BRENTWOOD®

August 29, 2024

Subject: Turkey Creek WWTP Bid
Trickling Filter Media
Joplin, MO

Attn: To Whom it may concern

Brentwood is pleased to provide the following proposal in accordance with the bid documents. As requested, the bid documents have been completed and signed by the appropriate parties. Please note that below are Brentwood's clarifications to the bid documents provided.

1. 00 45 13 -1, Attach Certificate of Authority to do Business in Missouri
   As solely an equipment supplier, Brentwood does not have this certificate. A certificate for Pennsylvania has been submitted. We regularly sell equipment and supply projects within the State of Missouri.

2. 00 52 00 – Agreement Between Owner and Contractor, Section 1 Manner and Time for Completion
   Brentwood requests the word "labor" be struck. Brentwood will furnish field service for installation oversight per the specification 46 53 24, but will not provide any installation labor.

3. 00 52 00 – Agreement Between Owner and Contractor, Section 2 Prevailing Wage
   Brentwood requests this be struck in its entirety. As solely an equipment supplier prevailing wage requirements do not apply to Brentwood.

4. 00 52 00 – Agreement Between Owner and Contractor, Section 3 Insurance Requirements Sub-Section d. Owner's and Contractor's Protective Liability Insurance
   Brentwood requests this be struck in its entirety. As solely an equipment supplier Brentwood will not be providing this insurance.

5. 00 52 00 – Agreement Between Owner and Contractor, Section 3 Insurance Requirements Sub-Section e. Builder's Risk Insurance
   Brentwood requests this be struck in its entirety. As solely an equipment supplier Brentwood will not be providing this insurance.

6. 00 52 00 -- Agreement Between Owner and Contractor, Section 13 Liability and Indemnity Sub-Section d
   Brentwood requests "where claim is attributable to Contractor fault" be added at the end of the paragraph.

7. 00 52 00 – Agreement Between Owner and Contractor, Section 13 Liability and Indemnity Sub-Section g,
   Brentwood requests "attributable to Contractor fault" be added at the end of the paragraph.

8. 00 61 13.13 –Performance Bond
   Performance Bond, will be at a later date, per the bid instructions.

9. 00 61 13.16 – Payment Bond
   Payment Bond, will be at a later date, per the bid instructions.

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10. 00 65 13 – Certificate of Compliance
    As solely an equipment supplier this does not apply to Brentwood.

11. 00 65 19.13 – Affidavit of Payment of Debts
    As solely an equipment supplier this does not apply to Brentwood.

12. 00 65 19.16 – Affidavit of Release of Liens
    Will be provided at a later date.

If you have any questions, please contact the below. We look forward to the opportunity to work with you on this project.

Regards,

Charles Greeson
Regional Sales Manager
Brentwood Industries
PH: +1 610-347-8557 (Direct)
charles.greeson@brentwoodindustries.com

BID PROPOSAL #WG07481



Brentwood Trickling Filter Proposal

TURKEY CREEK WWTP

JOPLIN, MO

USA

8/29/2024

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BRENTWOOD INDUSTRIES, INC.
500 Spring Ridge Drive
Reading, PA 19610 USA
+1.610.374.5109

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

Attention: City of Joplin, MO
Bid Date: 9/3/2022

FIRM PROPOSAL

Brentwood Industries, Inc proposes to supply all materials and services as an APPROVED manufacturer and in general accordance with the following plans and specifications, subject to the terms and conditions stated herein.

SPECIFICATION SECTION(S):	**46 53 24**
ADDENDA RECEIVED:	**N/A**

BRENTWOOD PROPOSES TO FURNISH TRICKLING FILTER EQUIPMENT AS FOLLOWS:

Number of Filters: 4
Filter Dimensions: 73.5 ft Diameter
28ft Media depth
Total Media
Volume (ft3) 485,898

ITEMS INCLUDED:

MEDIA SUPPORT SYSTEM

Pultruded fiberglass (FRP) media support Grating - 50% Coverage

MEDIA MODULES (PVC)

Media type: Mixed Media VF3400 / CFS3000

Standard PVC Media Modules with minimum surface area of 27-31-ft2/ft3 and minimum void ratio of 95%. Modules are 1'or 2' (H) x 2' (W) x 4' or 6' (L) meeting 1.0% deflection standard required by Specification.

PROTECTIVE SURFACE GRATING

AccuGrid 24" X 24" X 1.25" polypropylene interlocking protective surface grating panels covering 100% filter surface area.

TESTING & ADDITIONAL SERVICES

Module Compression Tests per specification performed in Brentwood's in-House Lab

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

SCOPE OF SUPPLY NOTES

1) Volume of media delivered will have a wastage factor for cutting
2) Media modules will require field trimming, by others.
3) AccuGrid protective surface grating will require field trimming, by others.
4) FRP Support Grating will require field cutting by others.

CLARIFICATIONS OR EXCEPTIONS TO SPECIFICATIONS:

1) The dimensions, grades, elevations, locations and field measurements or any drawings or specifications issued to Brentwood Industries, Inc. for the purpose of bidding and/or parts design are to be verified by others. All responsibility for field measurements and for verifying the accuracy of all grades, elevations, dimensions, locations, and field measurements are to be performed by others. Any errors due caused by failure to verify all such grades, elevations, dimensions, locations or field measurements shall be promptly rectified by others. This would include price change orders for additional design time, additional material or any other costs associated with the error to Brentwood Industries Inc.



BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

ITEMS SPECIFICALLY NOT INCLUDED AND GENERAL EXCLUSIONS:

(unless amended herein the following are excluded from our scope of supply).

1) Successful contractor shall be responsible for field verification of all dimensions.
2) Foundations and/or concrete modifications to accept Brentwood equipment.
3) Bid, performance, supply or maintenance bonds.
4) Installation of equipment, anchorage, concrete, sealing compounds, anti-seize, shim stock or grout.
5) Spare parts, unless listed elsewhere in this proposal.
6) Unloading, hauling, erection, weather protection or storage of equipment.
7) Removal and disposal of old equipment or excess material or packaging.
8) ,Any component shown or described on a drawing and not shown in the components included section of this proposal, or any component or service not shown in this proposal.
9) Field trimming, cutting or other modifications required to properly install the equipment.
10) Anchors to secure AccuPier or FRP Pultruded Grating to floor or existing concrete supports

SUBMITTALS:

Shop drawing and submittal preparation in accordance with specification or customer requirements.

OPERATION & MAINTENANCE MANUALS:

Unless otherwise specified, one (1) electronic copy, in Adobe PDF format, of our O&M manual, including the installation & layout drawings, can be downloaded via email or Brentwood's FTP site.

FIELD SERVICE:

The services of a qualified Brentwood field technician are included to assist in the inspection of installed equipment, startup and field testing, certification, and operator training, if required by specification.

Duration is limited to 4 trip(s), $3630/trip, for a total of 6 man-day(s), $2420/man-day.

If the Distribution arm and Controls are provided, Field Service will also include individuals qualified for commissioning of distribution arm and controls. Commissioning of controls and distribution arm may occur at a later date and is included in the pricing unless otherwise specified in the clarifications.

