

TRI-LAKES JOINT MUNICIPAL UTILITY COMMISSION, MISSOURI
PURCHASING DEPARTMENT

**REQUEST FOR BID (RFB) FOR: 2846-23
BIOSOLIDS SCALE WEIGHT REPLACEMENT 2026**

Stephanie Crawford, Bid Coordinator
Tri-Lakes Biosolids JMUC, Purchasing Office
616 West Pacific St
Branson, MO 65616

Date Issued: February 23, 2026
Buyer’s Email: scrawford@bransonmo.gov
Telephone: (417) 243-2731 Ext.7103
DUE DATE: March 26, 2026, at 1:30 p.m.

Bids must be electronically received using the designated bidding platform, Euna OpenBids, prior to the **SPECIFIED DUE DATE.**

Until further notice, bids will be publicly read aloud at the specified bid opening date and time via teleconference. To participate: go to: <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>, Enter Meeting ID: 211 690 786 637 23 Passcode: cK9tM9h6 [Passcode is case sensitive]. Or to join us by telephone: dial +1 314-828-1276 Enter: Phone Conference ID: 914 059 491# All bidders or their representatives are invited to attend the opening of the RFB.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids received after the opening date and time will be rejected.
- Mailed/Hand-Delivered, Faxed, Emailed bids will not be accepted

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

It is the intent of the Tri-Lakes Joint Municipal Utility Commission, (JMUC) that this Request for Bid promotes competitive bidding. It shall be the Contractor’s responsibility to advise the Purchasing Department if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than three (3) days prior to the bid opening date.

NOTE: All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.

Respondent is REQUIRED to complete, sign, and return this form with their submittal.

Company Name (same as registered with MO Secretary of State)

Authorized Person (Print)

Address

Signature

City, State Zip Code

Title

Telephone #

Fax #

Date

Tax ID#

Email Address

State of MO Charter # or Exemption #

TRI-LAKES JOINT MUNICIPAL UTILITY COMMISSION INSTRUCTION TO BIDDERS

01. **Opening Location.** Bids will be opened in the presence of purchasing officials at. Bids will be publicly read aloud via teleconference. To participate: go to: <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting> Enter Meeting ID: 211 690 786 637 23 Passcode: cK9tM9h6 [Passcode is case sensitive]. Or to join us by telephone: dial +1 314-828-1276 Enter: Phone Conference ID: 914 059 491# All bidders or their representatives are invited to attend the opening of the RFB.
02. **RFB Delivery Requirements.** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the JMUC's electronic bidding platform, Euna OpenBids, for receipt on or before the due date and time indicated. The Tri-Lakes Joint Municipal Utility Commission is not responsible for your issues with internet connectivity, computer devices, Euna OpenBids or other electronic bidding platforms used by the JMUC. Bidders unable to submit bids electronically must notify the Purchasing Agent to make other arrangements so that the proposal is received no later than the specified due date.
03. **Legal Name and Signature.** Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Company names must be the same as the name for the contract and the name, if applicable as registered with the State of Missouri. Bids shall be signed above the printed name and title of signer on the Pricing page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.
04. **Corrections.** No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.
05. **Clarification and Addenda.** Each bidder shall examine all Request for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Bid shall be made through the Purchasing Department in writing or through email to Stephanie Crawford at scrawford@bransonmo.gov. The Purchasing Department shall not be responsible for oral interpretations given by any JMUC employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Purchasing Department at phone number 417-243-2731 Ext.7103, to determine if addenda were issued and to make such addenda a part of their Bid.
06. **RFB Expenses.** All expenses for making Bids to the JMUC are to be borne by the bidder.
07. **Irrevocable Offer.** Any Bid may be withdrawn in writing up until the due date and time set for opening of the RFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 180 days to sell to the JMUC the goods or services set forth in the RFB, until one or more of the Bids have been duly accepted by the JMUC.
08. **Responsive and Responsible Bidder.** To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Request for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will

ensure good faith performance. The lowest and best responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the JMUC and who is known to be fit and capable of performing the Bid as made.

09. **Reserved Rights.** The JMUC reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.
10. **The Right to Audit.** The bidder agrees to furnish supporting detail as may be required by the JMUC to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the JMUC. The JMUC shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.
11. **Applicable Law.** All applicable laws and regulations of the State of Missouri and the JMUC will apply to any resulting agreement, contract, or purchase order.
12. **Right to Protest.** Protestors shall seek resolution of their complaints initially with the JMUC Purchasing Agent. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
13. **Collusion.** By offering a submission to this Request for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this RFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this RFB:
 - A. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
 - B. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - D. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
 - E. No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

