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MARSHALL, MISSOURI 65340-2151

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December 1, 2025

**MARSHALL MUNICIPAL UTILITIES
WELL AND PUMP MAINTENANCE SERVICE
REQUEST FOR PROPOSAL 02-26-WTP**

Marshall Municipal Utilities (MMU) is requesting proposals on treatment of its water supply wells #3, #4, #8, #9, #10 located near the Marshall Water Treatment Plant. In addition, the line-shaft pumps from wells #3 and #8 are to be removed for inspection, maintenance, and any necessary repair. Proposals must be labeled as #02-26-WTP and be received by MMU no later than 1:30 p.m. on January 6, 2026, to receive consideration. Contractors may assume that notice to proceed will be given on or about January 14, 2026.

Treatment:

Contractor is to propose a treatment process or processes that the company is capable of and that would be appropriate for MMU's wells. Traditional chemical treatment and air/gas impulse treatment should both be quoted. The details of each process proposed shall be given along with the contractor's experience in using the process. The procedure for final disinfection of the wells shall be detailed also. Contractor will be given access to records on the wells' construction, performance, and prior maintenance.

Each well treatment shall start with an initial step drawdown pumping test to determine the well's current average specific capacity. At the conclusion of the treatment process, a step drawdown pumping test will be conducted to determine the results of the treatment. Results of each test shall be examined to determine the next treatment operation.

NOTE: Due to the agricultural farmland in the area of the wells, special care shall be taken to avoid drainage problems if the farmer is planting or preparing to plant crops in the area of the wells being treated.

Pump Removal, Disassembly, Inspection, and Reinstallation:

At the contractor's discretion and with MMU's approval, the contractor will remove the vertical turbine line-shaft pump from wells #3 and #8 prior to treatment. The column assembly of each pump shall be inspected in its entirety. From the field inspection, the contractor shall make recommendations as to the necessary repairs or replacement of each column assembly.

The pumps pulled will be replaced with bowl assemblies in MMU's inventory. MMU requires that the contractor submit an itemized list of necessary repairs and parts before it will give authorization to proceed with any repairs. Included in the proposal shall be a list of those items such as, but not limited to, spider inserts, bearings, head ring gaskets, etc., that may be needed for repairs.

Prior to the reinstallation of a pump, the contractor shall bail the well free of all oil and other debris. Used oil shall be placed in containers provided by MMU. MMU will provide for disposal of the used oil.

The contractor shall have 8" x 10' Pota-Pox, or equal, painted (inside and out) column pipe and other replacement accessories available to replace defective column pipe as necessary to reduce well operation downtime.

General Requirements

- The contractor shall inspect and paint as needed the above ground piping and bases of all five wells. MMU will supply the paint to be used.
- The contractor shall coordinate with the water treatment Superintendent on the date to start work. Work should be completed prior to the spring planting season.
- Submissions
 - » The contractor shall provide the names and qualifications of those individuals that will be assigned to this project and shall note that individual designated as the project foreman.
 - » The contractor shall provide references to clients where the proposed treatment(s) has been performed in the past two years.
- Contractor providing proposals must comply with Sections 285.525 through 285.550 RSMO (please refer to the documents provided with this request for quotations).
- Safety and Protection
 - » Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - All employees on the work and other persons and organizations who may be affected thereby;
 - All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.
 - Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph above caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

- » Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents.
 - Contractor shall supply and require the use of personal protection equipment as necessary.
 - Contractor must furnish Owner with appropriate hazard information on all chemicals brought on site, including labels and material safety data sheets.
 - Contractor shall furnish Owner with a copy of the Contractor's safety and health program and Workers' Compensation experience modification rate. This shall be submitted with the Contractor's bid.
- » If, during the course of work, the Contractor observes the existence of asbestos, or asbestos-bearing materials, the Contractor shall immediately stop further work in the area and notify the Owner of the condition. The Owner will determine a further course of action.
- Emergencies:
 - » In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threatened damage, injury or loss.

Any additional information can be obtained by calling Mr. Travis Boss at 660-595-2417.

