



**Request for Proposals, RFP # 946
Geotechnical Services (blast monitoring)
City of Berkeley
8425 Airport Road
Berkeley, MO 63134**

The City of Berkeley is issuing a Request for Proposals (RFP) from qualified geotechnical consultants to assist the City with oversight of construction contractor surface blasting operations for a development located at 5341 North Hanley Road.

Responses to this RFP are due by **Friday, June 14, 2024 at 2:00 PM** to the following address:

City of Berkeley
Attn: City Clerk
8425 Airport Road
Berkeley, MO 63134
RE: RFP #946

Late responses will be returned unopened. Two (2) hard copies and one electronic copy (in pdf format) of your proposal are required. No email submissions will be accepted.

Following a review of the submittals, the City may invite respondents to discuss their proposal in person.

THE PROJECT

The City of Berkeley is seeking an individual or firm to monitor onsite blasting that will take place at 5341 North Hanley Road, in preparation for the construction of a new data center. This includes review of the blasting permit application with staff, verification of notification (including signage and traffic rerouting if needed), debris removal, verification of proof of licensing and registration with the State of Missouri, onsite monitoring of actual blasting, and review of blasting records.

THE SITE

The project area is the parcel known as 5341 North Hanley Road (see **Attachment E**). The site is part of the Northpark Industrial Park, which was largely cleared in the 1980's and 1990's. The project parcel has been farmland only since at least 1937. The developer has had a geotechnical report* completed that identifies some potential rock beneath the soil. Depending on the location of underground infrastructure (sanitary lines, etc), and/or footings and foundation work, they feel blasting may become necessary to remove it, which requires a permit. **Report available upon request.*

SUBMITTAL REQUIREMENTS

Two (2) hard copies and one (1) electronic copy (in PDF format) of the response must be submitted. Responses must include the following information:

The blasting consultant must be a professional whose primary source of income in the past 5 years is from providing specialized blasting services. The blasting consultant will have a minimum of 10 years of experience designing blasts on projects involving differing rock conditions, weathered and fractured rock, sliver cuts, and close proximity to areas that must be protected. The proposal must demonstrate that the blasting consultant held a leadership role in the blasting work performed.

- A) The proposal should describe projects where the blasting was under the blasting consultant's control, blast plans, and any modifications to blasting made as a result of conditions encountered on the project.
- B) Provide current references and phone numbers for project owners who can verify the work performed by the Consultant.
- C) Attach the blasting consultant's résumé to the proposal.
- D) Examples of blast plans may also be attached to the proposal.
- E) Estimated cost for monitoring services, including hourly rates and other potential charges.
- F) Estimated project timeline. Include number of staff and current position held by each.

QUESTIONS

Questions regarding the RFP must be submitted to Elliot Liebson, Director of Planning and Development, at eliebson@berkeleymo.us by **3 pm on June 7, 2024**. email inquiries only. All inquiries, and the City's response, will be shared with all potential bidders; the source of the original inquiry will not be shared.

EVALUATION OF RESPONSES

The City of Berkeley will consider each proposal to on the basis of experience, references, familiarity with the region, and familiarity with Sections 309.300 to 319.342 of Title XXI of the Missouri Revised Statutes. Following the initial review, the lowest cost **and** best proposal will be selected to submit to Council for approval. The City may have additional questions for potential candidates.

The City reserves the right to reject any and all proposals submitted in response to this request.

ATTACHMENT A

GENERAL CONTRACT TERMS AND CONDITIONS

A. Annual Appropriations

It is understood and agreed that the contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Berkeley City Council. Should the Council fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "contractor") shall not be entitled to seek redress from the City or its elected officials, officers, agents, employees, or volunteers should the City Council fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The City reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Administration office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable.

C. Collusion

By submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of Missouri State Statutes.

D. Compensation

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in Berkeley City, Missouri, and shall be governed by the applicable laws of the State of Missouri without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Circuit Court of St. Louis County, Missouri.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the City may consider the Successful Offeror to be in default. In the event of default, the City will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the City's notice of default.
2. If the Successful Offeror fails to cure said default within 20 days, the City, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the City in completing the work to a capability equal to that specified in the Contract.

G. Discussion of Exceptions to the RFP

This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein.

Therefore, Offerors shall explicitly identify any exception to any provisions of the RFP in a separate "Exceptions to RFP" section of the proposal so that such exceptions may be resolved before execution of the Contract. In case of any conflict between the RFP and any other Contract documents, the RFP shall control unless the Contract documents explicitly provide otherwise.