14. **Contract Forms.** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the JMUC and may be conducted by electronic means at the sole discretion of the JMUC in compliance with the Uniform Electronic Transactions Act, Sec. 432.200, RSMo. et.al.
15. **Use of Electronic Signatures.** By offering a submission to this Request for Bid, the bidder agrees to the electronic execution and delivery of any agreement, contract or purchase order resulting from the acceptance of a Bid and that any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.
16. **RFB Forms, Variances, Alternates.** Bids must be submitted on attached JMUC RFB forms, although additional information may be attached. Bidders must indicate any variances from the JMUC requested specifications and/or terms and conditions, on the RFB Affidavit of Compliance. Otherwise, bidders must fully comply with the JMUC requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the JMUC Purchasing Agent.
17. **Bid Form.** All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words “no bid” in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.
18. **Modifications or Withdrawal of Bid.** A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.
19. **Errors in Bids.** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder’s own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.
20. **Prices Bid.** Give unit price, extended total or both if applicable. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid on separately, and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.
21. **Discounts.** Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

22. **Descriptive Information.** All equipment, materials, and articles incorporated in the product/work covered by this RFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an “or equal” is stated.
23. **Deviations to Specifications and Requirements.** When bidding on an “or equal,” Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent may be cause for rejection of the specific item(s) to which it pertains. **All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form**, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the JMUC may be grounds for rejection of the material and/or equipment when delivered.
24. **Samples (if required).** For certain types of procurements, samples may be required. If samples are required, it will be stated in the RFB. The following conditions and requirements apply to all samples submitted.
- A. The samples submitted by bidders on items for which they have received an award may be retained by the JMUC until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
 - B. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The JMUC will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The JMUC reserves the right to consume any or all samples for testing purposes.
 - C. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
 - D. All samples’ packages shall be marked “Sample for Purchasing Department”, and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.
 - E. Do not send samples unless requested to do so by the buyer indicated on the RFB.
25. **Quality Guaranty.** If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the JMUC, the bidder shall pick up the product from the JMUC at no expense. Also, the bidder shall refund to the JMUC any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.
26. **Quality Terms.** The JMUC reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

27. **Tax-Exempt.** The JMUC is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 26788683.
28. **Awards.**
- A. Unless otherwise stated in the Request for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - B. As the best interest of the JMUC may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.
 - C. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Request for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.
29. **Authorized Product Representation.** The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the JMUC that the bidder(s) is legally authorized to submit, and the successful bidder(s) will be legally bound to perform according to the documents.
30. **Regulations.** It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and JMUC rules, regulations, or other requirements, as each may apply.
31. **Termination of Award.** Any failure of the bidder to satisfy the requirements of the JMUC shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the JMUC.
32. **Royalties and Patents.** The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the JMUC harmless from loss on account or cost and attorney's fees incurred.
33. **Equal Employment Opportunity Clause.** The Tri-Lakes Joint Municipal Utility Commission, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.
34. **Bid Tabulation.** Bidders may request a copy of the bid tabulation of the Request for Bid through the JMUC's request for records process.
35. **Budgetary Constraints.** The JMUC reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

36. **Order of Precedence.** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.
37. **Affidavit for Contracts.** The Bidder represents, in accordance with Sec. 285.530.2, RSMo that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the RFB and agrees to provide an affidavit to the Tri-Lakes Joint Municipal Utility Commission affirming that they have not, and will not in connection with the RFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
38. **Additional Purchases by Other Public Agencies.** The bidder by submitting a Bid authorizes other public agencies to “Piggy-Back” or purchase equipment and services being proposed in this Request for Bid unless otherwise noted on the Affidavit of Compliance Form.
39. **Sustainability.** The Tri-Lakes Joint Municipal Utility Commission encourages sustainable procurement to make sure that the products and services the JMUC buys are as sustainable as possible having the lowest environmental and most positive social impact.
40. **List of items to be submitted at the time of Bid.**
 - A. RFB Form.
 - B. Acknowledgement of any Addendum Issued
 - C. Immigration Affidavit
 - D. Pricing Page
 - E. Affidavit of Compliance

CONTRACT TERMS AND CONDITIONS APPLICABLE ONCE BID IS AWARDED

The word “JMUC” shall mean the Tri-Lakes Joint Municipal Utility Commission and “Contractor” shall mean the vendor awarded the bid.

SERVICES CONTRACT

WHEREAS, the Tri-Lakes Joint Municipal Utility Commission desires to engage the Contractor to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Contractor made certain representations and statements to the JMUC with respect to the provision of such services and the JMUC has accepted said proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the JMUC and the Contractor as follows:

1. **Scope of Work.** The JMUC agrees to engage the work of the Contractor and the Contractor agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The JMUC and the Contractor may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed JMUC Officials and countersigned by the Contractor.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Contractor agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the JMUC except as employees of the Contractor. All of the work required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the JMUC.
5. **Term.** The work of the Contractor shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by [*the date set forth in the contract*].
6. **Costs not to Exceed.** The JMUC is limited by law with respect to the amount of money it can pay. Therefore, the JMUC has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Contractor providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Contractor shall notify the JMUC if Contractor anticipates that the contract amount may be exceeded, in order to determine whether or not the JMUC is prepared to increase the total compensation. The Contractor shall establish a billing system showing the amount of money remaining on the

contract which shall be shown in each monthly billing.

7. Payment.

A. **Conditioned upon acceptable performance.** The JMUC agrees to pay the Contractor in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Contractor for work rendered under this contract, the JMUC expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of [*contract amount*], **all of which is dependent upon budget appropriations.**

8. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including in the warranties of the Contractor, JMUC may cancel this contract or affirm the contract and hold Contractor responsible in damages.

