





# **ACE PIPE CLEANING**

*A Carylton Company*

**Bid No. 60810117/1702  
Contract No. EV3213  
Structure Cleaning and Sludge Hauling  
for Capital Projects**

**Due Date: October 3, 2023 @ 2PM**

**Kansas City Water Services  
Procurement Services Division  
1<sup>st</sup> Floor, Room 102 W City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, MO 64106**

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**TAB 1**  
Introduction Letter  
&  
Invitation for Bid Document





**ACE PIPE CLEANING**  
A Carylton Company

6601 Universal Avenue  
Kansas City, MO 64120

p: (816) 241-2891

f: (816) 241-5054

office@acepipe.com

10/2/23

Cory Buress  
Procurement Manager  
City of Kansas City Missouri  
1<sup>st</sup> Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, MO 64106-2793

SUBJECT: Contract No. EV3213

Dear Cory:

**The team of Ace Pipe Cleaning respectfully submits the attached pricing in response to the ITB EV3213. All of our work will be started and completed out of our Kansas City offices, utilizing locally employed field technicians from Local 663 Laborers Union and office personnel, who are currently qualified and certified and bring years of experience in this industry.**

Our team offers:

- A full understanding of the project needs
- Working relationships with the Water Services personnel
- A common respect for each other's complementary knowledge, abilities, and expertise

Ace Pipe Cleaning locally maintains a fleet of equipment that will be needed to successfully complete the work as needed. The ownership of equipment allows us to mobilize and get the work done and the data collected quickly and efficiently. **Since we are local, there is no lag in time in which we can get into the field immediately as needed.**

We look forward to the opportunity to be of assistance to the City with this important service to the City!

Sincerely,

Ace Pipe Cleaning, Inc.

Bruce Vantine  
Secretary/Treasurer  
Ace Pipe Cleaning, Inc.



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION  
1<sup>st</sup> Floor, Room 102 W, City Hall  
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(816) 513-0851 FAX (816) 513-1156

## INVITATION FOR BID

**Bid No.: 60810117/1702**  
**Contract No. EV3213**

**STRUCTURE CLEANING AND SLUDGE HAULING FOR CAPITAL  
PROJECTS**

**BID DUE: SEPTEMBER 26, 2023, at 2:00 PM.**

**Cory Burress**  
**Procurement Manager**  
**Procurement Services Division**  
**City of Kansas City, Missouri**  
**414 E. 12<sup>th</sup> Street, 1<sup>st</sup> Floor West**  
**Kansas City, MO 64106**  
**Telephone Number: (816) 513-0808**  
**E-mail: [Cory.Burress@kcmo.org](mailto:Cory.Burress@kcmo.org)**

**READ CAREFULLY THE ATTACHED INSTRUCTIONS AND CONDITIONS ON PAGES 1 TO 7.**

- Bids are subject to all conditions listed on this form and any attachments.
- Bids must be on this form 1215-035C.
- Each Bid must be returned signed and sealed in a separate envelope with the bid number, bid closing date and hour shown on the face of the envelope. Multiple copies, when requested, may be packaged together and should be marked Original and Copy #1, etc.



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**STANDARD INSTRUCTIONS AND CONDITIONS**

**1. INTENT**

To solicit competitive bids for industrial high cfm vacuuming and power rodding and liquid waste/sludge hauling.

**2. AWARD**

Award will be made in the best interest of the City of Kansas City, Missouri to the lowest and best responsive and responsible Bidder.

**3. RENEWAL OPTIONS**

3.1 The period of performance under the contract is for one (1) year at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price for an additional Five (5) one-year periods.

3.2 The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.

3.3 The option year prices will be determined by the Buyer by negotiation with the Supplier. **(Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)**

**4. ORDERING AND SHIPPING INSTRUCTIONS AND LIMITATIONS**

4.1 Products/services needed by the City will usually be ordered against a blanket purchase order issued by the Procurement Services Division. The purchase order will be for a stated dollar amount and will terminate at time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract.