Additional field services can be provided at the per diem rate, as listed within the rate sheet. Non-use of contractual field service days does not generate a credit on this project. Field service requires a minimum 2 week notice and is based on technician availability. Less notice may be accommodated with additional costs.

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

TIME AND DELIVERY:

1) Brentwood will furnish initial submittal drawings approximately 6-8 weeks from receipt of a fully executed purchase order and all required structural information including field measurements.
2) Estimated Review: Brentwood assumes a 2 week review and approval period by the consulting engineer.
3) Brentwood will furnish the equipment approximately 20-22 weeks after receipt of final submittal approval or Buyers written release to manufacture for the first filter and 16-18 weeks from release to manufacture for subsequent filters. Or upon a mutually agreed schedule. Buyer assumes all responsibility for material released prior to receipt of returned approved submittal drawings.

FREIGHT:

Freight allowed (best way) to job site. Shipment of media modules will be by common carrier, closed trucks, to minimize damage. All other components will be by flat bed or closed truck , as applicable. It is estimated that approximately Qty (38) 53' Trucks are required per Filter. Seller is not responsible for delays by the carrier. Modules will be palletized on wooden skids to facilitate handling. Disposal of packaging is the sole responsibility of the buyer. Requests for specific methods of shipment will be at the requestors' expense.

SCHEDULE OF VALUES & PAYMENT TERMS:

1) 15% with shop drawing and submittal transmission;
   35% with approved submittals and/or release to manufacture;
   50% on material shipment.
   All payments are 100%, net 30 days from invoice date. Payment terms are subject to credit approval.
2) Terms are not contingent upon nor in conjunction with any agreement purchaser has with other parties.
3) Visit www.brentwoodindustries.com/terms for Brentwood's Water & Wastewater Standard Terms and Conditions of Sale, which are included for reference.

100%, see proposal WG07481

VALIDITY:

This proposal is valid for a period not to exceed 60 days from latest date shown, with project pricing based upon the above shipment schedule. Extensions to delivery timelines may require renegotiation of pricing.

ESCALATION:

Price(s) quoted are subject to adjustment to reflect changes in raw material and/or freight cost(s), should they exceed 3% from the time of quote to the time of delivery. Changes are based on price indexes proved by ChemDataPVC and/or material vendor letter(s), which can be provided upon request. It is understood that it will be Brentwood's option whether to invoke escalation, should the cost(s) exceed this amount.

WARRANTY:

Brentwood warrants its materials to be free of defects in materials or workmanship for a period of sixty month from substantial completion or sixty-six months from date of shipment, whichever shall occur first. Warranty excludes all labor and equipment rental needed to remove and install parts.

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

BILL AND HOLD:

If Purchaser fails to take delivery on any scheduled delivery date based on the terms of the executed purchase Agreement, Brentwood reserves the right to reallocate any Product to other projects and reschedule production for the delayed Product. Purchaser will be required to accept any increase in price associated with the repurchase of material to fulfill the purchased Product requirements and the Product Delivery Date will be rescheduled in conjunction with current production schedules.

If the Purchaser requests that Brentwood holds Product in excess of an agreed upon delivery date and Brentwood agrees to hold the Product, Purchaser will provide written notification to Brentwood to store the Product at its facilities for a period of time prior to shipment ("Bill and Hold"). Brentwood will provide written confirmation of the Bill and Hold to Purchaser, including a Statement of Transfer of Title and invoice.

Payment for the Bill and Hold material is due in accordance with the agreed upon terms in the executed purchase Agreement except to the extent dates must be adjusted due to delivery rescheduling, in which case adjusted dates will be shown on the invoice. All payments will be made in accordance with the invoiced payment terms and instructions.

For all Bill and Holds, Purchaser acknowledges that:

(i) They have made a fixed commitment to purchase the Product.
(ii) Risk of ownership for the Product passes to Purchaser upon signing Statement of Transfer.
(iii) Purchaser has requested that the Product be on a Bill and Hold basis for legitimate business purposes.
(iv) If no delivery date is determined at the time of invoicing and Statement of Transfer and Brentwood does not receive a request for delivery within two (2) months from the Bill and Hold invoice date, Brentwood has the right to release the shipment upon written notice to Purchaser any time following the two (2) month period from Bill and Hold invoice date.

BID PROPOSAL #WG07481 **TURKEY CREEK WWTP - JOPLIN, MO**

MANUFACTURER'S REPRESENTATIVE:
Please direct all questions regarding this proposal to:

Contact: Ty Cooper

Company: JCI Industries, Inc.

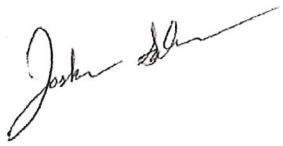
Address: 1161 SE Hamblen Road
Lee's SummitMO 64081
USA

Phone Number: 816.260.8742

Email: tcooper@jciind.com

PRICING SUMMARY:
SEE BID FORM

Proposal Submitted by:





Joshua Sablan, Staff Engineer

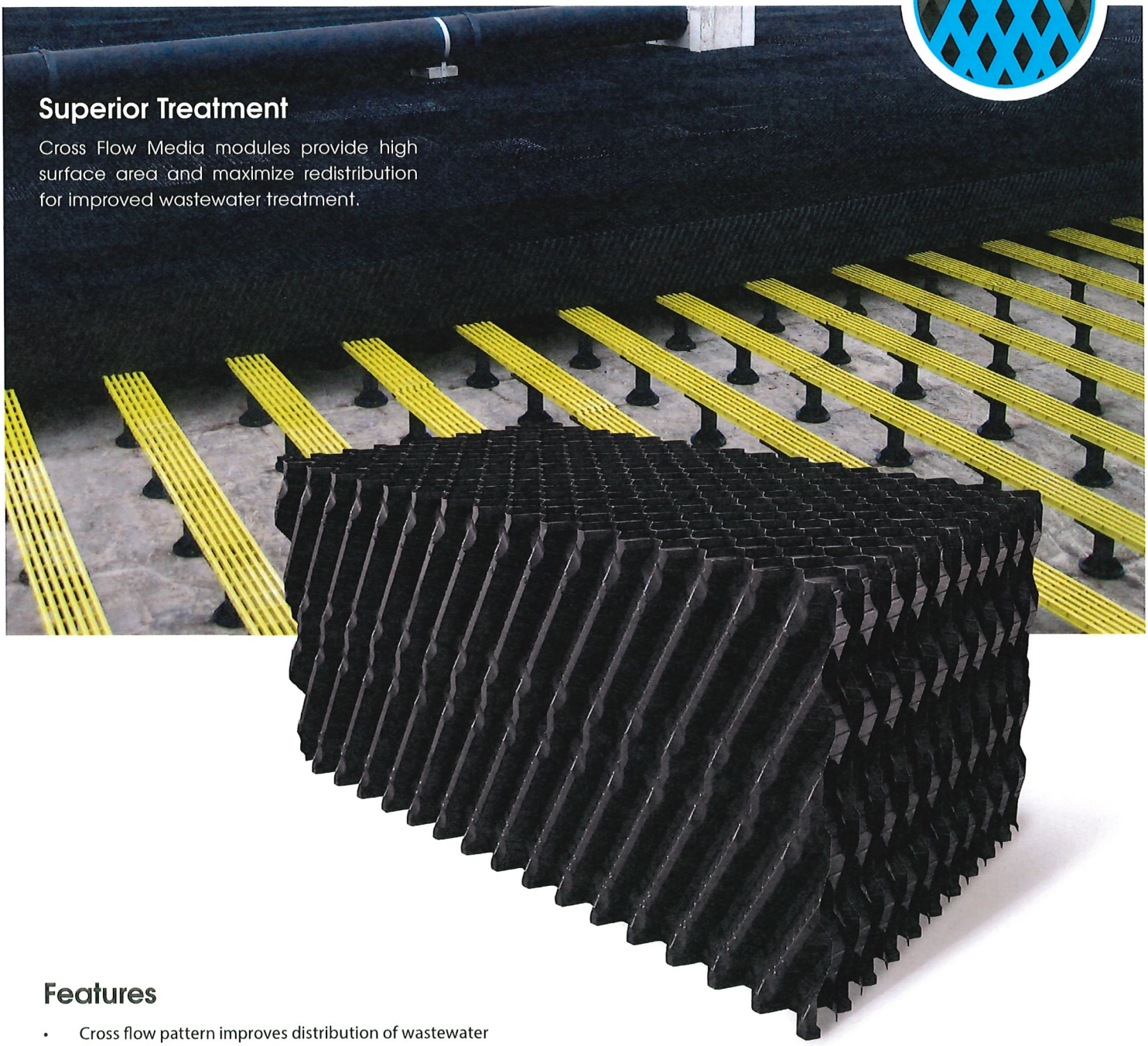
Joshua.Sablan@brentwoodindustries.com
Brentwood Industries