9. **Compliance with Applicable Laws.** The Contractor warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

10. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the JMUC or member of the JMUC Board in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

11. **Interpretation of Contract.** The contract shall be construed according to the laws of the State of Missouri.

12. Termination of Contract.

A. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the JMUC shall thereupon have the right to immediately terminate the contract. The JMUC shall give written notice of termination to the Contractor by one of three different means: U.S. Postal Service Mails; email transmission; or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies,

surveys, drawings, maps, models, photographs, parts, materials, and reports or other materials prepared by the Contractor under this contract shall at the option of the JMUC become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the JMUC for damages sustained by the JMUC by virtue of any such breach of the contract by the Contractor.

- B. Right to terminate in the absence of breach.** Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.
- C. Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.
- 13. Non-discrimination in Employment.** In connection with the furnishing of supplies or performances or work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- 14. Provisions by Law Deemed Inserted.** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will be read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.
- 15. Tax-Exempt.** The JMUC of Branson is exempt from Sales Tax and Federal Excise Tax.
- 16. Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.
- 17. Severability.** If any term or provision of this agreement is held invalid or unenforceable, the remainder of this agreement will be considered valid and enforceable to the fullest extent permitted by law.
- 18. Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
- 19. Use of Electronic Signatures.** The Contractor agrees to the electronic execution and delivery of any agreement, contract or purchase order resulting from the acceptance of a bid and that any electronic signatures including facsimile transmission are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

20. Missouri Immigration Law Affidavit. Pursuant to §285.530.2 of the Missouri Revised Statutes, the JMUC as a condition of a contract or grant in excess of \$5,000 requires the Contractor to affirm by sworn affidavit and provision of documentation the Contractor has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the Contractor will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract.

____ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

21. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the JMUC thereto. Provided, however, that claims for money due or to become due to the Contractor from the JMUC under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the JMUC. Any such assignment is expressly subject to all rights and remedies of the JMUC under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the JMUC to give any notice to any such assignee of any actions which the JMUC may take under this agreement, though JMUC will attempt to so notify any such assignee.

22. Performance. It is understood by the parties that time is of the essence in this contract.

23. General Independent Contractor Clause. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the JMUC's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Contractor and the JMUC, and the JMUC will not be liable for any obligation incurred by the Contractor.

24. JMUC Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the JMUC nor be covered by the Worker's Compensation Program of the JMUC.

25. Liability and Indemnity. The parties mutually agree to the following:

- A. In no event shall the JMUC be liable to the Contractor for special, indirect, or consequential damages, except those caused by the JMUC's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the JMUC shall be limited to the amount of money to be paid by the JMUC under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.
- B. The Contractor shall defend, indemnify, and hold the JMUC harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Contractor arising out of or in any way

connected with this contract. Contractor further agrees to defend, indemnify and hold the JMUC harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Contractor.

- C. The Contractor shall indemnify and hold the JMUC harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

26. Bonds and Insurance. The Contractor must have and maintain, at the Contractor's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the JMUC and the general public against any loss, damage and/or expense related to the Contractor's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the JMUC to the fullest extent possible under the laws of the State of Missouri.

- A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The JMUC of Branson must be named as an additional insured.
- B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The Tri-Lakes Joint Municipal Utility Commission must be named as an additional insured.
- C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Contractor(s) and SubContractor(s).
- D. The Contractor will require all Sub-Contractors to provide and maintain like insurance as set forth above unless the Contractor's policies extend to claims made against or growing out of operations of the Sub-Contractor.
- E. Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the Tri-Lakes Joint Municipal Utility Commission as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.
- F. Contractor understands and agrees that the insurance required under the terms of the contract in no way precludes the Contractor from carrying such other insurance as may be deemed necessary by the Contractor for the operation of the Contractors business or for the benefit of the Contractor's employees.
- G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the JMUC, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. For contracts \$1,000,000.00 and over, the Contract shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph by specifically stating in the policy "Nothing contained in this policy will be construed to broaden the liability of the insured (JMUC) beyond the provisions of Sections 537.600 to 537.610 of the Missouri Statutes, as may be amended from time to time, nor to abolish or waive any defense at law which might otherwise be available to the insured (JMUC) or its officers and employees."

- H. If this is a multi-year contract then the Contractor shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.
- I. Insurance Certificates. It is the sole responsibility of the Contractor to provide the JMUC with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.
- J. Unless otherwise agreed to by the authorized agent of the JMUC, all requirements of bonds and insurance must be complied with.

27. Notices. All notices required or permitted herein under and required to be in writing may be given by email or first class mail addressed to JMUC and Contractor at the addresses or email addresses provided. The contact information provided by the contractor vendor contact information page which must be kept current. The contact information for the JMUC is provided below. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by email or mail shall be deemed to be the date transmission occurs.

