

Public Notice

NOTICE TO BIDDERS

Proposals will be received by AGRIServices of Brunswick, LLC until 10 AM on 12/3/2025, at ASB River Terminal, 40135 HWY 24 W, DeWitt, MO 64639, this bid opening will be open to bidders with an open teleconference line available as well.

AGRIServices of Brunswick is seeking competitive bids for purchase of a material handler for the purpose of transloading commodity products from barge vessels. Specifications include a minimum 310 hp machine, bent material handling boom with 62' of reach, 4yd clamshell bucket, on a crawler undercarriage, delivered to AGRIServices of Brunswick located in DeWitt, MO. Additional specification requirements are available on request.

The full Notice to Bidders from AGRIServices of Brunswick, LLC, and complete instructions to bidders and proposal blanks may be obtained by contacting AGRIServices of Brunswick, LLC via telephone (800-279-4229) or email (doug@agriservices.com) to arrange the electronic transfer of documents.

Proposals must be on forms provided in the Specifications and Contract Documents. The right is reserved to reject any or all bids.

AGRIServices of Brunswick

40135 Hwy 24 W

DeWitt, MO 64639

800.279.4229



**Bid Documents and Specifications for
Material Handler Purchase - MoDOT Project
Missouri River, Brunswick, MO
Project # FRE 26000303**

Missouri Department of Transportation Project

Agri-Services of Brunswick
Highway 24 West, Brunswick, MO 65236

October 29th, 2025

Material Handler Purchase - MoDOT Project CONTENTS—BID DOCUMENTS AND SPECIFICATIONS
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Material Handler Purchase - MoDOT Project ADVERTISEMENT FOR BIDS

Project Description. Material Handler Purchase, delivered and completed to the existing facility of **Agri-Services of Brunswick, LLC, Hwy 24 West, Brunswick, Missouri.**

Bids. Sealed Proposals for furnishing equipment and other incidental items necessary for the purchase will be received by:

Agri-Services of Brunswick, LLC
P.O. Box 38
Highway 24 West,
Brunswick, MO 65236

Attn: Doug Bonderer
Email: doug@agriservices.com

Bids Due on or before December 3rd, 2025 @ 10 am at which time and place proposals will be opened and considered. Any proposal received subsequent to aforementioned time will be promptly returned to the bidder. Proposal must be on the form provide in accordance with the contract documents.

Bidders must be involved in commercial equipment sales with at least 5 years' experience in the sales of material handling equipment.

Bidders must pre-qualify prior to bid opening. To qualify please call 660-549-3351. Qualification includes:

1. The manufacturer must be an industry recognized competitor in the design and manufacture of material handling equipment.
2. The manufacturer must have at least five years' industry experience.
3. There must be other similarly designed equipment at use in other locations for review and quality considerations.
4. Bidders must have a dealer or customer support located within the State of Missouri.

This project will be partially funded with state funds from the Missouri Department of Transportation (MoDOT) and therefore is subject to state laws and regulations associated with that program. Prevailing wages will be required as necessary.

Contract Documents. Bids shall be made in accordance with the project description titled "Material Handler Purchase - MoDOT Project", Project # FRE 26000303

Title VI Civil Rights Assurances. Agri-Services of Brunswick, LLC hereby notifies all bidders that both will affirmatively ensure that any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

By: Agri-Services of Brunswick, LLC
Doug Bonderer

Advertised on the following dates: October 29th, 2025.

Material Handler Purchase - MoDOT Project

SPECIFICATIONS

Engine:

- Minimum Horsepower: 310hp
- Direct driven turbo intercooler
- Hydraulically, reversible, water cooler

Hydraulic System:

- Hydraulic over hydraulic controls
- Computer free load sensing hydraulics
- Hydraulically, reversible, hydraulic oil cooler
- 3 Micron hydraulic oil filtration

Upper Carriage & Swing System:

- One piece center frame
- 2 High torque axial piston swing motors driving planetary gearbox; integrated swing brake
- Swing bearing with external teeth and removable protective cover
- Automatic central lubrication system for uppercarriage and swing bearing
- Centrally located fuse and relay panel
- Safety rail
- Two working lights on frame

Operator's Cab:

- Hydraulically elevated cab - Up and Out
- Catwalk with safety rail
- Sliding door
- Windshield and Skylight: Bullet proof glass and protection guard
- Digital monitor for diagnostics and machine function monitoring
- Camera System - side and rear
- Working lights on cab
- Manuals: one printed, and one digital, set of Operator, Maintenance, Parts, Hydraulic Schematics, and Electrical Schematics
- Fire extinguisher