4.2 The City department named in the "Ship to Address" on the purchase order is required to provide the Supplier with the names of persons authorized to place orders against the contract. Personnel picking up merchandise must show an official City of Kansas City, Missouri identity card, and provide the purchase order number to the Supplier at the time of pick up.

4.3 Any material still on back order thirty (30) days beyond the expiration of the contract or the order date will be considered cancelled, and any subsequent deliveries will be refused.



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**5. TAX CLEARANCE FOR CITY**

Prior to the City making the first payment under any contract or contract renewal term, Supplier must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Bidders may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.org>

**6. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's Certificate of Good Standing from the Missouri Secretary of State's website. [www.sos.mo.gov](http://www.sos.mo.gov)

**7. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE**

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's valid business license. Bidders may obtain this business license from the City's Revenue Division/Business License section at <http://www.kcmo.org> or (816) 513-1135.

**8. EMPLOYEE ELIGIBILITY VERIFICATION**

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the City and included in this IFB, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

**9. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS**

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Bid, Bidder affirms that Bidder and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Bid to be rejected.





10. **SUPPLIER PRICING GUARANTEE**

The contracting Supplier guarantees that as a certified Supplier of the City, and by entering into this agreement, agrees not to sell to any other governmental agency at lower prices than specified in this contract. If lower prices are offered to other governmental agencies for the same product or service, then those same lower prices will be offered to the City and the contract modified to reflect the lower price change.

11. **BUY AMERICAN AND MISSOURI PREFERENCE POLICIES**

(a) Buy American Preference

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Bidder's responsibility to claim these preferences.

12. **NON-PERFORMANCE OPTION TO TERMINATE**

The City reserves the right to terminate the contract for non-performance if service is deemed unacceptable or not in accordance with the listed specifications. The date of termination shall be stated in written notice to the Supplier. The City shall be the sole judge of non-performance under the contract.

All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified.



**13. CONTRACT EXTENSION**

This contract may be extended by the City at its sole option under the same terms and conditions despite the expiration of the original contract or any option to renew as long as the contract has not been expired for more than ninety (90) days.

**14. CERTIFICATE OF INSURANCE**

The successful Bidder is required to furnish evidence of the following insurance in accordance with paragraph 58G to 58I, INSTRUCTIONS AND CONDITIONS. Satisfactory evidence of insurance will be required by completion of a Certificate of Insurance or by other means outlined in Paragraph 58 G through I. Certificates must be provided within twenty-one (21) calendar days after receipt of a request for an insurance certificate. Work may not commence until the Certificate of Insurance showing evidence of contractual liability is received. Failure to provide the Certificate in a timely manner may be grounds for disqualification of a bid or default of a contract. Payment of invoices will be withheld until the Certificate is approved.

14.1 The City's Certificate of Insurance form has all City required language included. An insurance agent must indicate coverage and complete and sign the form. The coverage requirements are as follows:

General Liability:

\$1,000,000 Combined Single Limit per Occurrence, and  
\$2,000,000 aggregate per Occurrence

Automobile Liability:

\$1,000,000 Combined Single Limit per Occurrence

Workers' Compensation and Employer's Liability shall meet statutory requirements.

14.2 If an alternate non-standard City form for insurance certification is utilized, it must:

Name the City of Kansas City, Missouri as the certificate holder;

Name the City of Kansas City, Missouri as an additional insured; and

Provide cancellation notification to the City thirty (30) days before cancellation.

Standard cancellation clauses must have the wording "endeavor to" or "try to" deleted.

Any reference absent of obligation for failure to notify certificate holder must be deleted.

14.3 Please refer to the front of this document for the name of the Buyer and the Bid Number. This information must be included on your Insurance Certificate and/or Bid/Performance Bond.

**15. GREEN, ECO-FRIENDLY, SUSTAINABLE INITIATIVES**

It is the desire of the City of Kansas City, Missouri to purchase and use as much "green, eco-friendly, sustainable" product as possible. From a "Lifestyle" perspective, this could include:



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Product Content, Pre-Manufacture, Manufacture, Product Design, Packaging and Distribution, Use/Re-use and Maintenance, and Waste Management.

