

**SECTION II - BID FORM**

**1. Bid Recipient**

Sealed bids will be received by the Office of the City Clerk until

**10:00 A.M. Local Time on Tuesday, March 5, 2024**

at which time and place they will be publically opened and read aloud. No bids will be accepted after this time, and no electronic or facsimile submittals will be accepted.

This Bid shall be submitted to:

The Office of the City Clerk  
Attn: BIOSOLIDS DISPOSAL PROGRAM  
City Hall – 101 Court Street  
Jackson, Missouri 63755

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform all Work specified or indicated in the Contract Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

**2. Bidder's Acknowledgements**

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of Owner.

**3. Bidder's Representations**

In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied the Bid Documents, and any data and reference items identified in the Bid Documents, and hereby acknowledges the receipt of the following Addenda:

Addendum No.	Addendum, Date
1	2.21.24
_____	_____
_____	_____
_____	_____

2. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bid Documents; and any Site-related reports and drawings identified in the Bid Documents, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the Work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs.
6. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bid Documents.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bid Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bid Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
9. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bid Documents.

#### **4. Bidder's Certification**

Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from Bid; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

- i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bid process;
- ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bid process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bid process or affect the execution of the Contract.

**5. Basis of Bid**

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<b><u>BASE BID ITEM</u></b>	
Furnish all labor, equipment, material, tools, and other incidental items for the proper land application, injection, or disposal of wastewater biosolids from the City of Jackson Water Pollution Control Facility per the contract specifications.	
<u>7.2</u> (figures)	CENTS PER GALLON
<u>seven point two</u> (words)	CENTS PER GALLON

Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item and that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents.

**6. Time of Completion**

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates within the number of calendar days indicated in the Agreement. Bidder accepts the provision of the Agreement as to liquidated damages.

**7. Bid Security**

A Bid Security in the form of a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the bid amount is required to be submitted with the bid. The company listed on the Bid Security must be the same as the company listed as "Bidder" in Section 9 of the Bid Form.

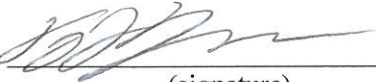

**8. Attachments to this Bid**

The following documents shall be submitted with, and made a condition of, this Bid:

A. A Bid Security: a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the bid amount. The company listed on the Bid Security must be the same as the company listed as "Bidder" in Section 9 of the Bid Form.

B. List of Proposed Major Subcontractors, if applicable.

**Bid Submittal**

By: 	Attest: 
_____	_____
(signature)	(signature)
Tyler L Kramer	Carrie M. Kramer
_____	_____
(print)	(print)
President	Office Manager
_____	_____
(title)	(title)

*Note: If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.*

Date of Bid Submittal: 3/4/24

Address for giving notices:

550 N 2nd Street Suite 202 PO BOX 231

Breese, IL 62230

Phone: 618-526-2341

Email: metroag@metroag.com

Contact: Tyler L. Kramer

Bidder's License No.: F00537030

**List of Major Subcontractors**

The names of major Subcontractors to be used for this Work shall be entered in the spaces provided below. Upon award of a contract, the named Subcontractors shall be used, without exception, other than as defined in these Bid Documents.

Any substitution of named Subcontractors shall be subject to concurrence of the Owner and shall be confirmed by Change Order. Failure to furnish all information requested in this listing may be cause for Bid rejection.

	<b>Area of Work</b>	<b>Name of Subcontractor (state "None" if Bidder will complete work)</b>
1.		NONE
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SURETY (Name and Address of Principal Place of Business): One Tower Square Hartford CT 06183-6014

OWNER (Name and Address): City of Jackson, MO  
101 Court St. Jackson, MO 63755

BID

Description (Project Name – Include Location): 2024 Biosolids Disposal Program

BOND

Bond Number: na

Date: 3/05/2024

Penal	Sum:	Five Percent Amount Bid	5% Amount Bid
\$ 5% Amount Bid		(words)	(figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER


SURETY

Metro-Ag Waste Injection Systems, Inc  
Bidder's Name and Corporate Seal

Travelers Casualty and Surety Company of America  
Surety's Name and Corporate Seal

By:

By:

  
Signature

  
Signature (Attach Power of Attorney)

Tyler L. Kramer  
Print Name

James D. Morgason  
Print Name


President  
Title

Attorney-in-Fact  
Title

Attest:

Attest:

  
Signature

  
Signature

Office Manager  
Title

Customer Service Rep  
Title

*Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - b. All Bids are rejected by Owner, or
  - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.
12. Modifications to this Bond:
  - a. SRF/Title 31 U.S.C Sec. 9304-9308 required statement: IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

State of Illinois

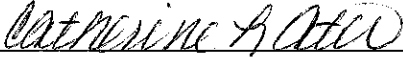
} ss:

County of Macon

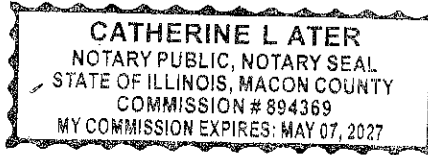
On 5th day of March, 2024 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **James D. Morgason**

known to me to be Attorney-in-Fact of **Travelers Casualty and Surety Company of America** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



(Notary Public)







**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James D. Morgason** of **FORSYTH**, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

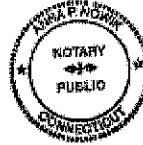
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of March, 2024.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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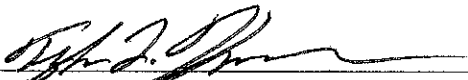
# METRO AG WASTE INJECTION SYSTEMS, INC.

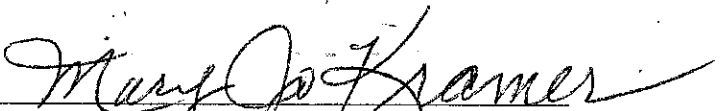
## UNANIMOUS CONSENT OF DIRECTORS TO APPOINTMENT OF OFFICERS

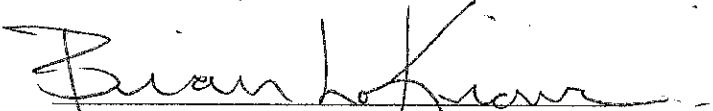
We, the undersigned, being all of the Directors of Metro Ag Waste Injection Systems, Inc., an Illinois Corporation, do hereby waive any notice required by the Illinois Business Corporation Act or the Corporation's governing documents, and do hereby consent to the following action:

1. The Corporate Officers, from and after April 23, 2022, shall be as follows:
  - (a) Tyler L. Kramer – President
  - (b) Mary Jo Kramer – Vice President/Secretary
  - (c) Brian L. Kramer – Treasurer
2. Each of the above officers shall serve in such capacity until their death, resignation, or until such officers have been duly replaced by action of the Board of Directors of the Corporation.
3. This record shall be placed in and become a part of the permanent record files of the Corporation.

It is so agreed by unanimous consent this 23<sup>rd</sup> day of April, 2022.

  
Tyler L. Kramer

  
Mary Jo Kramer

  
Brian L. Kramer

Being all the members of the Board of  
Directors of Metro Ag Waste Injection  
Systems, Inc.



**MetroAg**

550 N. 2nd Street Suite 202  
PO BOX 231  
Breese, IL 62230

618.526.2341

The Office of the City Clerk  
ATTN. Biosolids Disposal Program  
City Hall - 101 Court St.  
JACKSON, MO 63755

[www.metroag.com](http://www.metroag.com)

- 10:00 AM

Enclosed \*