Working Equipment:

- Minimum 62 feet of reach
- 360 degree equal lifting capacity
- Bent material handling boom with end stop monitoring system and limit switches
- Gas assisted 3rd boom cylinder with gas accumulators in recovery cylinders
- Straight material handling stick with end stop monitoring system and limit switches
- Hydraulic holding valves on boom and stick cylinders
- Lights on boom and stick
- Boom floating device to raise boom as bucket closes

Bucket:

- Clamshell Bucket
- 4.5 yard capacity
- Rotating head
- Fully enclosed
- Bolt-On cutting edges
- Materials up to 3500 yds

Material Handler Purchase - MoDOT Project

INFORMATION FOR BIDDERS

A. NOTICE TO BIDDERS

The "Advertisement for Bid" on the previous page is part of the information for bidders.

B. BID PREPARATION

a. Plans, Bid Documents and Specification

Each bid must be made in accordance with the Project Description titled "Material Handler Purchase - MoDOT Project", Project # FRE 26000303, October 29th, 2025. These will be on file and available at the office of Agri-Services, LLC, Highway 24 West, Brunswick, Missouri (see Doug Bonderer).

b. Inspection. Before submitting a Bid, it is the responsibility of each Bidder to:

- i. Examine thoroughly the Contract Documents and other related information and satisfy themselves of the accuracy in the Bid Proposal.
- ii. Consider all federal, state, and local laws and regulations that may affect cost, progress, performance, or execution of the Contract; and
- iii. Promptly notify the owner of all conflicts, errors, ambiguities, or discrepancies which Bidder discovers in the Contract Documents.

Discrepancies. Prior to Bid opening, if a Bidder observes errors, discrepancies, ambiguities, or omissions in the Contract Documents or requires clarification thereof, he shall request interpretations or corrections from the Owner who will send a written addendum to all Bidders. The Owner will not be responsible for oral explanation or instructions.

Interpretations and Addenda. All questions about the meaning or intent of the Contract Documents are to be directed to the Owner. Addenda may be issued to modify the Contract Documents as deemed advisable by the Owner.

Substitute and "Or Equal" Items. The Contract, if awarded, will be based on equipment specifications described in the Contract Documents.

Buy America Policy. Contractors shall agree to "Buy America Policy: for all new materials purchased for the completion of any project funded with State or Federal funds. Contractor shall fully comply with Section 103.9 of the Missouri Standard Specifications for Highway Construction, Current Edition.

C. SUBMITTAL OF BID

Bid must be submitted on the Bid Proposal form provided. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted.

Bid shall be delivered in a sealed envelope to the office of Agri-Services of Brunswick, Hwy 24 West, Brunswick, Missouri 65236, on or before the time and date shown in the Advertisement for Bids and Bid Proposal forms.

The envelope shall be clearly marked on the outside with the Bidder's name, address, phone number, and the project for which the bid is being submitted.

A conditional or qualified bid will not be accepted.

Bid Procedure. Bids will be opened and read aloud publicly at the place and time shown in the proposal. Any abstract of the amounts of the base Bids will be made available to the Bidders within 10 days after the opening of Bids.

Bid Regulations. Applicable laws, ordinances, rules, and regulations of all governmental authorities having jurisdiction over construction of the project shall apply throughout the term of the Contract. Bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including provisions of the equal opportunity clause.

Modification or Withdrawal of Bids. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids or authorized postponement thereof. No bidder may withdraw a bid within ninety days after the actual date of opening thereof.

Bids to Remain Subject to Acceptance. Due to the nature of the MoDOT funding, all Bids will remain subject to acceptance for ninety days after the day of the Bid opening, but Owner may, at its sole discretion, release any Bid prior to that date. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the owner and the bidder.

Rejection of Bids. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Owner. Owner reserves the right to waive any and all informalities or minor defects.

D. AWARD OF CONTRACT

Once the bid prices have been compared and the two lowest responsive Bidders have been definitely established, "Notice of Intent to Award" shall be given by the Owner after it has determined the successful Bidder and upon the completion of the agreement with MoDOT. Owner may notify the successful Bidder that its Bid has been accepted, and make such notification by Telephone, e-mail, or letter mailed to the address shown on the proposal.