The City recognizes EnergyStar, GreenSeal, and UL Environmental among others.

**16. EMERGENCIES**

- (a) Disaster means any large-scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, Supplier shall provide special services to the City including Supplier shall open Supplier's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) Supplier shall not charge City any fee for opening facilities during an emergency or for extending Supplier's hours of operation during a disaster. City shall pay Supplier the agreed upon contract prices for all purchases made by City during the disaster and Supplier shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Supplier shall quickly mobilize Supplier's internal and external resources to assist City when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, Supplier's facilities shall stay open 24 hours if requested by the City. Supplier shall utilize additional Supplier personnel to take City orders if necessary. Supplier's Call Center shall accept phone orders 24 hours a day.
- (f) Supplier shall have contingency plans with Supplier's suppliers to provide additional supplies and equipment quickly to City as needed.
- (g) Supplier shall cooperate with City to properly document any and all expenses incurred by City with Supplier and Supplier shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

**17. PROPOSAL SUBMISSION**

- (a) **Submissions: Proposers shall submit their Proposal through Bonfire online submission portal ONLY to the following City Contact person:**

Cory Burress, Procurement Manager  
City Hall, 1st Floor West  
414 E. 12<sup>th</sup> Street, Kansas City, Missouri 64106  
Office : (816) 513-0808  
E-mail : [Cory.Burress@kcmo.org](mailto:Cory.Burress@kcmo.org)

- (b). Bonfire link: <https://kcmo.bonfirehub.com/opportunities/105492>



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The bid results will be available thirty (30) days after the bid opening. Please contact Procurement Manager, Cory Burress, [Cory.Burress@kcmo.org](mailto:Cory.Burress@kcmo.org)

**18. QUESTIONS AND ANSWERS**

- (a) **For further information or clarification, any and all questions must be submitted in writing through the Bonfire messaging app on the Bonfire portal about any aspect of this Bid to the following City Contact person:**

Cory Burress, Procurement Manager  
City Hall, 1st Floor West  
414 E. 12<sup>th</sup> Street, Kansas City, Missouri 64106  
Office : (816) 513-0808  
E-mail : [Cory.Burress@kcmo.org](mailto:Cory.Burress@kcmo.org)

All questions submitted will be answered in writing. If your question results in a change in the Specifications, an Addendum will be sent to all prospective Bidders.

**SELECTION**

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City. The written executed contract must also comply with the City Charter and City Ordinances. This means that a proposer does not have a contract with the City until a written contract is *executed*.

**15. REJECTION OF PROPOSALS**

The City reserves the unconditional right to reject any or all proposals received in response to this bid at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

**16. WAIVER OF ORDINANCES, REGULATIONS AND RFQ/P REQUIREMENTS**

Pursuant to Section 3-35, City Code of Ordinances, the City, at any time, may waive any requirements imposed in this RFQ/P or by any City ordinance or regulation.

**17. LATE PROPOSALS**

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if: (1) the proposal is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the proposal will be delivered to the City prior to the proposal due date; or (2) if the proposal is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due to the U.S. Postal Service, common carrier or contract carrier; or (3) the proposal is timely delivered to the City, but the proposal is at a



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different City location than that specified in this RFQ/P; or (4) the City extends the due date after the deadline for a force majeure event that could potentially affect any or all Proposers meeting the deadline; or (5) the City has not opened any of the proposals; or (6) it is in the best interest of the City to accept the proposal.



**SPECIAL INSTRUCTIONS AND CONDITIONS**

**1. PRICING AND PAYMENT**

- 1.1 Prices are to be firm and fixed for the period of the contract.
- 1.2 Prices will be as quoted on items listed on the **Pricing** page(s).
- 1.3 The City is under no obligation to pay invoices in excess of the purchase order limitations. Departmental personnel do not have the authority to order in excess of the purchase order amount. The Supplier will not sell to any department in excess of the purchase order amount.