Contact Information: Tri-Lakes Joint Municipal Utility Commission

Attn: Stephanie Crawford
616 West Pacific St
Branson, MO 65616
417-243-2731 x 7103
scrawford@bransonmo.gov

- 28. Safety.** Contractor and subcontractors performing service for the JMUC are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.
- 29. Public Protection.** The Contractor shall comply with all local, state, and federal safety rules, regulations, or laws and provide protection necessary to protect persons and property from injury or damage during all stages of work.
- 30. Effective.** The contract is made and entered into upon completion of the last signature.

PLEASE NOTE, THE FOLLOWING TERMS AND CONDITIONS MAY ALSO APPLY AND BE INCLUDED IN THE CONTRACT IF CERTAIN CRITERIA REQUIRES IT:

00. Anti-Discrimination Against Israel. The Contractor agrees to provide a certification if requested by the Tri-Lakes Joint Municipal Utility Commission, in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel.

00. Prevailing Wages. It is agreed that all labor utilized in the installation of this project shall be paid a wage of no less than the “prevailing hourly rate of wages” for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. (Please see annual wage order no. [current number] for current wage rates.) The contractor will forfeit the penalty to the Tri-Lakes Joint Municipal Utility Commission of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. It is the responsibility of the Contractor to maintain these records and provide them to the JMUC upon request. Failure to do so shall be considered a material breach of this agreement.

00. Safety Training. The Contractor is informed that this project is subject to the requirements of section 292.675, of the Missouri Revised Statutes, which requires all contractors or subcontractors doing work on the project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (“OSHA”) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed sixty (60) days prior to the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Contractors and subcontractors in violation of this provision will forfeit to the public body two thousand five hundred dollars (\$2500.00) plus one hundred dollars (\$100.00) a day for each employee who is employed without training.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of sections 292.675, of the Missouri Revised Statutes, has occurred and that a penalty as described in this contract will be assessed, the JMUC shall withhold and retain all sums and amounts due and owing when making payments to the Contractor under the contract.

00. Performance and Payment Bond. The Contractor shall furnish within five (5) days of full contract execution, a satisfactory Performance and Maintenance Bond in the full amount of the Agreement. The Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the JMUC and on the forms approved by the JMUC. The Performance and Maintenance Bond furnished shall guarantee the faithful performance of the Work and warrant the Work for the guaranty period established in this Agreement.

As the Agreement sum is in excess of \$50,000, the Contractor shall furnish within five (5) days of full contract execution, a satisfactory Payment Bond in the full amount of the Agreement. The Payment Bond furnished shall meet all requirements of Section 107.170 of the Revised Statutes of Missouri, as amended, and shall guarantee the payment of any and all materials, incorporated, consumed or used in connection with the construction of such Work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said Work, and for all labor performed in such Work whether by subcontractor or otherwise, including payment of prevailing wage requirements of the State of Missouri.

The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570. It is further mutually agreed between the parties hereto that if, at any time after the execution of this contract and the surety bond(s) hereto attached for its payment of labor and material suppliers, the JMUC shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the JMUC to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the JMUC. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the JMUC.

00. Appropriations. The terms of this contract are contingent upon annual budget appropriations by the Tri-Lakes Joint Municipal Utility Commission.

PLEASE NOTE THAT ONCE THE BID IS AWARDED, A CONTRACT WILL BE DELIVERED THROUGH AN ELECTRONIC PLATFORM OR PAPER TO THE CONTACT PERSON FOR THE EXECUTION OF CONTRACT BASED ON LANGUAGE PROVIDED IN THIS BID DOCUMENTS. A CURRENT COPY OF THE VENDOR'S CERTIFICATE OF LIABILITY INSURANCE NAMING THE TRI-LAKES JOINT MUNICIPAL UTILITY COMMISSION AS AN ADDITIONAL INSURED, IN ACCORDANCE WITH THE JMUC'S INSURANCE REQUIREMENTS, IF APPLICABLE, AN IMMIGRATION AFFIDAVIT AND E-VERIFY DOCUMENTATION, ANTI-DISCRIMINATION, PREVAILING WAGE, OSHA AND BOND PAPERWORK MAY ALSO BE REQUIRED TO BE SUBMITTED. ONCE JMUC SIGNATURES AND ALL APPLICABLE COMPLIANCE DOCUMENTATION HAVE BEEN OBTAINED, ONE FULLY SIGNED SET WILL BE DELIVERED THROUGH AN ELECTRONIC PLATFORM TO THE CONTRACTOR FOR THEIR RECORDS.

**SCOPE OF WORK
BIOSOLIDS SCALE WEIGHT REPLACEMENT**

Exhibit A

1. Purpose: The Tri-Lakes Biosolids Joint Municipal Utility Commission (JMUC) is requesting bids to provide for the furnishing, installation, calibration, testing, and commissioning of one heavy-duty truck scale (weighbridge) system at the Biosolids Treatment Facility (WWTF) in Branson, Missouri.

The Bidder shall provide all labor, equipment, materials, supervision, and incidentals necessary to deliver and install a complete, properly operating scale system as specified herein. An alternative to the specified equipment may be considered for approval as an approved equal, provided it meets or exceeds the specifications outlined in this Scope of Work. The successful bidder shall coordinate all work with JMUC staff and ensure minimal disruption to facility operations.