Within ten (10) days after receiving the "Notice of Intent to Award," the successful Bidder shall provide the Owner with the following:

1. Contract signed by Bidder, with additional documentation as required (notarization, corporate resolution, etc.).
2. Any other required certificates as described herein.

Contract signed by Bidder, and any other required certificates, Owner may sign the Contract and issue the "Notice to Proceed." The "Notice to Proceed" will be issued no more than 30 days after the execution of the Contract.

The Contract shall be awarded to the lowest responsive Bidder.

Subcontractors, Suppliers, and Others. Prior to the Contract's effective date, Contractor shall give Owner a list identifying subcontractors, suppliers, and others (persons or organizations) which are to furnish the principal items of material, equipment, or services.

No Contractor shall be required to employ any subcontractor, supplier, or other person or organization against whom Contractor has a reasonable objection.

Material Handler Purchase - MoDOT Project BID PROPOSAL

Sealed Proposals for purchase and delivery of a material handler for the unloading of bulk materials from barge in accordance with the **Material Handler Purchase - MoDOT Project** located at Agri-Services of Brunswick, LLC, Hwy 24 West, Brunswick, MO 65236, shall be submitted to the Owner:

Agri-Services of Brunswick, LLC
P.O. Box 38
Highway 24 West,
Brunswick, MO 65236

...on or before

December 3rd, 2025 @ 10:00am

BIDDER'S INFORMATION

Please type or print the following information:

Bidder: _____ Date _____

Address: _____

City/State/Zip: _____

Office Phone: _____ Cell Phone: _____

E-Mail: _____ DUNS Number _____

BIDDER'S REPRESENTATIONS

1. The Bidder, having examined the contract and contract documents, hereby proposes to (a) provide for purchase the equipment detailed in this **Material Handler Purchase - MoDOT Project**, and (b) deliver and have ready for operation, for the bid price, within the Time of Completion and in accordance with the Contract Documents.
The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT", "Standards and Specifications." The effective version shall be determined by the letting date of the project.

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

2. Bidder accepts all of the terms and conditions of the Contract Documents, including but not limited to the Advertisement for Bids, Information for Bidders, Bid Proposal, Contract, Special Provisions, Exhibits, and Plans.
3. In submitting this bid, Bidder represents: (a) Bidder has examined and carefully studied the Contract Documents, Including all addenda; (b) Bidder is familiar with the site or has visited and satisfied regarding the site conditions that may affect cost, progress and performance; and (c) Bidder is familiar with and is satisfied as to all federal, state, local Laws and Regulations that may affect cost, progress, performance and furnishing of the equipment.
4. The Time of Completion and Liquidated Damages shall be as follows: Contractor will begin the purchase process no later than ten (10) days after the "Notice to Proceed" and will diligently prosecute work at such a rate and in such a manner as necessary for the completion of the purchase by June 30th, 2026. Liquidated damages in the amount of 0.1% of the agreed to purchase price per calendar day after deadline will be assessed to the bidder until delivery to Brunswick, MO.
5. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group association, organization or corporations. Bidder has not sought by collusion to obtain for itself any advantage over another Bidder. Bidder shall complete and submit the Anti-Collusion Statement for with the Bid.
6. Bidder and all proposed Subcontractors shall submit the Subcontractor Certification Regarding Affirmative Action form with the Bid.
7. Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in the connection with the services requested herein by
 - a. Submitting a completed, notarized copy of **AFFIDAVIT OF WORK AUTHORIZATION AND COMPLIANCE—SECTION 285.530.2**. Failure to include this with your bid submittal will constitute a nonconforming bid.

- b. Providing documentation of enrollment in the E-Verify Program, and include their MOU with their bid submittal. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This shall be submitted if requested by 4 p.m. three (3) business days after bidding opening.
 - c. http://www.dhs.gov/files/programs/gc_1185221678150.shtm
8. Bidders are informed that the Project is subject to the requirements of Section 292.675, R.S. Mo, which requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Missouri Highways and Transportation Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.
9. The BIDDER must be able to show that they have successfully registered with the System for Award Management (SAM) Entity Registration (formerly CCR registration) www.sam.gov and obtained a DUNS number <http://fedgov.dnb.com/webform>. Failure to do so can result in failure to be awarded project. See Exhibit 4 for more information on DUNS Number and SAM registration.
10. The BIDDER acknowledges the following documents are attached to and made a condition of this Bid and that failure to properly complete and submit the following documents with the Bid Proposal will result in the Bid being nonconforming and be cause for rejection of the Bid:
 - a. Any Addenda issued shall be submitted with the Bid Documents and acknowledged on the Addenda form
 - b. Anti-Collusion Statement
 - c. Subcontractor Certification Regarding Affirmative Action, to be submitted by Bidder and all listed Subcontractors.
 - d. Affidavit of Work Authorization and Compliance—285.530.2
 - e. Affidavit of OSHA Training
 - f. Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - g. The E-Verify Program for Unemployment Verification Memorandum of Understanding
11. Bidder agrees to submit the following documents **if requested** by 4 p.m. three (3) business days after bid opening:
 - a. BIDDER'S Qualification statement with supporting data
12. Bidder will complete the work in accordance with the Contract Documents for the flowing price(s):