**2. INVITATION FOR BID**

The Invitation For Bid must contain the bid documents and the following CREO forms:

FORM	TITLE
00450	CREO KC 08 CUP and Request for Waiver
00450.01	CREO KC Letter of Intent to Subcontract
00460	CREO KC 10 Timetable for MBE/WBE Utilization
00470	CREO KC 11 Request for Mod or Sub
00485	CREO KC Monthly Reporting Instructions
00485.01.1	MWBE Monthly Utilization Report Instructions
00485.02.1	Workforce Monthly Report Instructions
CREO KC 13	Affidavit of Intended Utilization

**3. MBE/WBE/DBE PROGRAM REQUIREMENTS**

It is the City's policy that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific contract are 11% MBE participation and 11% WBE participation.

Bidders shall utilize certified MBE/WBE businesses to the fullest extent that is possible and practical in its fulfillment of this bid and in its own procurement programs. While the City does not have a preference program, it is committed to a policy of equitable participation for these firms.

The City's CREO Forms and Instructions are incorporated into this Instruction to Bidders. The MBE/WBE/DBE Directory is available on the City's website at [www.kcmo.org](http://www.kcmo.org). Please call the Civil Rights and Equal Opportunity Department at (816) 513-1836 for assistance.



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**4. WAIVER OF MBE/WBE/DBE REQUIREMENTS**

The City Council may waive any and all MBE/WBE requirements imposed by this solicitation and any Bidding Documents or the MBE/WBE Ordinance and award the contract to the lowest and best Bidder if the City Council determines a waiver is in the best interests of the City.



## SPECIFICATIONS

### 1. REPAIR ORDERS

#### 1.1 Authorization of Work

1.1.1 All work performed under this contract must be covered by a purchase order with proper certification of funds and a sufficient fund balance. Under no circumstances will work be performed that is not funded and authorized in advance. Any work performed that is not covered by a purchase order will be at the Contractor's risk and expense.

#### 2.1 Cost Estimates

2.1.1 **Prior to commencing work, a work order cost estimate will be prepared and submitted to the department ordering work under the contract.** The estimate must be reviewed and approved by a departmental supervisor. The estimate may become a part of a purchase order issued for a single repair work order or be approved as part of a series of work orders issued against a blanket purchase order.

2.1.2 Estimates will be as firm and accurate as is possible without equipment disassembly and without delay to secure finite parts price from manufacturers. These costs will be referred to as the target cost.

2.1.3 All estimates will contain a ceiling cost. The ceiling cost may not be exceeded without the written authorization of the departmental supervisor. When, during the course of a repair job, it becomes apparent that the ceiling cost will be exceeded, the Contractor will immediately inform the departmental supervisor who approved the estimate, and prepare a new estimate with a revised target cost and a new ceiling cost. The revised estimates must be approved prior to incurring costs beyond the previously agreed ceiling cost.

2.1.4 Labor hour costs will be at the rate shown in this Contract or lower.

#### 2.1 Stop Work Orders

2.1.1 The City reserves the right to order, in writing, that all work cease on the work order.

2.1.2 The City will be obligated only for work performed up to the issuance of the stop work order.

### 2. REPAIR ORDER PAYMENT

2.1 A fully itemized work order will be submitted to the department at the time of





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delivery. It will contain detailed labor hours, price list of materials and parts used. Labor rates on each service will be separated and listed on the invoice.

- 2.2 Final payment will be made only after delivery of the equipment and completion of the final acceptance inspection.
- 2.3 Invoices submitted for payment will reference and have attached a copy of the work order.
- 2.4 The City is obligated to promptly pay all valid invoices and to take prompt action to resolve any differences in regards to acceptance of work and payment.