Clint McCorkle, Senior Vice President

LIST ATTACHMENTS
1 - CFS3000 CUT SHEET
2 - VF3400 CUT SHEET
3 - ACCUGRID CUT SHEET
4 - FS RATES
5 - TERMS AND CONDITIONS

CROSS FLOW MEDIA





Superior Treatment

Cross Flow Media modules provide high surface area and maximize redistribution for improved wastewater treatment.

Features

- Cross flow pattern improves distribution of wastewater through the filter media.
- Unique mixing points promote high oxygen transfer.
- Variety of flute sizes available to accommodate varying process requirements.
- Media types suited for nitrification and aerobic carbonaceous BOD removal filters.

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Cross Flow Media

Brentwood's cross flow media provides a cost-effective method for reduction of organics (roughing and polishing) and nitrification of municipal and industrial wastewater. The media modules are fabricated from rigid, non-flammable PVC sheets, which are UV-protected and resistant to rot, fungi, bacteria, acids, and alkalis commonly present in municipal wastewater. Each sheet in a module is assembled in a cross-corrugated pattern with adjacent sheets, creating a minimum 95% void-to-volume ratio. This configuration provides continuous and uniform horizontal distribution of air and water throughout the full media depth.

VARIED APPLICATIONS

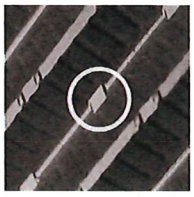
Cross Flow Media modules can be used for both circular and rectangular tank configurations and as part of the following applications:

- New construction or retrofit (replacement of existing media) projects for trickling filters, bio-towers, and nitrification towers.
- Replacement for rock, wood, or random media trickling filters.

Advantages

MEDIA STRENGTH & TESTING

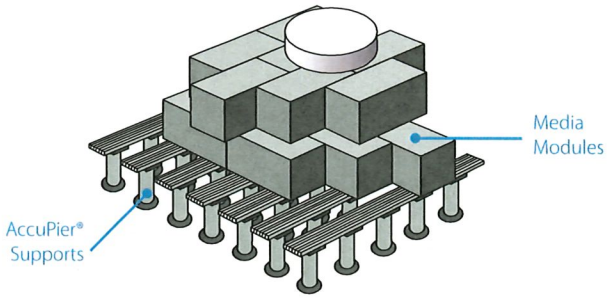
Brentwood performs compression testing to ensure the structural integrity of all media types. The industry-standard test procedure uses four modules in two layers, placed at right angles to each other in a hydraulic test apparatus. The module deflection is measured as a function of the load applied and should not exceed 1 percent at the design load. Brentwood supplies media to a stringent 1 percent deflection criterion, which has allowed us to maintain a record of zero structural product failures over our 25-year history.



DEDICATED BOND JOINTS

Thermoformed PVC sheets are solvent bonded using our dedicated glue joints to create rigid, self-supporting media modules. These bonding points ensure accurate assembly for maximum module strength.

TOWER CONFIGURATION



Cross Flow Media Product Details

PRODUCT	SURFACE AREA	MIXING POINTS	TYPICAL APPLICATIONS
CFS-3000	31 ft^2/ft^3 (102 m^2/m^3)	180/ft^3 (6,356/m^3)	Trickling filters: BOD roughing; BOD removal; Combined BOD removal and nitrification
CF-1900	48 ft^2/ft^3 (157 m^2/m^3)	720/ft^3 (25,424/m^3)	Trickling filters: Shallow filter BOD removal; Ammonium roughing; Complete nitrification
CF-1200	69 ft^2/ft^3 (226 m^2/m^3)	2,457/ft^3 (86,758/m^3)	Trickling filters: Tertiary nitrification; Aquarium oxygenation and nitrification; specialized applications
CF-650	119 ft^2/ft^3 (390 m^2/m^3)	6,864/ft^3 (242,300/m^3)	Odor control, aquaculture, and other unique applications

Why Brentwood?

Brentwood has the ability to provide products and solutions that offer safe and effective biological treatment, while also addressing your most complex environmental, cost, and treatment concerns. Brentwood's process knowledge, innovative design, manufacturing standards, and product testing yield field-proven systems of the highest quality, recognized worldwide for superior performance and long-lasting service.

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VERTICAL FLOW MEDIA



Unique Flow Pattern

Vertical Flow Media modules provide anti-fouling advantages through a unique flow pattern for improved wastewater treatment.

Features

- Mid-module splash slope distributes wastewater onto biofilm, ensuring improved process performance.
- Media types suited for anaerobic wastewater digestion and high BOD concentrations roughing filters.
- Unique flow pattern improves biofilm sloughing and reduces plugging potential.
- Variety of flute sizes available to accommodate varying process requirements and carbonaceous loadings.

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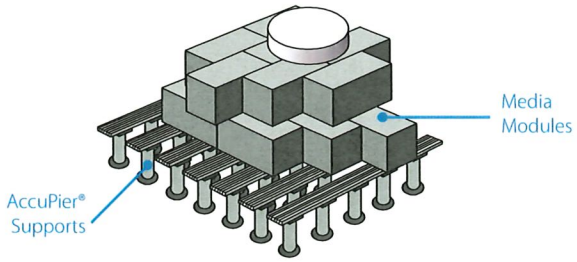
Vertical Flow Media

Brentwood's Vertical Flow Media modules are designed to provide anti-fouling characteristics for bio-degradation of municipal and industrial wastewaters. They are used either in roughing trickling filters to reduce energy consumption for BOD treatment, or in anaerobic digesters to reduce reactor size and recover energy. The modules are fabricated from rigid, non-flammable PVC sheets, which are UV-protected and resistant to rot, fungi, bacteria, acids, and alkalis commonly present in municipal wastewater.