BASE BID ITEMS AND PRICES

No.	Item Description	Qty.	Unit	Unit Cost	Total Cost
1	Material Handler	1			
2	Clamshell Bucket	1			

TOTAL BASE BID \$ _____

TOTAL BASE BID, written amount (for verification of above):

_____ and _____/100 Dollars

Bid amounts are to be shown in both words and figures. In case of discrepancy in words and figures or in case of error in extension, the unit and lump sum prices under each Pay Item will be considered correct, and these sums when properly extended, shall constitute the Bid.

ADDENDA FORM SHEET

Addendums: Bidder acknowledges receipt of the following addendum(s):

Addendum number: _____, dated: _____

Addendum number: _____, dated: _____

Addendum number: _____, dated: _____

Addendum number: _____, dated: _____

**AUTHORIZATION TO SIGN DOCUMENTS ON
BEHALF OF THE SUPPLIER CORPORATION**

Gentlemen:

This is to advise that (name) _____

is the (title) _____

of (company) _____

and, as such, has the authority to sign this Bid Proposal and other official documents for the corporation.

Supplier

By

Date

Corporate seal:

ANTI-COLLUSION STATEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

_____ being first duly sworn, deposes and says that he is

(Title of person Signing)

of _____

(Name of Bidder)

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

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

By _____
By _____
By _____

SWORN to before me this _____ day of _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public: _____

My commission expires: _____

**CONTRACTOR/SUBCONTRACTOR CERTIFICATION
REGARDING AFFIRMATIVE ACTION**

Project: **Material Handler Purchase- MoDOT Project**

County: Carroll County, Missouri

Certification Regarding Affirmative Action and Equal Opportunity: The bidder certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments, affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41CFR Part 69-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

Company: _____

By: _____

Date: _____

Title: _____

**AFFIDAVIT OF WORK AUTHORIZATION
AND COMPLIANCE—SECTION 285.530.2**

COMES NOW (Name) _____ as

(Office Held) _____ of (Company Name/Contractor) _____

and first being duly sworn, on my oath, affirm as follows:

1. (Company Name/Contractor) _____ is enrolled and will continue to participate in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 in respect to employees that will work in connection with the contracted services related to **Material Handler - MoDOT Project** for the duration of the contract in accordance with RSMo Chapter 285.530(2).
2. I also affirm that (Company Name/Contractor) _____ does not and will not knowingly employ any person who is an unauthorized alien in connection with the contract services related to (project name) **Material Handler - MoDOT Project** for the duration of the contract.
3. Further, (Company Name/Contractor) _____ has performed an electronic verification check as described above on all workers hired since January 1, 2009, or obtained documents required for completion of a federal I9 form before it began participating in E-Verify.
4. Attached hereto is (Company Name/Contractor) _____ E-Verify Memorandum of Understanding affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

FURTHER AFFIANT SAITH NOT.

IN AFFIRMATION THEREOF, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided in Section 575.040, RSMo.)

(Name of Corporation): _____

By (name of officer of corporation and title): _____

ATTEST:

_____ Secretary (or other officer)

(SEAL OF CORPORATION)

STATE OF _____)
) SS.
 COUNTY OF _____)

On this _____ day of _____, 2025, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of _____, a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____, Missouri, the day and year first above written.