2. General Requirements of Contractor

- 2.1. Contractor shall provide unit pricing for all listed components and services as indicated on the pricing page.
- 2.2. Contractor shall furnish all tools, equipment, parts, materials, and labor necessary to provide and install a complete and operational truck scale system.
- 2.3. Contractor shall field-verify all site conditions, dimensions, elevations, and access requirements prior to fabrication and installation.
- 2.4. The Contractor shall provide foundation drawings, specifications, and layout requirements necessary for JMUC to complete this concrete foundation work accurately.
- 2.5. Contractor shall coordinate delivery, unloading, assembly, and placement of the scale system at the WWTF, located at 2855 Fall Creek Rd., Branson, MO.
- 2.6. Contractor shall install all components in accordance with manufacturers' specifications and applicable industry standards to ensure proper operation and accuracy.
- 2.7. Contractor shall provide calibration, testing, and certification of the scale system in accordance with applicable state and local requirements.
- 2.8. Prices must remain firm for a period of ninety (90) days from the date of the bid.

3. Owners Responsibility

- 3.1. JMUC shall be responsible for providing and performing all required excavation and construction of the concrete foundation and associated concrete structures necessary for the proper installation and operation of the truck scale system.
- 3.2. All excavation and concrete work shall be completed in coordination with the Contractor to ensure compatibility with the selected scale system, foundation requirements, anchor bolt placement, elevations, and installation schedule. The excavation and concrete work will be based on Contractor provided foundation drawings, specifications, and layout requirements.
- 3.3. Owner's work shall be completed prior to scale installation unless otherwise coordinated and approved by Contractor and JMUC.
- 3.4. All main electrical and conduit necessary to supply power to the scale unit shall be provided and installed by the JMUC.

4. Submittals Complete foundation and installation drawings, together with detailed specifications and data covering materials, parts, devices, and accessories forming a part of the equipment furnished, shall be submitted in accordance with the submittals section. Drawings shall cover all scale components, foundation details, and pier loading information necessary for the design of the scale foundation or installation.

5. Governing Standards The scale systems shall have been issued a Certificate of Conformance by the National Type Evaluation Program, (N.T.E.P.) and shall conform to the following standards:
 - 5.1. National Institute of Standards and Technology (NIST), Handbook 44, "Specifications, Tolerances, and Technical Requirements for Weighing and Measuring Devices".
 - 5.2. Applicable state regulations for commercial weighing devices.
 - 5.3. American Welding Society AWS D1.1, 2006.
 - 5.4. Weighbridge structural steel and structural steel embedments shall conform to ASTM A36.
 - 5.5. Reinforcing steel shall conform to ASTM A615, Grade 40 or Grade 60.

6. Scale System Specifications

The proposed truck scale system shall meet or exceed the following minimum requirements:

- 6.1. Type: Heavy-duty truck scale
- 6.2. Profile Height: 14 inches maximum; exact dimensions to be determined by the contractor/manufacturer
- 6.3. CLC/DTA Rating: 45 tons
- 6.4. Capacity: The scale shall have the capabilities to weigh a truck with a gross weight up to 120,000 lbs.
- 6.5. Resolution/Graduation: The weighing indicator shall provide weight readings in 20 lb. graduations.
- 6.6. Legal-for-Trade approved
- 6.7. Scale Dimensions: 10 feet x 10 feet; exact dimensions to be determined by the contractor/manufacturer
- 6.8. Weight Sensors: Alloy steel or stainless steel
- 6.9. Scale Readout: Digital scale indicator
- 6.10. Deck Surface: Steel
- 6.11. Finish: Steel components shall be shot-blasted and sand-blasted, cleaned, primed with a high-solids urethane primer, and finished with an acrylic polyurethane topcoat suitable for long-term exterior exposure, or approved equal.
- 6.12. Guide Rails and Posts: Provide extreme-duty guide rails designed to prevent accidental drive-offs. Guide rails shall be finished with high-visibility paint.
- 6.13. Anchor Bolts: All anchor bolts, nuts, and washers shall be made of carbon steel or comparable, and may be plated
- 6.14. Edge Grinding: Sharp projections of cut or sheared edges of ferrous materials, which are not to be welded, shall be ground as required to ensure paint adherence.
- 6.15. Environmental Shielding: Provide appropriate control housing, environmental seals, stainless steel sheathed cabling, surge protection, heavy-duty coatings, and rugged construction to protect the scale system from harsh environmental conditions, such as capable to withstand UV exposure, regional temperatures, and weather events.
- 6.16. Digital Weight Indicator: Large, bright, IBN Display with stainless steel enclosure. Display shall include all required ports, one ethernet port, and all applicable software.
- 6.17. Software and Hardware: When software updates are released, or new versions of software are available, they shall be offered to the JMUC at no extra cost.

7. Construction Services

- 7.1. Furnish and install one (1) complete heavy-duty truck scale system meeting the specifications listed above.
- 7.2. Provide and install all load cells, junction boxes, cabling, conduits, and associated electrical components required for a fully functional system.
- 7.3. Provide and install all anchor bolts, embeds, mounting hardware, and appurtenances necessary for proper installation.