SUPERIOR SOLIDS FLUSHING

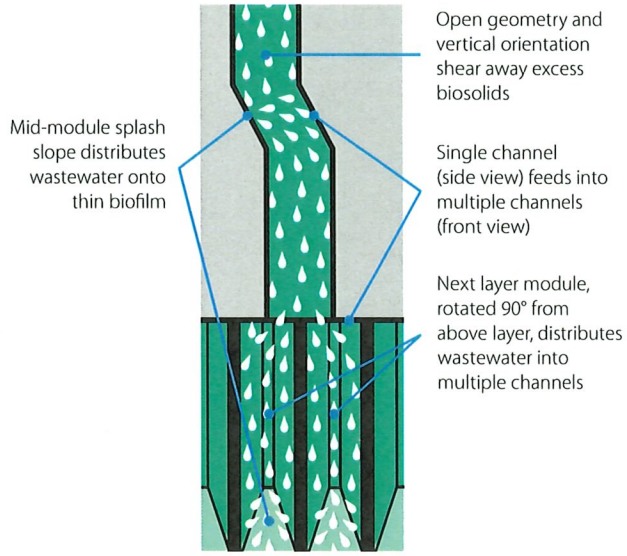
The open geometry and vertical orientation of vertical flow media are designed to shear away excess biosolids, thereby reducing the potential for plugging. Without sharp angles or pockets where excess biomass might accumulate, a thinner biofilm is retained, minimizing loss of effective surface area.

TOWER CONFIGURATION



ENHANCED STRUCTURAL INTEGRITY

Each vertical flow sheet is a combination of flat and corrugated segments, improving the structural integrity of the assembled modules. Brentwood's dedicated glue joints ensure a precise and complete solvent bonding of the sheets for a uniform and homogenous module with superior structural strength. This higher material content per unit of surface area further enhances the module's structural integrity.



Vertical Flow Media Product Details

PRODUCT	SURFACE AREA	TYPICAL APPLICATIONS
VF-5000	30 ft^2/ft^3 (98 m^2/m^3)	Aerobic BOD roughing filters and anaerobic submerged reactors for high-strength wastewater treatment
VF-3800	42 ft^2/ft^3 (131 m^2/m^3)	Submerged fixed-film/IFAS systems; submerged anoxic systems
VF-3400	27 ft^2/ft^3 (89 m^2/m^3)	Aerobic BOD roughing filters and anaerobic submerged reactors for high to very high strength wastewater treatment
VF-3000	60 ft^2/ft^3 (197 m^2/m^3)	Submerged aerobic fixed-film/IFAS systems; submerged anoxic systems
VF-1900	96 ft^2/ft^3 (315 m^2/m^3)	Submerged aerobic nitrification fixed-film systems

Why Brentwood?

Brentwood has the ability to provide products and solutions that offer safe and effective biological treatment, while also addressing your most complex environmental, cost, and treatment concerns. Brentwood's process knowledge, innovative design, manufacturing standards, and product testing yield field-proven systems of the highest quality, recognized worldwide for superior performance and long-lasting service.

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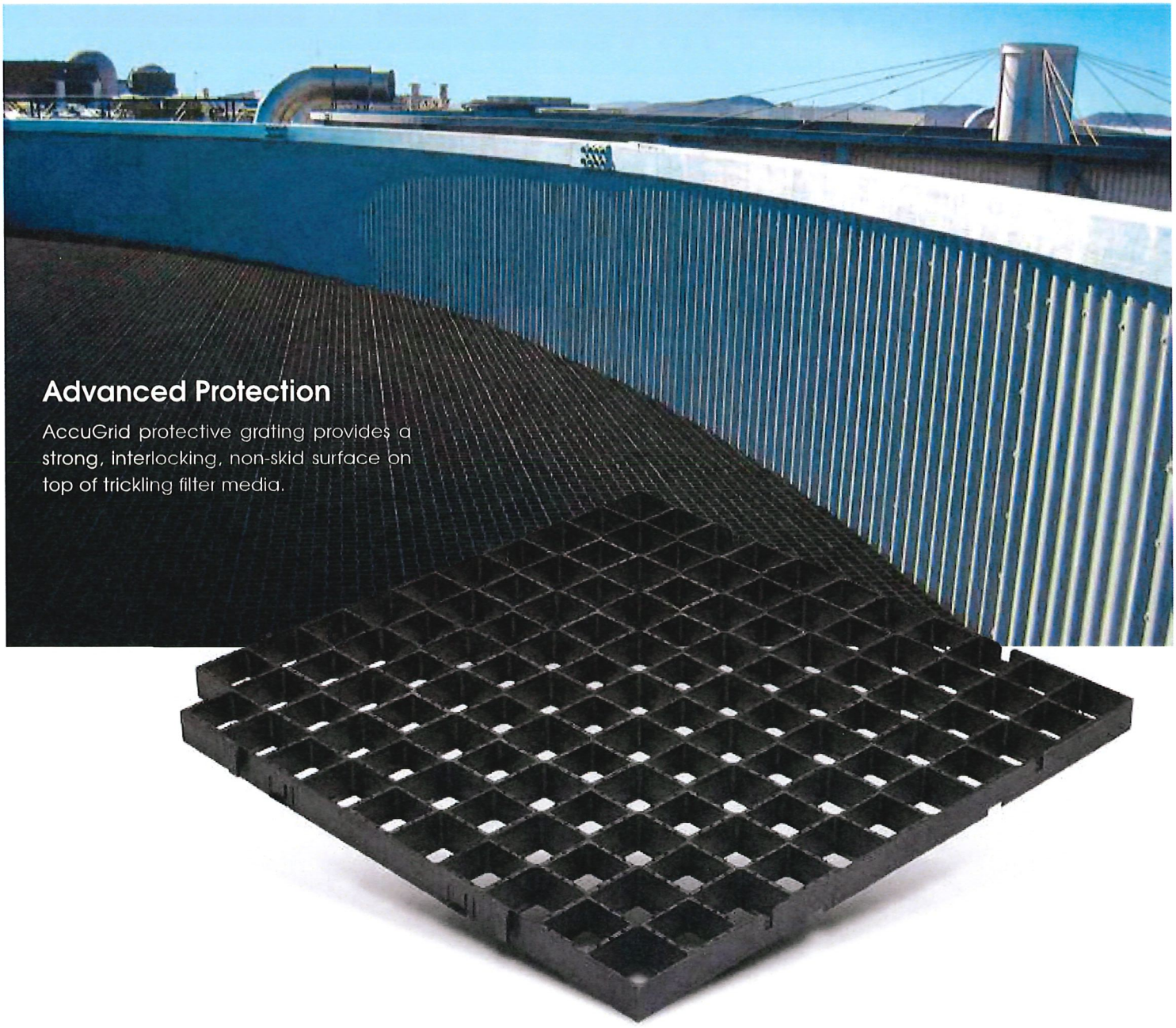
ACCUGRID® BIO-GRATING



Advanced Protection

AccuGrid protective grating provides a strong, interlocking, non-skid surface on top of trickling filter media.

