D when the City deems such waiver to be in the interest of the public health, safety, and general welfare.