Notary Public _____

My Commission Expires:

CONTRACTOR'S AFFIDAVIT OF OSHA TRAINING

COMES NOW (Name) _____ as (Office Held) _____
of (Company Name/Contractor) _____ and first being duly sworn, on my
oath, affirm in connection with contracted services related to (project name) **Material Handler -**
MoDOT Project or the duration of the contract, as follows:

1. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by 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 as required by Section 292.675, RSMo.
2. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences, as required by Section 292.675 RSMo.
3. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such a documentation within twenty (20) days, or will be subject to removal from the Project.
4. Contractor shall require all of its Subcontractors to comply with the requirements of Section 292.675, RSMo.
5. Contractor acknowledges that pursuant to Section 292.675, RSMo., Contractor shall forfeit to **Agri-Service of Brunswick**, as a penalty, two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 292.675, RSMo.
6. Contractor acknowledges that violations of Section 292.675, RSMo, and imposition of the penalties described therein shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.
7. Contractor acknowledges that in the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty shall be assessed, the County shall withhold and retail all sums and amounts due and owing when making payments to Contractor under this Contract.

FURTHER AFFIANT SAITH NOT.

IN AFFIRMATION THEREOF, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided in Section 575.040, RSMo.)

(Name of Corporation): _____

By (name of officer of corporation and title): _____

ATTEST:

____ Secretary (or other officer)

(SEAL OF CORPORATION)

STATE OF _____)
)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2025, before me appeared

_____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of _____, a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____, Missouri, the day and year first above written.

Notary Public

My Commission Expires:

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

Project Name: **Material Handler - MoDOT Project**

The Bidder hereby certifies to the best of its knowledge and belief and that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.
- b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in (1)(b) of this certification; and
- d. Have not within a three-year period preceding this subcontract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this contractor or termination of the contract. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five (5) years or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statement. My explanation is attached.

Material Handler Purchase - MoDOT Project CONTRACT

This Contract ("Contract") is made and entered into by and between

Agri-Services of Brunswick, LLC, hereinafter called "**Owner**," and

_____, a _____ corporation,
hereinafter called Bidder.

WITNESSETH

Upon the terms and conditions hereinafter set forth, in consideration of the acceptance of the Bidder's Bid in the amount of:

_____ and _____/100 Dollars

(\$_____) and the award of this Contract to said Bidder by the Owner, and in consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them and each of them, it is agreed between the parties as follows:

1. **Contract Documents Part of Contract.** The Contract Documents (including but not limited to Notice to bidders, Instructions to Bidders, Bid Proposal, Contract, Special Provisions, Exhibits, Plans, Addenda, and all other parts thereof) are a part of this Contract as if they are fully set out herein.
2. **Contract Work.** Bidder hereby agrees to: (a) perform the work set out in the Contract Documents; and (b) furnish at Bidder's own expense all labor, materials, equipment, tools, and other incidental items as may be required to complete said work. The work shall be done to complete satisfaction of Owner. Work shall be subject to inspection and approval at all times by Owner and its agents.
3. **Progress Payments and Retainage.** Upon Owner's acceptance of the bid, Bidder to provide Owner with full invoice and payment plan (at various stages of completion). Terms of payments to the Bidder shall be made in accordance with the payment plan. In accordance with the Missouri Prompt Pay Act (34.057 RsMo), the owner may withhold payment for any of the reasons outlined in RsMo 34.057.

4. **Supplier Informed.** Bidder agrees that it is fully informed regarding all the specifications of the equipment described herein and that it is fully informed regarding all labor, materials, equipment, tools, and other incidental items to be furnished necessary for the completion of this Contract. This information was secured by Bidder's personal investigation and research and not from any estimate of the Owner. Supplier will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent or employees of the Owner.
5. **Missouri Law.** The parties hereto agree that this Contract, in all things, shall be governed by the laws of the State of Missouri.
6. **Nondiscrimination.** The Bidder agrees that it will comply with all Federal and State laws and Federal regulations and directives pertaining to nondiscrimination against any person on the grounds of race, color, or national origin in connection with this contract, including procurement of materials and lease of equipment.
7. **No Solicitation.** The Bidder expressly warrants that it has employed no third person to solicit or obtain this Contract in his behalf or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part upon such procurement and that he has not paid or promised or agreed to pay for services in connection therewith, any brokerage, commission or percentage and that all monies payable to it hereunder are free from obligation of any other person for services rendered or supposed to have been rendered in the procurement of this Contract. Bidder further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the Owner and that the Owner may retain to its own use any sum due or to become due.
8. **Required Documents.** Prior to signing this Contract, the Bidder shall have provided the Owner with the following: (1) documentation to authorize signing of Contract (corporate resolution, etc.); and (2) any other required certificates.
9. **Final Documents.** Bidder's Affidavit Regarding Settlement of Claims, and Final Lien Waiver (see forms following) are to be completed, signed and submitted by Bidder with the final request for payment.
10. **Successors and Assigns.** This Contract shall be binding not only upon the parties hereto but also upon their successors or assigns.
11. **Signatures.** In witness whereof, this _____ day of _____ of 2025, the respective parties hereto have executed this Contract, personally or by offices or agents thereunto duly authorized.