Return the RFP #02-26-WTP with the information requested below no later than 1:30 p.m., January 6, 2026, to-

Marshall Municipal Utilities
 75 E. Morgan
 Marshall, Missouri 65340

Proposal to treat five (5) wells; to pull, disassemble, inspect, and reassemble two (2) well pumps; and to reinstall two (2) well pumps, lump sum of

\$ _____

Describe proposed treatment:

Quote for unit prices for items that may or may not be needed that are not included in the above lump sum price. List:

List names and qualifications of personnel assigned to this project.

List references for clients where the proposed treatment has been performed in the past two years.

In response to this request, I certify that I have read the above carefully, that I understand them, and that I will perform the work and deliver and furnish the equipment for the sum or sums stated on page 4.

Name of Company

Address of Company

Date

Signature of Authorized
Company Representative

Phone #

e-mail

INSTRUCTIONS TO BIDDERS

General

- A. All terms defined herein are used in conformance with such definitions. All other terms and phrases that have well-known technical or construction industry meanings are used in accordance with those meanings, unless otherwise defined herein or other context clearly indicates a different meaning. This Agreement constitutes the complete and integrated agreement between owner and Contractor and supersedes all prior agreements or understandings, whether written or oral. This Agreement may be amended or modified only by a written document signed by Owner and Contractor.
- B. All work performed by Contractor shall comply in every respect with all applicable laws (including, but not limited to, the Federal Occupational Safety and Health Act, as amended and current) ordinances and regulations of duly constituted authorities in force in the locality in which the work is performed; and if any licenses, permits or bonds are required in connection therewith, the same shall be furnished by Contractor at its own cost and expense.
- C. Contractor shall comply with all provisions of Missouri's Prevailing Wage Law, RSMo Section 290.210 et. Seq. and shall pay prevailing wages in accordance with the applicable Wage Order attached hereto and incorporated herein by reference in the contract documents. (for contracts exceeding \$75,000.)
- D. A license/permit may be required by the city of Marshall by vendors providing services in Marshall. It is the responsibility of the vendor to get this information from the city.
- E. All operations must be planned and carried out in a manner that will minimize interference with the daily operations of the Marshall Municipal Utilities and in conformance with all applicable regulations. Planned operations at the facility must be approved by the department director prior to initiation of any work.
- F. The Bidder must indicate on the proposal form the number of months after the notification of award and start date until completion of the project.

Safety

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all employees on the work and other persons and organizations who may be affected thereby;
 - 2. all the work and materials and equipment to be incorporated therein, whether in storage on or off the site;
 - 3. and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph A.1 or A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of

them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

- B. Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents.
 - 1. Contractor shall supply and require the use of personal protection equipment as necessary.
 - 2. Contractor must furnish Owner with appropriate hazard information on all chemicals brought on site, including labels and material safety data sheets.
 - 3. Contractor shall furnish Owner with a copy of the Contractor's safety and health program and Workers' Compensation experience modification rate. This shall be submitted with the Contractor's bid.
- C. If during the course of work, the Contractor observes the existence of asbestos, or asbestos-bearing materials, the Contractor shall immediately stop further work in the area and notify the Owner of the condition. The Owner will determine a further course of action.

Emergencies

- A. In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threatened damage, injury or loss.

Materials and Services to be Furnished by MMU

- A. MMU will provide storage space on the project site for the Contractor's material, equipment, tools, supplies, etc., during the executing of the work.
- B. Utilities shall be provided to the Contractor as required to support his activities. The Contractor shall provide and make temporary connections to these services as directed by MMU.
- C. MMU will perform all electrical disconnects and de-terminations of the equipment within the work area.

Defined Terms

- A. The term "Bidder" means one who submits a Proposal directly to Owner, as distinct from a sub-bidder who submits a bid to a Bidder. The term Successful Bidder means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Proposal Documents" includes the Request for Proposal, Instructions to Bidders, the Proposal Bid Sheet, and Scope of Work.

Copies of Proposal Documents

- A. Complete sets of Proposal Documents may be obtained from the Business Office, 75 East Morgan, Marshall, Missouri 65340. Complete sets of Proposal Documents must be used in preparing Proposal; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

Qualifications of Bidders

- A. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit within five (5) days of Owner's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for. Each proposal must contain evidence of Bidder's qualification to do business in the State of Missouri or covenant to obtain such qualification prior to award of the Contract.