H. Drug-Free Workplace to be Maintained by the Contractor

1. During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Missouri State Statutes, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

I. Employment Discrimination by Contractor Prohibited

1. During the performance of this Contract, the contractor agrees as follows:
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices setting forth the provisions of this nondiscrimination clause.

- (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

J. Force Majeure

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

K. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless Berkeley City, the City's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the City's sole negligence.

L. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and Berkeley and Berkeley's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment B)**

M. Offeror's Performance

- 1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all City, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
- 2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- 3. The Successful Offeror shall cooperate with Berkeley officials in performing the Contract work so that interference with normal operations will be held to a minimum.
- 4. The Successful Offeror shall be an independent contractor and shall not be an employee of the City.

N. Ownership of Deliverable and Related Products

1. The City shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so.

To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the City.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the City.

O. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this RFP. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the City on demand and without advance notice during the Successful Offeror's normal working hours.
2. City personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this RFP. Files would be available on demand and without notice during normal working hours.

P. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

Q. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the City. In the event that the Successful Offeror desires to subcontract some part of the work specified in the Contract, the Successful Offeror shall furnish the City the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

R. Taxes

1. The Successful Offeror shall pay all city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between Berkeley and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of Berkeley, and Berkeley shall be held harmless for same by the Successful Offeror.
2. Berkeley is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

S. Termination of Contract

1. The City reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the City.
3. Notwithstanding anything to the contrary contained in the Contract between the City and the Successful Offeror, the City may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.
4. If the City terminates the Contract, the Successful Offeror will be paid by the City for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

T. Environmental Management

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations. The City emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate City staff.

U. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Missouri Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the State of Missouri and issued by the Department of Labor and Industry under the appropriate Title of the Code of Missouri shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.

2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the City determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the City to discontinue such practice.

ATTACHMENT B
INSURANCE SPECIFICATIONS

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and shall deliver a Certificate of Insurance from carriers licensed to do business in the State of Missouri. The Certificate shall show the Berkeley City named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Bests or a rating acceptable to the City. In addition, the insurer shall agree to give the City 30 days' notice of its decision to cancel coverage.

Workers' Compensation

Statutory Missouri Limits

Employers' Liability Insurance -	\$100,000 for each Accident by employee
	\$100,000 for each Disease by employee
	\$500,000 policy limit by Disease

Commercial General Liability - Combined Single Limit

\$1,000,000 each occurrence including contractual liability for specified agreement

\$2,000,000 General Aggregate (other than Products/Completed Operations)

\$2,000,000 General Liability-Products/Completed Operations

\$1,000,000 Personal and Advertising injury

\$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage, unless given the scope of the work this requirement is waived by Risk Management.

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The City makes no representation or warranty as to how the Vendor's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$3,000,000 per occurrence. This insurance shall apply as primary and non-contributory with respect to any other insurance or self-insurance programs afforded Berkeley City. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Missouri requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Missouri.

**ATTACHMENT C
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP").

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections of the Code of Missouri.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

ATTACHMENT D

MISSOURI STATE SECRETARY OF STATE (SOS) REGISTRATION INFORMATION

The Bidder or Offeror:

- ☐ is a corporation or other business entity with the following SOS identification number:
_____ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Missouri (not counting any employees or agents in Missouri who merely solicit orders that require acceptance outside Missouri before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Missouri that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Missouri from offeror's out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's/Offeror's current contacts with Missouri and describes why those contacts do not constitute the transaction of business in Missouri within the meaning of § 190.275 or other similar provisions in Title XII of the Missouri State Statutes.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SOS an application for authority to transact business in the State of Missouri and wish to be considered for a waiver to allow you to submit the SOS identification number after the due date for bids/proposals: ☐

ATTACHMENT E
SITE MAPS AND IMAGES

Figure 1: Project Site



Figure 2: Photos Of Project Area



Looking east from Eltha Avenue



Looking west/northwest from Cass Avenue and North Hanley Road

ATTACHMENT F
RsMO § 319.342 Regarding Use of Explosives

Title XXI PUBLIC SAFETY AND MORALS

Chapter 319

< > • Effective - 28 Aug 2007,

319.342. Municipalities to be notified of use of explosives, when, procedure — certain owners and businesses to be notified — ordinances authorized.