**3. REQUIRED SERVICES**

- 3.1 Contractor shall remove all materials including grit, snails, sludge, ash, screenings, grease, and any miscellaneous debris in support of Capital Improvement Projects at all facilities and sewers. The condition of the materials to be removed will be wet and/or dry.
- 3.2 The materials shall be removed from any treatment plant, pump station, bar screens, wet wells, clarifiers, pits, tanks (open or closed), trickling filters, heat exchangers, incinerators, piping system, lagoons, and sewer lines, as directed by the Water Services Department to support Capital Improvement Projects. Upon removal, Contractor shall clean to the extent practical the removal area using high-pressure washing equipment. Wash water will be disposed as directed by the Water Services Department in writing.
  - 3.2.1 All materials shall be disposed of as directed by the Water Services Department, in writing. Materials disposed of without written permission from the Water Services Department, will be at the contractor's risk.
  - 3.2.2 Contractor shall provide all labor, equipment, materials, and other supplies necessary to safely and effectively accomplish all services required under this agreement. All services provided shall be performed in compliance with all applicable Federal State regulations.
  - 3.2.3 Contractors shall have the capacity to provide services seven (7) days per week, twenty-four (24) hours per day.
  - 3.2.4 It is the intent of the Water Services Department to utilize multiple contractors in the award of this contract. Projects/work assignments shall be awarded on an as needed basis using the following criteria: cost, availability, and performance.



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- 3.3 All pumping, hauling and cleaning activities are to be scheduled with the Water Services Department Project Manager. The Water Services Department Project Manager will specify the volume to be removed, the structures to be cleaned, and where the materials are to be discharged.
- 3.3.1 For the materials covered by this contract, it is anticipated that the materials will be discharged into designated lagoons at the Birmingham Farm Facility, located at 10801 NE 28<sup>th</sup> St, Kansas City, MO, as directed by the Farm Manager for a volume unit charge as indicated on the Unit Price Form.
- 3.3.2 Contractor shall not be required to haul partial loads so the Bid Price should be based on the number of full truck loads to haul the estimated amount of sludge.
- 3.4 For emergencies, the pumping, and hauling of wastewater, wastewater sludge, and scum from various WSD facilities and the cleaning thereof (other than what is covered in Section 3.3 above) to other facilities or manholes, Contractor shall be paid \$0.50 per mile (for all miles traveled in excess of 10 miles) plus a volume charge as indicated on the Unit Price Form.
- 3.4.1 Emergency activities performed under this Contract shall entail the Contractor responding to the WSD's telephone call within one and one half hour (1½ hour) of receiving WSD's telephone call; that is, Contractor shall provide requested services, required personnel, equipment, and vehicles within the scope of this Contract at the site requiring service within one and one half hour (1½ hour) after WSD telephones the Contractor as described in the Pricing and Supplier Information Sections of this Invitation to Bid.
- 3.5 For pumping, hauling and cleaning of wastewater, wastewater sludge, and scum from various WSD facilities (other than the activities covered in Sections 3.3 and 3.4) to other facilities or manholes, Contractor shall be paid the Unit Price for all time (before and after the "normal time frame") if the Contractor exceeds the "normal time frame".
- 3.5.1 Time begins upon the arrival of the Contractor assets at the site where the work is to be performed. In the event a truck cannot be filled in a "normal time frame" the Contractor may charge a prorated hourly rate.
- 3.5.2 A "normal time frame" is defined as fill time that is 1 ½ hour or less.
- 3.5.3 The Unit Price per hour indicated in the Unit Price Form shall include all costs to pump and haul wastewater, wastewater sludge and scum, and cleaning thereof, as well as, including volume hauled, transportation and labor.

**VENDOR QUALIFICATION**

Bidder must meet federal, state and local licensing requirements.

Bidder must have trained personnel qualified to provide the services required for this contract, and submit proof of this with bid (resumes, copies of certifications, etc.).