Examination of Contract Documents and Site

- A. It is the responsibility of each Bidder before submitting a Proposal, to:

1. Examine the Contract Documents thoroughly;
 2. Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work;
 3. Consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work;
 4. Study and carefully correlate Bidder's observations with the Contract Documents; and
 5. Notify General Manager of all conflicts, errors or discrepancies in the Contract Documents.
- B. Before submitting a Proposal, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Proposal for performing and furnishing the work in accordance with the time, price, and other terms and conditions of the Contract Documents.

Award of Contract

- A. Owner reserves the right to reject any and all Proposals, to waive any and all informalities and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional proposals. Also, Owner reserves the right to reject the Proposal of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Proposal is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating Proposals, Owner will consider the qualifications of the Bidders, whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Proposal Form or prior to the Notice of Award.
- C. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time, and if the contract is to be awarded, it will be awarded to the lowest responsive, qualified, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of project and Owner.
- D. If the Contract is to be awarded, Owner anticipates issuing a Notice of Award to the successful Bidder no later than sixty (60) days after the day of the Proposal opening.

Tax Exemption

- A. Purchases of tangible personal property and materials to be incorporated into or consumed in the construction of this project are to be made on a tax-exempt basis. The Owner shall furnish to the Contractor an exemption certificate authorizing such purchases. The project exemption certificate shall include but not be limited to:
1. The exempt entity's name, address, Missouri tax identification number and signature of authorized representative;
 2. The project location, description, and unique identification number;
 3. The date the contract is entered into, which is the earliest date materials may be purchased for the project on a tax-exempt basis;
 4. The estimated project completion date; and
 5. The certificate expiration date.

6. Such certificate is renewable for this project at the option of the Owner, only for the purpose of revising the certificate expiration date as necessary to complete the project.
- B. The Contractor shall furnish the certificate prescribed above to all subcontractors, and any Contractor purchasing materials shall present such certificate to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated into or consumed in the construction of this project and no other on a tax-exempt basis. Such suppliers shall execute to the purchasing Contractor invoices bearing the name of the exempt entity and the project identification number. The purchase of any construction machinery, equipment or tools used in this project are not tax exempt. All invoices for all personal property and materials purchased under the project exemption certificate shall be retained by the purchasing Contractor for a period of five (5) years and shall be subject to audit by the Director of Revenue.
- C. Any excess resalable tangible personal property or materials which were purchased for this project by the Contractor under the project exemption certificate but which were not incorporated into or consumed in the construction of the project, shall either be returned to the supplier for credit, or the appropriate sales or use tax on such excess property or materials shall be reported on a return and paid by the Contractor not later than the due date of the Contractor's Missouri sales or use tax return following the month in which it was determined that the materials were not to be used in the project.
- D. No Contractor or material supplier shall, upon audit, be required to pay tax on tangible personal property and materials incorporated into or consumed in the construction of the project, due to the failure of the exempt entity to revise the certificate expiration date as necessary to complete any work required by the contract. If it is determined that tax is owed on such property and materials due to the failure of the exempt entity to revise such certificate expiration date, the exempt entity shall be liable for the tax owned.

Insurance

- A. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain, at Contractor's sole cost and expense, and shall require all Subcontractors (at any tier) responsible to perform demolition or abatement work to secure and maintain, at their respective sole cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by Marshall Municipal Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of Marshall Municipal Utilities against all hazards, or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by Marshall Municipal Utilities. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with Marshall Municipal Utilities within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

Marshall Municipal Utilities
75 East Morgan Street
Marshall, MO 65340

All such insurance, whether from Contractor or its Subcontractors (other than Workers' Compensation insurance), shall name Contractor, Owner, and all indemnified parties and their respective agents, as

additional insured (this additional insured coverage must be via endorsement and must be included on the Certificates of Insurance provided to Owner by Contractor and its Subcontractors).

The minimum coverages for the insurance referred to herein shall be in accordance with the requirements established below:

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| (A) Workers' Compensation, including election to accept Mesothelioma liability:
Employer's Liability (as per R.S.Mo. 287.010 et seq) | Statutory
Unlimited |
| (B) Liability Insurance, Including Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage and Independent Contractors; Such Coverage Shall Apply to Bodily Injury and Property With a Combined Single Limit of: | \$1,000,000 |
| (C) Automobile Liability Insurance Covering Bodily Injury and Property Damage for Owned, Non-owned and Hired Vehicles With a Combined Single Limit of: | \$1,000,000 |
| (D) Pollution Liability for Asbestos, Specifically Covering All Liability, Hazards and Risk Arising from the Removal, Handling, and Transportation of Asbestos By Contractor. Policies, Forms and Endorsements Shall Specifically Include Such Required Insurance Or Eliminate All Exclusions for Pollution Liability for Asbestos from Contractor's General Liability Insurance, thereby Providing the Intended Pollution Liability for Asbestos: | \$1,000,000 |

Contractor shall require any and all subcontractors with whom he enters into a contract to perform work on this Project, to protect, through insurance, against applicable hazards or risks and shall, upon request of Marshall Municipal Utilities, provide evidence of such insurance.

Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold Marshall Municipal Utilities harmless therefrom.

- B. All policies of liability insurance required under the terms of Section A above shall be on an "occurrence" form, covering the full period when all work required under the agreement is to be provided. "Claim Made" liability policy forms are not permitted without the prior and express written approval of Owner. All insurance shall be on a primary and non-contributory basis. All policies of insurance required under the terms of Section A above shall contain a waiver of subrogation rights against the Owner, its insurers and officers, directors, employees, agents and representatives.

Labor Related Regulations

- A. Whenever unemployment in Missouri exceeds five percent (5%) during a two (2) consecutive calendar month period, the Contractor shall employ only Missouri laborers or laborers from nonrestrictive states on the project and every subcontract let by such Contractor shall contain a provision requiring that labor from Missouri or from nonrestrictive states be used. However, it is not required that Missouri laborers or laborers from nonrestrictive states be used if they are not available or if they are incapable of performing the particular type of work involved, provided there is a certification of such facts by the Contractor and approved by MMU. *Laborers from nonrestrictive states* is defined as persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working nonpublic works projects in that

state, as determined by the Labor and Industrial Relations Commission. Also, this requirement for Missouri laborers from nonrestrictive states does not apply to regularly employed nonresident executive, supervisory or technical personnel of the Contractor. Further, these requirements do not apply whenever they are in conflict with any federal regulations.

- B. Missouri Prevailing Wage Law (Chapter 290.210 – 290.340, RSMo) (for projects exceeding \$75,000; exclusive of maintenance)
1. The Missouri Prevailing Wage law requires that all workers employed on public works be paid the proper prevailing wage rate. Prevailing wage rates are determined by actual hours worked, for a particular occupation title (classification/trade), in each individual county throughout the state. Minimum wage rates for this project are subject to the prevailing wage rate for Saline County, Missouri, as determined by the Industrial Commission of Missouri.
 2. Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract. The wage rates are set forth in the contract documents and are to be considered as a part of this project and Request for Proposal.
 3. The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any subcontractor.
 2. At the completion of the project, the Contractor and all subcontractors must complete and submit to Owner an Affidavit of Compliance form in respect to the Prevailing Wage Law before a final payment of the Contract.

C. RSMO 285.525 through 285.555

1. Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g., Saline County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

2. In order to comply with Sections 285.525 through 285.555 RSMO, the City of Marshall, Board of Public Works, requires the following Proposal and Contract documents:
 - a. **Affidavit for Service Contracts over \$5,000 (US)** — Effective 1/1/2009, Company shall comply with the provisions of Section 285.525 through 285.555 RSMO. Contract award is contingent on Company providing an acceptable notarized affidavit stating:
 - (1) That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - (2) That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

- a. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).

The City of Marshall, Board of Public Works, encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm or by calling 888/464-4218.

D. RSMO 292.675

1. Effective August 28, 2009, and pursuant to the State of Missouri's RSMO 292.675, contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.
2. In order to comply with Section 292.675 RSMO, the City of Marshall, Board of Public Works, requires the following bid and contract documents:
 - a. **Affidavit for any Public Works Project Contract** — Effective 8/28/09, Company shall comply with the provisions of Section 292.675 RSMO. Within 60 days of issuance of Notice to Proceed, Company shall provide an acceptable notarized affidavit stating that Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Payment