Features

- Non-skid surface provides safe operator access.
- Interlocking panels ensure that protective layer remains flat in place, covering the entire media surface.
- Durable grid pattern minimizes hydraulic impact on media.
- Self-locking tabs ensure consistent, easy assembly.
- UV-stabilized to inhibit degradation of the grating and to protect the underlying modules from extended sun exposure.

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AccuGrid® Bio-Grating

AccuGrid's interlocking panels protect underlying trickling filter media from surface loading, hydraulic impact, and UV degradation. It can be used in rectangular or circular tank configurations and for both retrofit and new construction projects.

EASY INSTALLATION

AccuGrid's innovative design uses one-piece construction of molded-in, self-guiding connections to join the panels. Panels can be cut to size to fit any configuration and do not require edge sealing or any additional hardware, reducing installation time and labor.

STRENGTH

The AccuGrid panels are molded of corrosion-resistant polypropylene for superior strength, maximizing service life for the grating and the media. Additionally, they are capable of supporting foot traffic and provide convenient service walkways.

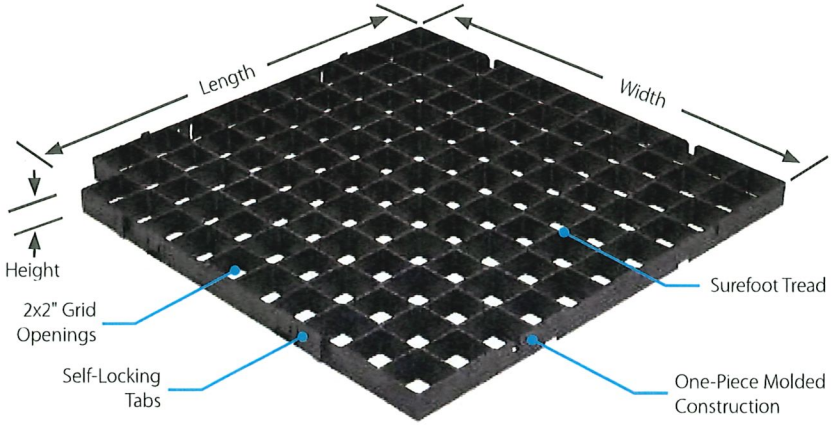


Advantages

- **Cost-effective** alternative to other walkway systems that covers the entire media surface for complete access to the distribution system.
- **Improved safety** by eliminating trip hazards through a surefoot tread design and locking tabs that maintain panel alignment.

AccuGrid Product Details

Length	24 in (610 mm)
Width	24 in (610 mm)
Height	1.25 in (31 mm)
Grid Openings	2 in x 2 in (50 mm x 50 mm)
Color	Black
Material	Polypropylene
Specific Gravity	0.91
Application	Non-Submerged



Why Brentwood?

Brentwood has the ability to provide you with products and solutions that offer safe and effective biological treatment, while also addressing your most complex environmental, cost, and treatment concerns. Brentwood's innovative design, manufacturing standards, and product testing yield field-proven systems of the highest quality, recognized worldwide for superior performance and long-lasting service.

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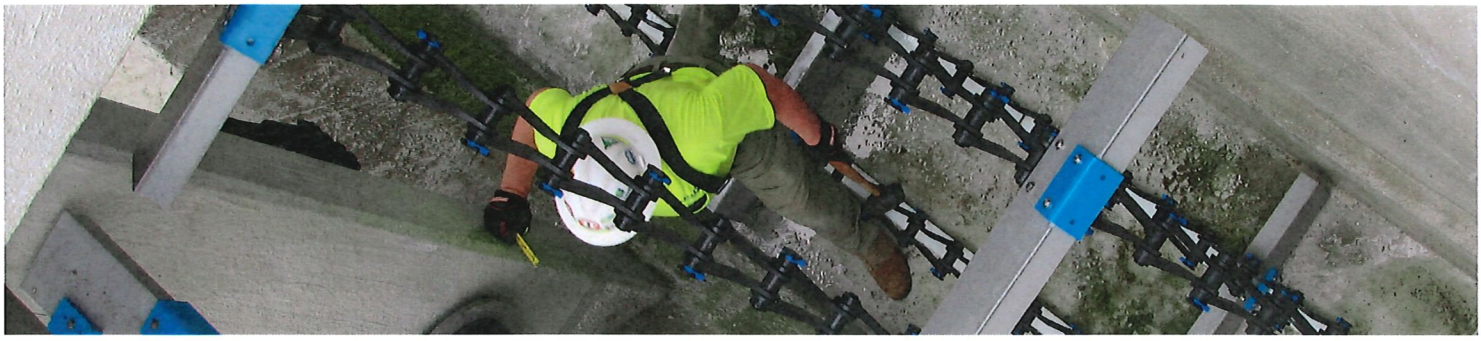
FIELD SERVICE RATES

EFFECTIVE
2022 - 2025



Domestic Daily Rates per 8 Hour Day

SERVICE SPECIALIST	2022	2023	2024	2025
Straight Time	$1,890.00	$2,003.00	$2,123.00	$2,250.00
OT and Saturday	$2,827.00	$2,996.00	$3,175.00	$3,365.00
Sunday and Holiday	$3,780.00	$4,006.00	$4,246.00	$4,500.00

International Daily Rates per 8 Hour Day

SERVICE SPECIALIST	2022	2023	2024	2025
Straight Time	$2,268.00	$2,404.00	$2,548.00	$2,701.00
OT and Saturday	$3,402.00	$3,606.00	$3,822.00	$4,051.00
Sunday and Holiday	$4,538.00	$4,810.00	$5,099.00	$5,404.00

Definition of Labor Rates

Straight time applies to first eight (8) hours worked and traveled Monday through Friday. Any time worked over 8 hours, up to four (4) hours worked and traveled past eight (8) on Monday through Friday, first twelve (12) hours worked on Saturday will be charged at overtime rate. Standby time will be charged at the applicable rate. In case of long-term assignments, Field Service personnel will be rotated at Buyer's expense.

Expenses

Meals, lodging, and incidental expenses will be billed at cost + 15%. Employee travel expenses will be charged at cost +15% for airfare, rental vehicles, taxis and freight. Mileage rate is $0.95 per mile. Rental of lifting or other special equipment, outside inspection services, additional sub contracted services, etc. will be cost +15%.

Notes:

1. This rate sheet supersedes all previously issued rate sheets.
2. All prices in US dollars.
3. Any "site-specific" training required will be billed as time worked.
4. Customer to furnish water, oils, solvents and will dispose of same. Customer will also furnish power and air, parts, ladders, access to job-site, overhead crane upon request, and all necessary work permits.
5. Rates are "Portal-to-Portal". Travel time, to and from the site, will be considered hours worked and billed at the applicable rate.
6. Stand-by time will be considered hours worked and billed at the applicable rates according to the following:
   a. Stand-by from home base – 8 hours per day.
   b. Stand-by while mobilized and in the field – 8 hours per day.
7. A 4-hour minimum will apply to all service work.
8. Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
9. This offer is subject to Buyer's acceptance of the Conditions above.
10. This offer and any work performed as a result are exclusively governed by our Terms and Conditions attached. Any additional or conflicting terms contained in any document or purchase order issued authorizing work are expressly objected to in advance and shall not apply, except with the express written consent from Brentwood Industries.