**TAB 2**  
Price Exhibits  
Authorized Signature  
Equipment List





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**PRICING**

**WE HAVE READ ALL INSTRUCTIONS & CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS, AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:**

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	QUANTITY	TOTAL
		<p><b><u>BIDDER MUST SUBMIT A LIST OF AVAILABLE EQUIPMENT WITH BID.</u></b></p> <p><b>HIGH CFM VACUUMING AND POWER RODDING SERVICES</b></p>		
	1.	VACUUM TRUCK, WET APPLICATIONS A. HOURLY RATES (INCLUDES VAC TRUCK AND OPERATOR)	STANDARD OVERTIME HOLIDAY	\$ 140.00 /HR \$ 152.00 /HR \$ 152.00 /HR
	2.	VACUUM TRUCK, DRY APPLICATIONS A. HOURLY RATES (INCLUDES VAC TRUCK AND OPERATOR) (INCLUDES 100 FEET OF FLEX HOSE)	STANDARD OVERTIME HOLIDAY	\$ 150.00 /HR \$ 162.00 /HR \$ 162.00 /HR
	3.	CATCH BASIN AND SEWER CLEANER, WET APPLICATIONS A. HOURLY RATES (INCLUDES VAC TRUCK AND OPERATOR)	STANDARD OVERTIME HOLIDAY	\$ 140.00 /HR \$ 152.00 /HR \$ 152.00 /HR
	4.	<p><b>IN THE EVENT CURRENT PRICE LISTS OR CATALOGS ARE NOT PRACTICAL TO BE USED FOR ESTABLISHING PRICES, STATE MEANS OF ESTABLISHING PRICES</b></p> <p>DISCOUNT OF <u>5</u> % BASED ON Regular Hourly Rates List on Exhibit A - Equipment &amp; Operators Only</p> <p>DEALERS COST PLUS MARK UP OF <u>10</u> % BASED ON _____ Subcontractors, bypass and rentals will be marked up 10%.</p>		
	5.	<p>STATE PROMPT PAYMENT DISCOUNT OFFERED ABOVE. N/A _____</p>		



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Table with 5 columns: CLASS/ITEM CODE(S), ITEM NO., ITEM AND SPECIFICATION, QUANTITY, TOTAL. Contains items 6 and 7 regarding sludge hauling services.

SUPPLIER INFORMATION

1. OTHER ITEM DISCOUNTS

Please state the City contract discount from the Manufacturer's Current Price List.
See page 1 - 5% discount of regular hourly rates listed on Exhibit A - equipment & operators only
Percentage Discount: 5% same as above

2. HOURS OF OPERATION AND LOCATION APC is available 24/7 - 1-800-325-9372

Monday through Friday a.m. to p.m.
Upcharge for Work Off-Hours: Hourly Rate x percent % upcharge
Contact Name Brian Carpenter, Jeremy Cheek or Mark Calvert
Telephone Number 816-241-2891 or 1-800-325-9372
Cell Phone Number 816-853-6989
Address of Service Location(s) 6601 Universal Ave., Kansas City, MO 64120

3. DELIVERY SERVICES



**CITY OF KANSAS CITY, MISSOURI**

**PROCUREMENT SERVICES DIVISION**  
1<sup>st</sup> Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106-2793  
(816) 513-0851 FAX (816) 513-1156

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Indicate advance notice required prior to delivery: 1.5 Hours (APPLICABLE TO SLUDGE HAULING)

State normal delivery schedule: As Needed

State minimum order value to qualify for free delivery: \$ Four Hour Minimum Fee

State cost of delivery if less than minimum order value: \$ Four Hour Minimum Fee



**ADDITIONAL INFORMATION**

1. **CONTRACT PERIOD**

The initial contract period shall be from To be determined.