— 1. Any person using explosives that will conduct blasting within the jurisdiction of a municipality shall notify the appropriate representative of the municipality in writing or by telephone at least two business days in advance of blasting at that location. An appropriate representative shall be deemed to be the city's public works department, code enforcement official, or an official at the main office maintained by the municipality. In any area where blasting will be conducted, whether in a municipality or in an unincorporated area, the person using explosives also shall notify the appropriate fire protection official for the jurisdiction where blasting will occur, which may be a city fire department, fire protection district, or volunteer fire protection association. The notice required by this section shall state the name, address, and telephone number of the person using explosives, the name of the individual responsible for supervision of blasting, the date or approximate period over which blasting will be conducted, the location of blasting by street address, route, or other description, and the nature of the project or reason for blasting. If blasting will be conducted at an ongoing project, such as a long-term construction project, or at a permanent site, such as a surface mine, the person shall only be required to make one notice to the municipality or appropriate fire protection official in advance of the first use of explosives. Any such ongoing projects or permanent sites in existence at the time of August 28, 2007, shall not be required to provide notice as described in this subsection.

2. Any person using explosives which will conduct blasting within the jurisdiction of a municipality shall notify the owner or occupant of any residence or business located within a scaled distance of fifty-five from the site of blasting prior to the start of blasting at any new location. One notification by mail, telephone, printed notification posted prominently on the premises or the property of the owner or occupant of the residence or business, or delivered in person to any such owner or occupant meets the requirements of this subsection. A municipality may provide the name, last known address, and telephone number of the owners or occupants of any residence or business that may be located within the scaled distance of fifty-five from the site of blasting to the person using explosives upon request.

3. Any municipality or county may by ordinance or order:

- (1) Require that a permit be obtained in addition to the notice required by subsection 1 of this section, with such application for permit being due no more than ten days prior to the first use of explosives;
- (2) Require that the application for the permit contain specific information about the type of explosives to be used and their storage location at the site where used;
- (3) Require the applicant to demonstrate an acceptable plan for signage or other means of informing the public of blasting in proximity to public streets or highways and any request for temporary closing of streets or routing of traffic;
- (4) Specify the times of day blasting may be conducted, which shall not be less than eight consecutive hours on any day of the week except the ordinance or order may prohibit blasting on Sunday unless approved by the municipality or county upon application by the person using explosives;
- (5) Require that the applicant submit proof that the person using explosives is registered with the division of fire safety and that blasting will be conducted by a licensed blaster;

(6) Require that the applicant submit proof of commercial general liability insurance in an acceptable amount, which shall be no less than one million dollars and no more than five million dollars;

(7) Require that the applicant make at least three documented attempts to contact the owner of any uncontrolled structures within a scaled distance of thirty-five from the blast site in order to conduct a preblast survey of such structures. A preblast survey is not required if the owner of any such structure does not give permission for a survey to be conducted;

(8) Enact any other provision necessary to carry out the provisions of the ordinance or order, including the conditions under which the permit may be suspended or revoked or appropriate fines may be imposed for failure to obtain a permit or violations of the permit.

4. A permit for blasting under a municipal or county ordinance or order authorized by subsection 3 of this section shall be granted by the municipality or county upon satisfying the requirements of the ordinance or order and upon the applicant's payment of a reasonable fee to cover the administration of the permit system.

5. Any authorized representative of a municipality, county or an appropriate fire protection official may:

(1) Require any person using explosives to show proof that he or she is registered with the division of fire safety and blasting is being conducted by an individual that is licensed under the provisions of section 319.306;

(2) Request and be allowed access to the site of blasting by the person using explosives and shall be allowed to observe blasting from a safe location as designated by the blaster;

(3) Examine records of blasting required to be maintained by sections 319.309 and 319.315. However, no municipality, county, or fire protection official shall require a person using explosives or a blaster to surrender such records or a copy of such records to the municipality or fire protection official except as necessary under an investigation of the blaster's violation of a municipal or county permit;

(4) Report suspected violations of section 319.300 to 319.345 to the division of fire safety.

6. Except for any ordinance or order of any county with a charter form of government and with more than one million inhabitants, no provision of a municipal ordinance or county ordinance or order in effect on August 28, 2007, or which may be adopted at a future date by a city or county may preempt, amend, exceed, or conflict with the provisions of sections 319.300 to 319.342 nor any rule promulgated by the state fire marshal under section 319.327. Neither shall any existing or future municipal ordinance or county ordinance or order preempt, amend, exceed, or conflict with the provisions of any statute, regulation, or policy established by:

(1) The United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives;

(2) Chapter 40 of Title 18 of the United States Code, as amended;

(3) The United States Department of Transportation;

(4) The federal Mine Safety and Health Administration; or

(5) The federal Occupational Safety and Health Administration.

7. Subsections 1, 2, and 3 of this section shall not apply to any blasting required by a construction contract with any agency of the state of Missouri, any federal agency, or any political subdivision.

8. Nothing in this section shall preempt the rights and remedies afforded by the general assembly or common law to persons damaged by blasting.