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Brentwood Water Group (Water & Wastewater) Standard Terms and Conditions of Sale

Applicability and Acceptance
These terms and conditions of sale ("Terms) are the only terms which govern the sale of product ("Product") by Brentwood Industries, Inc. ("Brentwood") to Purchaser ("Purchaser"). Brentwood and Purchaser together are the "Parties" and each a "Party" herein. Brentwood's accompanying quotation or proposal (collectively "Proposal") and these Terms (collectively this "Agreement"), comprise the entire agreement between the Parties and supersede all understandings, agreements, negotiations, representations, or communications. In the event of a conflict between these Terms and a Proposal, the terms and conditions in the Proposal prevail. Brentwood's commencement of work or service does not constitute acceptance of any Purchase Order. No Purchase Orders will be binding upon Brentwood without express written acceptance by an authorized Brentwood employee. These Terms will be the sole, controlling terms for Purchaser's Purchase Order ("Purchase Order") and no other terms and conditions will apply.

Pricing and Payment:
Payment to be 100% prepayment of goods before shipment unless a credit application has been completed and an extension of credit has been approved. Approved payment terms shall be due in full within thirty (30) days from invoice date. Pricing is in accordance with Brentwood's Proposal. Brentwood reserves the right to adjust the Proposal price at any future time due to raw material and/or labor cost fluctuations greater than +/- 3%.

Shipment and Title:
The shipment terms unless stated otherwise in Brentwood's Proposal will be EXWORKS. Risk of loss and title transfer at Brentwood's facility. Brentwood may, without liability or penalty, make partial shipments of Products to Purchaser.

Inspection and Claims:
Upon delivery of Product, Purchaser must inspect the Product for freight damage and must notify Brentwood in writing within five (5) days after delivery. Furthermore, Purchaser agrees to inspect and accept the Product within a reasonable timeframe. Brentwood may waive claims not made in accordance with the above terms in this section.

Default:
Purchaser's failure to make payment as agreed and according to invoices or Purchaser's failure to perform any of its other obligations under this Agreement constitutes a default. In the event of default, Brentwood will provide written Notice of the default (in accordance with the Notices section of this Agreement) to Purchaser. If Purchaser does not i) correct the default or ii) address how it plans to correct the default in writing to Brentwood within five (5) business days from receipt of Notice of default, Purchaser will remain in default and Brentwood may do any of the following, (i) exercise any and all other rights and remedies of a secured Party under Article 9 of the UCC or applicable law ; (ii) suspend any further Product deliveries or provision of services until Purchaser pays its obligations in full; iii) be excused from any of its performance obligations under this Agreement resulting from Purchaser's delays or inability to complete its obligations; iv) send Purchaser's past due invoice(s) to collections for nonpayment of obligations and report Purchaser's non-payment to appropriate credit agency.

Delays: :
Delays in project schedule beyond the expected ship date not caused by Brentwood which result in additional costs not included in quoted price may be invoiced by Brentwood to Purchaser.

Storage Fees:
Unless otherwise agreed upon by Brentwood and Purchaser, in the event Purchaser notifies Brentwood it cannot take delivery on the agreed upon delivery date on the face of Purchaser's Purchase Order, Brentwood will store the Product free of charge for up to thirty (30) days after the initially agreed delivery date. After the thirtieth (30th) day, Purchaser agrees to pay a monthly storage fee equal to one and one-half (1.5%) percent of the invoice price of the Product. The monthly storage fee will be due in full upon receipt of invoice for the storage fee regardless of whether Purchaser has been invoiced or has paid for the Product.

Termination:
Brentwood or Purchaser may terminate this Agreement if either Party defaults by materially breaching its obligations in this Agreement, provided the breaching Party does not commence correction of the breach within five (5) business days from receipt of written notice of default. The Parties will agree upon a reasonable amount of time to correct the breach. In the event the Party in default fails to correct the breach within the agreed upon time frame, the other Party may terminate the Agreement by providing written notification to the Party in default. In the event of termination, the Purchaser agrees to pay Brentwood cancellation charges in accordance with the table below based on the Purchase Order Value.

Contracted Shipment (weeks)	Elapsed Time – from date of Executed Purchase Order to date of Cancellation (weeks)															
	0 - 2	2.01 - 4	4.01 - 6	6.01 - 8	8.01 - 12	12.01 - 16	16.01 - 20	20.01 - 24	24.01 - 28	28.01 - 32	32.01 - 36	36.01 - 40	40.01 - 44	44.01 - 48	48.01 - 52	52.01 - 56
Up to 8	20	50	75	100												
8.01 - 12	15	40	60	80	100											
12.01 - 16	10	25	45	60	85	100										
16.01 - 20	10	15	25	45	65	85	100									
20.01 - 24	10	10	20	25	50	70	90	100								
24.01 - 28	10	10	15	20	25	50	70	90	100							
28.01 - 32	10	10	10	15	20	35	60	75	90	100						
32.01 - 36	10	10	10	15	20	25	50	60	85	95	100					
36.01 - 40	10	10	10	10	15	25	50	60	70	85	95	100				
40.01 - 44	10	10	10	10	15	25	45	55	65	80	90	95	100			
44.01 - 48	10	10	10	10	15	25	45	55	60	65	80	90	95	100		
48.01 - 52	10	10	10	10	15	20	40	50	55	60	70	85	90	95	100	
52.01 - 56	10	10	10	10	15	20	35	50	55	60	70	80	85	90	95	100

Changes:
Purchase Order changes are subject to Brentwood's written approval, and additional time and charges may apply. Brentwood will not be liable for any delays due to change order requests. Brentwood may make changes to its Product without obligation, apply or manufacture such changes in any Product manufactured prior thereto. Brentwood may make such changes to any ordered Product as does not, in Brentwood's reasonable judgment, interfere with the satisfactory operation of the Product.

Taxes:
All government charges upon the production, shipment or sale of the Product, including, without limitation, sales, use, occupation, export and import taxes, and any other impositions by any government whatsoever, direct or indirect, including those required to be collected by Brentwood, will be paid by Purchaser or, in lieu thereof, Purchaser will furnish Brentwood with an exemption certificate acceptable to the taxing authority. Brentwood reserves and Purchaser disclaims all rights to drawback of duties paid on materials used in the manufacture of the Product. Purchaser will supply Brentwood with proof of exportation and all other documents necessary and otherwise cooperate to obtain payment thereof.

Returns:
No Product may be returned for credit or otherwise unless Purchaser receives Brentwood's authorization. Product authorized for return or credit must be returned in good condition, in its original packaging with completed identification and with all supporting documentation detailing of any claimed defect as required by Brentwood. All shipping and freight charges shall be prepaid by the Purchaser. The returned Product may be subject to a restocking charge of 30%.