- 7.4. Coordinate and perform all scale alignment, leveling, and final adjustments.
- 7.5. Contractor shall submit manufacturer specification sheets and shop drawings for all materials and equipment for JMUC approval prior to ordering.
- 7.6. Contractor shall coordinate with JMUC to test the scale system and verify proper operation prior to final acceptance.

8. Installation

- 8.1. The scale shall be manufactured, provided, and installed by a scale company that has a minimum of five years of experience installing similar truck scale systems.
- 8.2. The installer shall configure the scale system as indicated on the certified drawings. Anchor bolts shall be set as required by the scale manufacturer's drawings.

9. Testing, Calibration, and Start-Up

- 9.1. Scale shall be tested with State Registered Technicians and a 50,000 lb test truck.
- 9.2. Contractor shall perform calibration and certification of the scale system in accordance with applicable state and local standards.
- 9.3. Provide documentation of calibration, testing results, accuracy, and certification as required by the applicable state department of weights and measures and any other applicable state or county agency to the JMUC.
- 9.4. Contractor shall schedule and conduct a start-up and operating, maintaining, and repairing training session for JMUC personnel prior to final acceptance of the work.

10. Nonperformance

Contractor is expected to provide a specific level of service and perform the duties as outlined in this bid. Failure to fulfill the obligations under the contract or resolve any written complaint within three (3) days may be considered a breach of contract and result in a penalty of one hundred dollars (\$100.00) per day for incomplete service. Continued nonperformance may result in cancellation of the contract.

11. Invoicing

JMUC agrees to pay the Contractor in accordance with the rates set forth on the pricing page. Payments will be made based upon an itemized statement of services furnished by the Contractor and subject to approval by JMUC that the work has been satisfactorily completed.

12. Subcontracting

The Contractor must function as the single point of responsibility for JMUC, regardless of any subcontractor arrangements. The Contractor shall submit a list of subcontractors to JMUC for approval within thirty (30) days from the beginning of the contract. No portion of the work shall be subcontracted without prior written approval from JMUC.

13. Investigation of Conditions

Before submitting a bid, bidders should carefully examine the site of the work and fully inform themselves of all conditions, limitations, and access requirements. The Contractor shall perform the work in a manner that minimizes interruption to WWTF operations.

14. Warranty

14.1. The contractor, in addition to any other warranties, warrants that upon completion of work, that materials and labor will be and will remain free from defective workmanship or materials for a period of one (1) year from the date of completion and final acceptance of the completed project. In the event that a defect occurs within the warranty period, the contractor shall, at his sole expense, repair, replace, or otherwise correct such defective workmanship or materials. Contractor shall not be liable for consequential damages and contractor's liability shall be limited to repair, replacement, or correcting of defective workmanship or materials. Contractor shall have no responsibility with respect to workmanship or other defects caused by structural failure, or any other causes beyond the contractor's control. Manufacturer warranties shall apply in addition to this requirement and include, at a minimum:

Weighbridge Structure: 10 years

Load Cells: 5 years

Electronics and Accessories: 5 years

14.2. All remedial work shall be performed in a timely manner and to the satisfaction of the JMUC.

14.3. Failure to respond to warranty claims or perform corrective work may result in disqualification from future JMUC projects.

14.4. In the event of a defect within the warranty period, the Contractor shall, at its sole expense, repair or replace defective workmanship or materials.

PRICING PAGE

Exhibit B

The bidder must provide pricing information as specified below to provide the furnishing, installation, calibration, testing, and commissioning of one (1) heavy-duty truck scale (weighbridge) system for the Joint Municipal Utility Commission (JMUC) at the Biosolids Treatment Facility (WWTF) in Branson, Missouri, in accordance with the terms and conditions of this Request for Bid.

All pricing shall include all labor, materials, equipment, supervision, delivery, installation, testing, calibration, documentation, and incidentals necessary to complete the work as specified in the Scope of Work.

Item	Description	Qty	Price	Unit
001	Labor (Delivery, Installation, Alignment, Calibration, Testing, and Start-Up)	1	\$ _____	Ls.
002	Heavy-Duty Truck Scale (Weighbridge), 10' x 10', Legal-for-Trade Approved	1	\$ _____	Ea.
003	Digital Scale Indicator / Digital Readout System	1	\$ _____	Ea.
004	Junction Boxes, Cabling, Conduit, and Electrical Components	1	\$ _____	Ls.
005	Extreme-Duty Guide Rails and Posts (High-Visibility Finish)	2	\$ _____	Ea.
006	Environmental Shielding Components (Seals, Surge Protection, SS Sheathed Cable)	1	\$ _____	Ls.
007	Calibration, Certification, and Documentation (Legal-for-Trade)	1	\$ _____	Ls.
008	Start-Up Assistance and Operator Training	1	\$ _____	Ls.
009	Performance & Payment Bonds	1	\$ _____	Ls.

List Warranty Terms

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES _____ NO _____

Prompt Payment Discount _____ % _____ Days, Net _____ Days

The above pricing information is hereby provided in accordance with the terms and conditions of this Request for Bid.