- A. The Contract Sum includes the amount of all applicable Federal, State or local taxes (including sales, consumer, use and similar taxes, and taxes on the wages of Contractor's employees), permits and approvals, and the cost of all labor and supervision necessary to perform the work as required herein. Contractor shall be solely responsible to pay any taxes measured by the wages of its employees as required by applicable law, and shall indemnify and hold Owner harmless on account of any such taxes assessed against Owner under authority of said law.
- B. Periodic payments for the performance of contractor's work shall be made monthly. Each monthly payment application shall request payment only for work then performed by Contractor, materials then installed by Contractor as part of its work on the project (unless otherwise agreed by Owner), and work completed as of the date of the payment application and authorized by a written change order signed by Owner. Each monthly payment application shall (i) itemize the work as directed by Owner, (ii) assign a completed percentage for each item of the work included, and (iii) indicate the total amount previously invoiced by Contractor through the date of the current request for payment. Provided the payment application is in proper form, contains all required supporting documentation and is received by Owner within the time required by this paragraph, and except to the extent Owner takes exception to the payment application, Owner shall make payment to Contractor of the approved amounts requested in the payment application minus retainage of ten percent (10%) within thirty (30) days after receipt of the application.
- C. "Final Payment" shall not be due and owing to Contractor until (30) thirty days after completion of all of the work and submission to the Owner, of the following: (1) executed releases (effective upon receipt of Final

Payment) signed by Contractor and all Subcontractors who may be entitled to a claim against the Owner or the project discharging and waiving all claims, damages, causes of actions, and/or suits against the Owner or the Owner's property relating to the project, the work, or the agreement, effective upon receipt of the Final Payment; (2) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; and (3) if required by Owner, such other documents or data establishing payment or satisfaction of Contractor's obligations hereunder, consent of surety or evidence of continuation of required insurance, to the extent and in such form as may be designated by the Owner.

- D. Owner shall have the right to charge back against Contractor, and to deduct from any payments due Contractor pursuant to the agreement, all amounts incurred by Owner as a result of any failure by Contractor to comply with the terms of the agreement or as a result of any negligence or unsatisfactory work by Contractor or its Subcontractors, including but not limited to all costs incurred by Owner to correct defective or non-conforming work, all amounts paid by owner to any subcontractor or supplier as a result of Contractor's failure to make payment to such person or entity. No payment made by Owner pursuant to this Agreement, including final payment, nor any partial or entire use or occupancy of the work by Owner shall be considered as, or deemed to imply, acceptance of any such work.

Contact Information: Travis Boss, 660-886-6966, Ext. 1400

Proposals are due by 1:30 p.m., January 6, 2026.

**Regarding Sections 285.525 through 285.550, Effective January 1, 2009
and Section 292.675 RSMo, Effective August 28, 2009**

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g., Saline County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMo 285.530 (2)]

RSMo 285.530 pertains to all solicitations for services over \$5,000. RSMo 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMo 285.530 applies if the services portion of the solicitation is over \$5,000.

Effective August 28, 2009, and pursuant to the State of Missouri's RSMo 292.675, contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

In order to comply with Sections 285.525 through 285.550 and 292.675 RSMo, the City of Marshall, Board of Public Works, requires the following bid and contract documents:

1. **Affidavit for Service Contracts over \$5,000 (US)** — Effective 1/1/2009, Company shall comply with the provisions of Section 285.525 through 285.550 RSMo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:
 - a. That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
2. **Affidavit for any Public Works Project Contract** — Effective 8/28/09, Company shall comply with the provisions of Section 292.675 RSMo. Within 60 days of issuance of Notice to proceed, Company shall provide an acceptable notarized affidavit stating that Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.
3. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU). *See attached sample*

The City of Marshall, Board of Public Works, encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

If you have any questions, please contact MMU's Administrative Services Department at 660-886-6966.

**Affidavit of Compliance with Section 285.500, RSMo, et seq.
For All Agreements Providing Services in Excess of \$5,000
Effective January 1, 2009**

STATE OF _____)
) ss.
COUNT OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ (*name*) who is _____ (*title*) of _____ (*name of company*), a (*circle one*) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo, et seq.

Documentation of participating in a federal work authorization program is attached to this affidavit.

Signature

Print Name

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

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security – Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

**Affidavit of Compliance with Section 292.675 RSMo, Et Seq.
For any Public Works Project Contract
Effective August 28, 2009**

STATE OF _____)
) ss.
COUNT OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ (*name*) who is _____ (*title*) of _____ (*name of company*), a (*circle one*) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) That said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 292.675 RSMo, et seq.

Signature

Print Name

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

Notary Public

My commission expires: _____