Warranty:
Brentwood warrants against defects in materials and workmanship. Warranty coverage is contingent on proper storage, installation, use, operation, maintenance, and shutdown procedures, all occurring under ordinary conditions and in compliance with good industry standards, the approved design criteria, Brentwood's approved Submittal and Operation and Maintenance Manual. The Warranty period shall be limited to twelve (12) months from Product shipment. The terms of this Warranty shall be modified only through written agreement by an authorized Brentwood employee.
The remedy for a covered defect during the Warranty period shall be limited, at Brentwood's option and control, to repair or replacement of defective Parts and Components, including shipping costs. The remedy excludes costs of labor, removal of non-conforming Products, and expenses related to installation of the replacement Products.
THE TERMS OF THIS WARRANTY ARE THE SOLE AND EXCLUSIVE OBLIGATION OF BRENTWOOD TO PURCHASER OR THIRD PARTY FOR CLAIMS RELATED TO THE PRODUCT. UNDER NO CIRCUMSTANCE SHALL BRENTWOOD BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTIAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OR ANY OTHER LOSS, COST, OR EXPENSE OTHER THAN SPECIFICALLY STATED IN THIS WARRANTY. OTHER THAN THE EXPRESS LIMITED WARRANTIES MADE HEREIN, BRENTWOOD EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, WITH RESPECT TO ANY SERVICE OR DELIVERABLE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES WHICH MAY ARISE FROM PRIOR COURSE OF DEALING, CUSTOM, TRADE USAGE, PROVISION OF SAMPLES, PRODUCT LITERATURE OR WEBSITE CONTENT.

Limitation of Liability:
REGARDLESS OF THE FORM OF ACTION, BRENTWOOD'S LIABILITY RELATING TO THE PRODUCT OR THE MANUFACTURE, SHIPPING, SALE OR USE OF THE PRODUCT SHALL NOT EXCEED THE PRICE PAID BY PURCHASER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CAUSE OF ACTION. BRENTWOOD, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, DOWNTIME, FAILURE TO DETECT ANY FLAW IN ANY SUBJECT MATTER OF ANY TEST, LOSS OF GOODWILL, BUSINESS INTERRUPTION, DELAY IN PERFORMANCE, OR LOST OPPORTUNITIES. REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE IN CONNECTION WITH THE SUPPLY OR SUBSEQUENT USE OR POSSIBILITY OF SUCH DAMAGES.

Indemnification:
Purchaser will at all times indemnify, defend and hold harmless Brentwood, its officers, directors, employees, agents, servants and representatives from and against any and all damages, liabilities, losses, claims, suits, penalties, fines, costs, and expenses, including attorneys' fees (collectively, "Claims") arising directly or indirectly out of or in connection with any (a) infringement or misappropriation of any patent, trademark, or other intellectual property right, including third Party rights, arising from Brentwood's adherence to Purchaser's Specifications; (b) use, operation or possession of Brentwood Product, except to the extent the Claim arises from the gross negligence or willful misconduct of Brentwood; or (c) breach by Purchaser of any provision of any Agreement with or obligation to Brentwood.

Brentwood will at all times indemnify, defend and hold harmless Purchaser from and against loss, injury, damage and liability arising directly in connection with bodily injury death, or destruction of tangible or real property, including loss of use directly resulting from or caused by Brentwood or Brentwood's product, its negligent act, error, omission or for damages arising from Brentwood's gross negligence or willful misconduct in performance of its obligations under this Agreement. Claims and damages are limited to Brentwood's proportionate percentage of negligence and/or fault.

Insurance:
Brentwood will maintain and carry insurance including, but not limited to Commercial General Liability in a sum of $1,000,000 per occurrence and Workers Compensation in amounts as required by applicable statute. Additional coverages may be available. Upon request, Brentwood will provide to Purchaser a certificate of insurance evidencing its coverages.

Confidential Information:
All non-public, confidential and proprietary information ("Confidential Information"), whether disclosed orally or reduced to writing, whether or not marked or otherwise designated or not identified as such. Confidential Information does not include information which: (i) is or becomes available to the public generally (other than as a result of a disclosure by the Purchaser in violation of this Agreement); (ii) is subject to public disclosure under any federal, state or local law, ordinance or regulation; (iii) becomes available to Purchaser on a non-confidential basis from a source other than Brentwood; or (iv) was known by or was available to Purchaser prior to or at the time Brentwood disclosed it.

Purchaser agrees to protect and safeguard all Confidential Information with at least the same degree of care as the Purchaser would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Purchaser shall hold all Confidential Information in confidence and shall disclose it only to its employees needing to use the Confidential Information for the limited purposes of this Agreement and said employees shall be bound to the confidentiality Terms of this Agreement. No other disclosure of Confidential Information is allowed unless written permission is granted by Brentwood. Purchaser agrees not to use Brentwood's Confidential Information for any purpose other than this Agreement. Purchaser agrees not to use the Confidential Information in any manner to Brentwood's detriment, including without limitation, to reverse engineer, disassemble, analyze, decompile, copy, modify, develop, or design.

Force Majeure:
Brentwood shall not be liable or responsible to Purchaser, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent Brentwood's failure or delay is caused by or results from a force majeure event, including, acts of God; flood, fire, earthquake, pandemics, disease outbreaks, explosions or other natural disasters; war, invasion, hostilities, terrorist acts, civil unrest; government orders or actions; embargoes or blockades in effect on or after the date of this Agreement; national emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; shortage of adequate raw materials, labor, power, or transportation facilities; and other similar events beyond the reasonable control of Brentwood.
Brentwood shall give notice within fourteen (14) days of the force majeure event or as soon as reasonably practicable to Brentwood, stating the period of time the occurrence is expected to continue. Brentwood shall use diligent efforts to end the failure or delay and ensure the effects of such are minimized. Brentwood shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event Brentwood remains unable to perform its obligations within ten (10) weeks from notice of force majeure event Purchaser may terminate the Agreement.

Governing Law and Jurisdiction:
This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania without reference to conflicts of law principles. The Parties hereby agree that disputes hereunder shall be subject to the exclusive jurisdiction and venue of the courts of Berks County, Pennsylvania, in either the Pennsylvania Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania. The Purchaser waives any objections based on personal or subject matter jurisdiction or venue.

Export Control:
Purchaser will not use, distribute, transfer, or transmit any Product, components or technical information (even if incorporated into other products) provided in connection with this transaction except in compliance with U.S. export laws and regulations (the "Export Laws"). Purchaser will not, directly or indirectly export or re-export the following items to any country which is in the then-current list of prohibited countries specified in any applicable Export Laws: (a) the Product, components or technical data disclosed or provided to Purchaser by Brentwood; or (b) any improvements or variations of such Product, components or technical data. Purchaser agrees to promptly inform Brentwood in writing of any written authorization issued by the U.S. Department of Commerce office of export licensing to export or re-export any such items referenced in (a) or (b). The obligations stated above in this clause will survive the expiration, cancellation or termination of this Agreement.

Translation:
This document may be translated into one or more languages; however, the English translation shall be the official version and shall prevail over other translations. All dollar amounts are United States currency unless specified otherwise. Purchaser shall abide by the United States Foreign Corrupt Practices Act of 1997, as amended.

Assignment:
Purchaser shall not assign or delegate its obligation hereunder without Brentwood's written consent, and any attempted assignment or delegation without such written consent shall be void.