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 state in which it is incorporated) are shown below; that (if not signing 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 (check one):

sole individual partnership joint venture

corporation, incorporated under laws of State of Missouri

Respectfully submitted,

Signed _____ Title _____ Date _____

CONTACT PERSON FOR BID:

Printed Name _____
Email _____ Phone (_____) _____
Address _____

Check box if same as above:

CONTACT PERSON FOR EXECUTION OF CONTRACT:

Printed Name _____
Email _____ Phone (_____) _____
Address _____

IMMIGRATION/E-VERIFY AFFIDAVIT

STATE OF MISSOURI)
) ss
COUNTY OF TANEY)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings: **EMPLOYEE:**
Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:
Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:
A person acts knowingly or with knowledge,
(a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or
(b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:
An 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).

1. My name is _____(Printed Name) and I am currently the _____(Title) of _____(Business Name) (hereinafter “Contractor”), whose business address is _____

_____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and Tri-Lakes Joint Municipal Utility Commission.

4. Contractor does not knowingly employ any person who is an unauthorized alien in

connection with the contracted services between Contractor and Tri-Lakes Joint Municipal Utility Commission.

5. Upon request, the Contractor can provide documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding: 1. A valid, completed copy of the first page identifying the Contractor; and 2. A valid copy of the signature page completed and signed by the Contractor and the Department of Homeland Security – Verification Division.

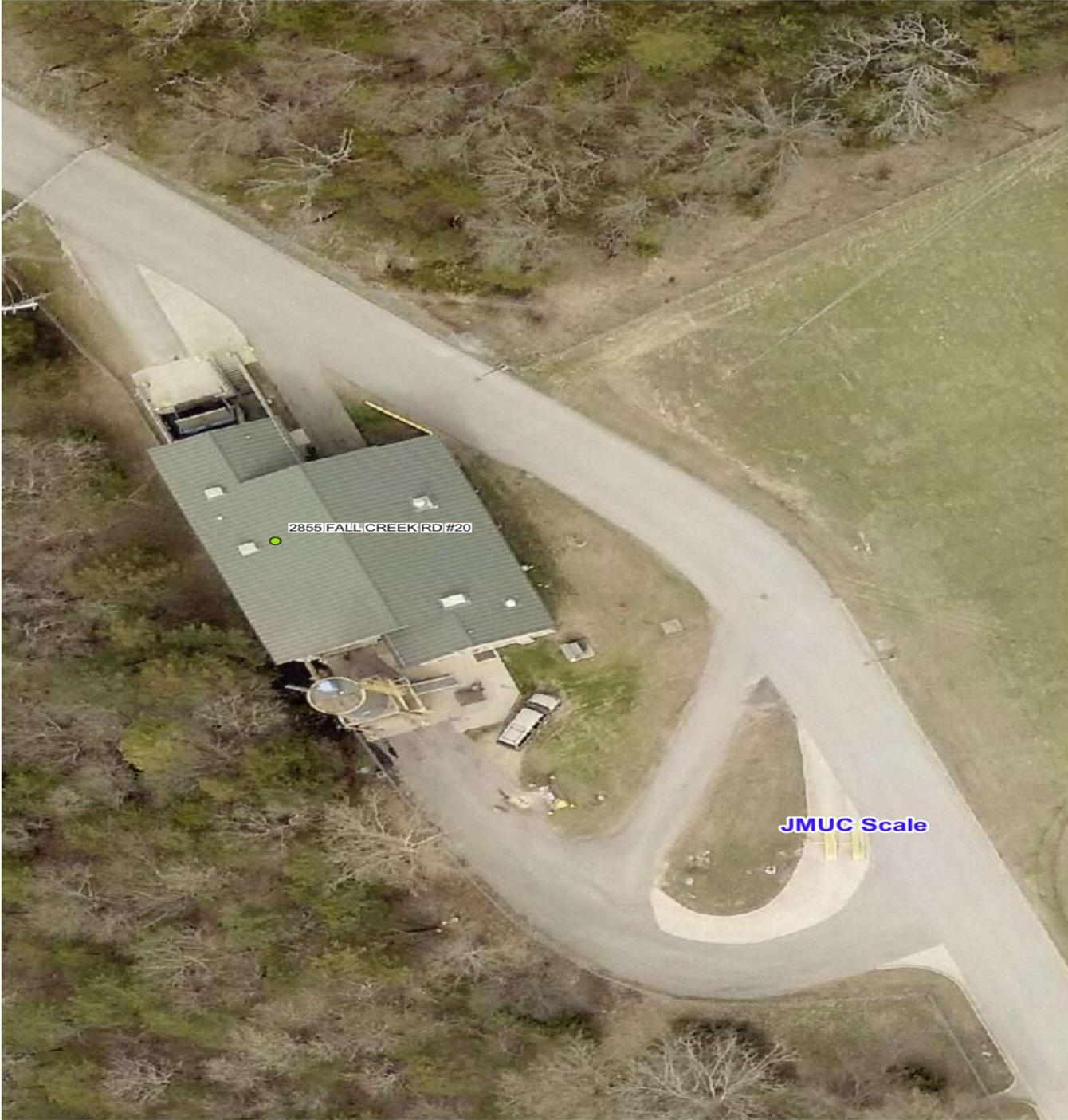
ACKNOWLEDGEMENT:

I have the authority to sign this document and have read and understand the affidavit. I further certify the compliance with all requirements stated therein.