NOTE: THIS ORIGINAL DOCUMENT IS TO BE RETAINED BY OWNER

Owner:

Bidder:

Agri-Services of Brunswick, LLC

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

(Append acknowledgements)

STATE OF MISSOURI)
) SS.

COUNTY OF _____)

On this _____ day of _____, 2025, before me appeared

_____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of **Agri-Services of Brunswick, LLC**, and that the instrument was signed on behalf of said political corporation, by the authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public _____

My Commission Expires: _____

STATE OF MISSOURI)
) SS.

COUNTY OF _____)

On this _____ day of _____, 2025, before me appeared

_____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of _____, a corporation, and that said instrument was signed on behalf of said corporation, by the authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public _____

My Commission Expires:

**AUTHORIZATION TO SIGN DOCUMENTS ON
BEHALF OF THE BIDDER CORPORATION**

Gentlemen:

This is to advise that (name) _____

is the (title) _____

of (company) _____

and, as such, has the authority to sign this Contract and other official documents for the corporation.

Bidder: _____

By: _____

Date: _____

(Corporate seal).

If the successful Bidder is a corporation, a resolution authorizing the signing of the Contract must be approved by the corporation and the following "Certified Copy of the Corporate Resolution" must be executed by the Secretary of the Corporation and presented to the Owner prior to the execution of the Contract.

Bidder representative must have in his/her possession at the time of the signing, the corporate seal that will be affixed to his/her signature.

CERTIFIED COPY OF CORPORATE RESOLUTION

I, _____, do hereby certify that I am the Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____, and such Secretary, I have access to all original records of said Corporation, and I do hereby certify that at a meeting called, held and convened according to the law and the By-Laws of said Corporation on the _____ day of _____, 2025, a quorum being present and voting thereon, the following Resolutions were unanimously adopted.

RESOLVED, that the Corporation enter into a contract with **Agri-Services of Brunswick, LLC**, for the purchase of equipment known as **Material Handler Purchase - MoDOT Project** for a total contract price of \$_____ for such further and additional terms as the officers of the Corporation deem appropriate.

FURTHER RESOLVED, that the following officers of the Corporation:

Name:	Title:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

or any one of them acting alone, shall be authorized to execute any and all documents necessary to carry out the intention of the foregoing Resolutions including, but not limited to, any contracts or bonds.

The foregoing is a full, true and correct copy of said Resolutions, as the same appear on the records of said Corporation; that the same have not been altered, amended or appealed and are now in full force and effect.

FINAL LIEN WAIVER
(Valid Upon Receipt of Final Payment)

WAIVER OF LIEN Labor and Materials

STATE OF MISSOURI)
)
) SS.
COUNTY OF CARROLL)

_____, 2025

TO WHOM IT MAY CONCERN:

Whereas, we the undersigned _____, have been employed by
(Contractor)

_____ to furnish labor and material for the project known as
(Owner)

Material Handler Purchase - MoDOT Project
(name of project)

Now, therefore, know ye, that we the undersigned for and in consideration of the sum of

_____ (\$_____)

(final payment amount)

and other good and valuable considerations, the receipt whereof is hereby acknowledged, we do hereby waive and release any and all lien, and claim or right to lien on said above described equipment under the Statutes of the State of Missouri relating to Mechanics' Liens, on account of labor or materials, or both, for the project known as

Material Handler Purchase - MoDOT Project
(name of project)

Given under our hands and seals this _____ day of _____, 2025.

Contractor:

By (name and title)

WITNESS:

Material Handler Purchase - MoDOT Project SPECIAL PROVISIONS

1. **MoDOT Inspections**—MoDOT may make inspections of the equipment, and the Bidder shall grant access.
2. **Changed Condition Clause**—If a change in condition occurs in this Material Handler Purchase project, procedure for documenting and proceeding with change shall be done in accordance with “changed condition clauses” found in the Missouri *Standard Specifications and the Standard Specifications for Public Works Construction* (Green Book). If an LPA chooses to use a different standard specifications book other than MoDOT’s, the federal regulations shall still apply.