Waiver:
No waiver by Brentwood of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Brentwood. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Severability:
If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Notices:
All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the face of the Proposal or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid or certified or registered mail (in each case, read receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Authority:
The individual assenting to or executing any documents or orders, whether as a hard copy or, on behalf of Purchaser acknowledges, represents and warrants that he or she has read and understands these Terms and Conditions and has been duly authorized by the Purchaser to execute such on behalf of the Purchaser and bind the Purchaser to these Terms and Conditions.

Relationship of the Parties:
The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Survival:
Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

Amendment and Modification:
This Agreement may only be amended or modified in writing by Brentwood and executed by an authorized representative of each Party.

By signing below both Parties accept Brentwood Water Group (Water and Wastewater) Standard Terms and Conditions of Sale.

BRENTWOOD INDUSTRIES, INC.
By: _____
Print Name: _____
Title: _____
Brentwood Industries, Inc.

PURCHASER
By: _____
Print Name: _____
Title: _____
Company: _____

SECTION 00 41 43 – BID FORM

Proposal of Brentwood Industries, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Pennsylvania doing business as * corporation to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your Invitation to Bid, the BIDDER hereby proposes to perform all WORK for the construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other Bidder or with any competitor.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As bid security, BIDDER provides herewith a Bid Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 365 consecutive calendar days thereafter. BIDDER agrees to pay as liquidated damages to the OWNER, the sum of $500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. BIDDER further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the BIDDER to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER acknowledges receipt of the following ADDENDA:

NO.	DATE

BID FORM
TURKEY CREEK WWTP TRICKLING FILTER MEDIA

Item No.	Item Description	Total
1	Provide Trickling Filter Media for (2) West Towers, Delivered to Treatment Plant	$ 2,223,700
2	Provide Trickling Filter Media for (2) East Towers, Delivered to Treatment Plant	$ 2,223,700
3	All Other Work, Bonding, and Insurance Required to Complete Project per Plans and Specifications	$ 43,474
	Items 1-3 Total	$ 4,490,874

Items in bid schedule are lump sum for work shown on drawings and described in specifications.

BIDDER understands and acknowledges that the preceding TOTAL BID AMOUNT will serve as the basis for comparison of bids. Award for the contract shall be based upon the lowest responsible, responsive bid for the TOTAL BID AMOUNT. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

ATTEST: Clint McCorkle

Brentwood Industries, Inc.
Name of Contractor

By Clint McCorkle

By Charles Greeson

Senior Vice Preseident
Title

Regional Sales Manager
Title

500 Spring Ridge Drive,
Reading, PA 19610
Address (Including Zip Code)

(SEAL)
(If Bid is a Corporation)

BRENTWOOD
500 Spring Ridge Dr.
Reading, PA 19610
USA
INDUSTRIES, INC.

END OF SECTION 00 41 43

SECTION 00 43 13 – BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Hartford Fire Insurance Company and Brentwood Industries, Inc., as Principal* as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of Five Percent of Amount Bid DOLLARS ($ 5%)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 3rd day of September, 2024.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the: TURKEY CREEK WWTP TRICKLING FILTER MEDIA.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired, diminished, or affected by any extension of the time within which the OWNER may reject or accept the Principal's BID, and Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Kristy M. Kohler (L.S.)
Principal

Brentwood Industries, Inc.
Company

Hartford Fire Insurance Company
Surety

By Evelyn A. Benevento
Evelyn A. Benevento, Attorney-In-Fact

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.

END OF SECTION 00 43 13

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC
Agency Code: 44-419327

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Kimberly L. Miles of Charleston WV, Evelyn A. Benevento, Jessica J. Bentley, Lisa M. Habermehl, Francis M. McGinley, Donna Spirt, Katelyn Williams of BLUE BELL, Pennsylvania

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President 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 is still in full force effective as of September 3, 2024.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

SECTION 00 45 13 - CONTRACTOR STATEMENT OF QUALIFICATIONS

Firm Name: Brentwood Industries, Inc.

(Company Name)

500 Spring Ridge Drive — Reading, PA 19610

(Address) (City, State, Zip Code)

610.347.8557 — 610.376.6022 — charles.greeson@brentwoodindustries.com

(Phone Number) (Fax Number) (E-mail)

Date: 08/29/2024

Construction Capabilities:

- ☐ General Contracting
- ☐ Electrical
- ☐ Plumbing
- ☐ HVAC
- ☐ Demolition
- ☐ Earthmoving
- ☐ Asbestos Abatement
- ☒ Other: Equipment Manufacturer

For Corporations Only:

Federal ID Number: 23-165 8487

Name of State(s) in which incorporated: Pennsylvania

Date(s) of incorporation: 1965

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri Equipment supplier only
2. Certificate Number: TSC210524141424-1, PA Date: 05/24/2021

Caitlin Banta
(President's Name)

Clint McCorkle
(Vice-President's Name)

Kristin Kohler
(Secretary's Name)

Scott Schanzenbach
(~~Treasurer's Name~~) (Controller)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ☐ General ☐ Limited ☐ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1._____
(Name) (Address) (City, State, Zip Code)

2._____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: 23-165 8487

Percent of work done by Contractor: 100%, see proposal WG07481

Number of years in business: 59

or SSN: _____ Number of Permanent Employees: 797

Geographical limits of operation:

Brentwood will not conduct business with any company or individual person listed on OFAC's blocked party list.

If you have done business under a different name, please give name and location: N/A

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

No.

Date: Dated this Twenty-Ninth day of August, 20 24.

Signatures:

☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation

Business Name: Brentwood Industries, Inc.

Address: 500 Spring Ridge Drive, Reading, PA 19610

Telephone: 610.347.8557 Fax Number: 610.376.6022

Federal ID Number: 23-165 8487 Social Security Number: N/A

Duns Number: 050507144

Incorporated under the laws of the State of: Pennsylvania

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

Clint McCorkle
(Bidder's Signature)

Kristin M. Kohler
(Corporate Secretary's Signature and Seal)

Clint McCorkle
(Typed or Printed Name of Signor)

BRENTWOOD INDUSTRIES, INC.
500 Spring Ridge Dr.
Reading, PA 19610
USA

(Partner/Joint Venture Signature)

(Typed or Printed Name of Signor)

END OF SECTION 00 45 13

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

05/24/2021

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

BRENTWOOD INDUSTRIES, INC.

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

Veronica W. Degraffenreid

Acting Secretary of the Commonwealth

Certification Number: TSC210524141424-1

Verify this certificate online at http://www.corporations.pa.gov/orders/verify

SECTION 00 45 19 – ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

Joshua Sablan

being first duly sworn, deposes and says that he/she is

Staff Engineer

Title of Person Signing

of Brentwood Industries, Inc.

Brentwood Industries, Inc.

Name of Bidder

that all statements made and facts set out in the proposal for the TURKEY CREEK WWTP TRICKLING FILTER MEDIA 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 Joshua Sablan

BY Joshua Sablan

BY _____

SWORN to before me this 29th day of August 2024

Notary Public

My Commission Expires 01/03/2028

END OF SECTION 00 45 19

TE'ASIA R WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244000180
MY COMMISSION EXPIRES 01/03/2028