Signature, Affiant

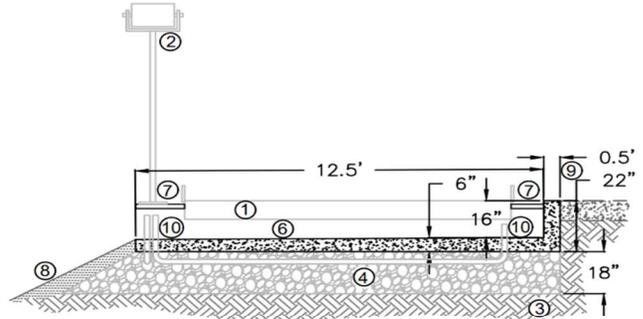
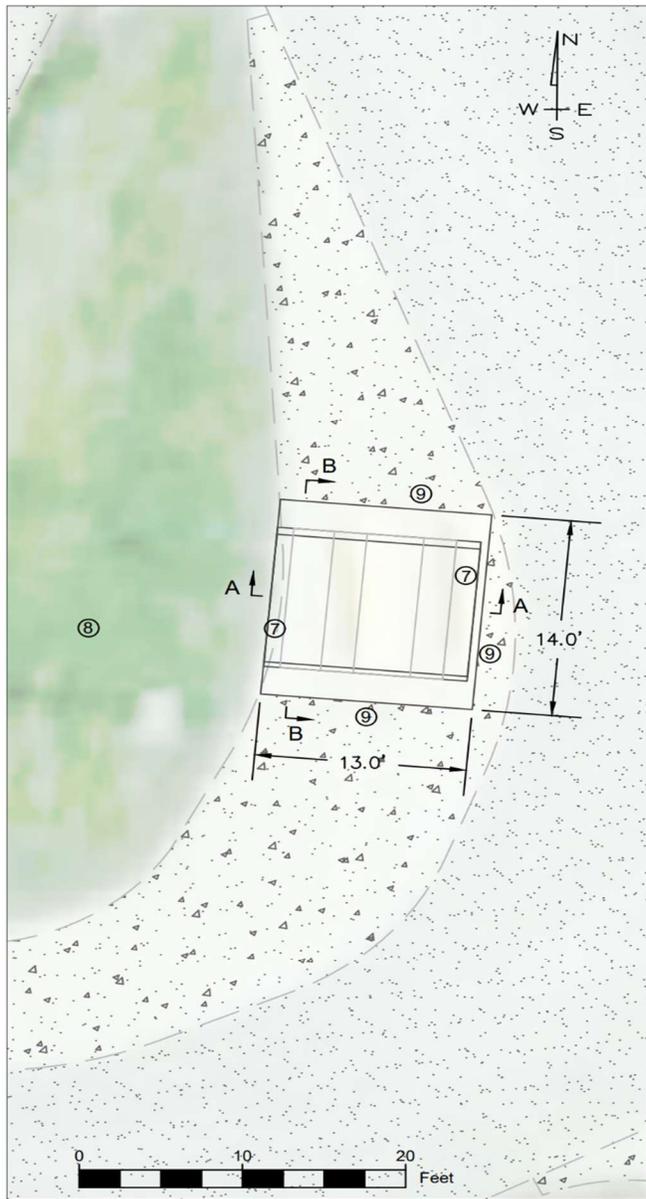
Printed Name, Affiant

Date

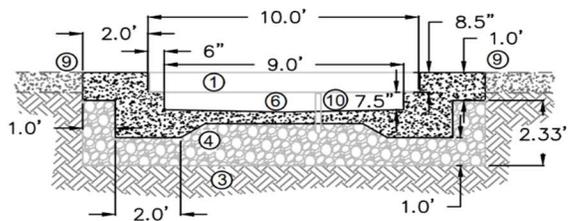


Biosolids Foundation Plan & Details

SCALE REPLACEMENT PLAN AND DETAILS



SECTION A-A
NTS



SECTION B-B
NTS

NOTES:

1. PROPOSED SCALE.
2. ADJUSTABLE DIGITAL DISPLAY.
3. UNDISTURBED EARTH.
4. GRAVEL BASE TO COMPACTED TO 95% STANDARD PROCTOR.
5. ALL DIMENSIONS SHALL BE ADJUSTED TO FIT THE PURCHASED SCALE.
6. PROVIDE POSITIVE SLOPE TO DISCHARGE CHANNEL AT 0.5% MIN.
7. OWNER TO ADD GRADING TO FILL IN GAPS ALONG THE SIDES OF THE SCALE TO REDUCE TRIPPING HAZARD.
8. PROVIDE POSITIVE DRAINAGE TO CULVERT.
9. SAWCUT EXISTING CONCRETE FOR PROPOSED SUPPORT STRUCTURE.
10. 1.5" SCHEDULE 80 PVC CONDUIT FOR ELECTRICAL WIRES. LOCATION TO MATCH PURCHASED SCALE. CAP END TO PREVENT COLLECTION OF WATER.