2. **RENEWAL OPTIONS**

OPTION YEAR	DATE RANGE OF RENEWALS	PRICES TO REMAIN FIRM & FIXED? CHECK FOR YES	PRICES TO REMAIN FIRM & FIXED? CHECK FOR NO	IF NO, PROVIDE THE PERCENTAGE OF INCREASE
ONE	TBD	X		
TWO	TBD	X		
THREE	TBD	X		
FOUR	TBD	X		
FIVE	TBD	X		

3. **COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS**

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

YES X NO \_\_\_\_\_



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

4. AUTHORIZED SIGNATURE

By submission of the IFB, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
The prices contained in this bid have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
It has the full authority of the Offeror to execute the bid and to execute any resulting contract awarded as the result of, or on the basis of, the bid;
Bidder will not withdraw the bid for ninety (90) days;

\* \* \*

By the below signature, I hereby certify that I have both the legal authority from my company and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: Bruce Vantine

Signature: [Handwritten Signature]

Title: Secretary/Treasurer

Company Name: Ace Pipe Cleaning, Inc.

Address: 6601 Universal Ave.

City, State, Zip: Kansas City, MO 64120

Telephone Number: 816-241-2891

Fax Number: 816-241-5054

E-mail Address: bids@acepipe.com

E-mail Address for Purchase Orders: bids@acepipe.com and ar@acepipe.com

Date: 10/2/23



**ACTION BY ALL OF THE DIRECTORS  
OF  
ACE PIPE CLEANING  
BY WRITTEN CONSENT  
IN LIEU OF AN ANNUAL MEETING**

The undersigned, being all the members of the Board of Directors of Ace Pipe Cleaning Inc., a Missouri corporation (the "Corporation"), hereby waive all notice, and hereby vote for, consent to, ratify, and adopt the following actions as if the same had been duly voted for, consented to, ratified, and adopted at a duly called and convened annual meeting of the board of directors of the Corporation:

**RESOLVED**, that the following persons are hereby elected to the offices of the Corporation set forth opposite such person's name, to serve until such person's successors are elected and qualified, in accordance with the By-Laws of the Corporation:

Steve Hontz	President
Don Uberroth	Vice President
Theresa Calvert	Vice President
Bruce Vantine	Secretary / Treasurer

**FURTHER RESOLVED**, this consent may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This consent may be executed by facsimile, telecopy, pdf, or other reproduction, and such execution shall be considered valid, binding and effective for all purposes.

**FURTHER RESOLVED**, that any and all acts previously taken by the officers of the Corporation since the date of the last annual meeting (or written consent in lieu thereof) of the Board of Directors, are in all respects expressly ratified and confirmed as the acts and deeds of the Corporation.

Dated: January 10, 2019

  
\_\_\_\_\_  
Steve Hontz,  
Being the Sole Director of the Corporation





**EXHIBIT A - HOURLY RATES**

**Bid: EV3213**

**Project Title: Structure Cleaning and Sludge Hauling for Capital Projects**

**Proposer: ACE PIPE CLEANING INC.**

**RATE SHEET EFFECTIVE 1/17/2022**

CODE	REGULAR RATES (4 Hour Minimum, Portal to Portal)	2022 PRICE	
GIS MGR	GIS Asset Management	\$ 85.00	Hr
LAB	Additional Laborer	\$ 110.00	Hr
MAROOKA	Marooka (Equipment Only)	\$ 115.00	Hr
OP CASE TRAC	Operator & Case Tractor - (Off Road)	\$ 185.00	Hr
OP CLAM	Operator and Clam Truck	\$ 155.00	Hr
OP DV	Operator & Dry Vacuum	\$ 210.00	Hr
OP EASE	Operator & Easement Machine with (1) Support Truck	\$ 200.00	Hr
OP HE	Operator & Hydro-Excavator	\$ 215.00	Hr
OP JC	Operator & Jetter/Combo Unit	\$ 215.00	Hr
OP JC TV	Operators, Jetter/Combo & TV Truck	\$ 400.00	Hr
OP JET	Operator & Jetter	\$ 200.00	Hr
OP JET TV	Operators, Jetter & TV Truck	\$ 320.00	Hr
OP JJC	Operator & Jumbo Jetter/Combo Unit	\$ 240.00	Hr
OP ST SWEEP	Operator & Street Sweeper	\$ 200.00	Hr
OP TRAC	Operator & Tractor - Highway	\$ 185.00	Hr
OP TV	Operator & TV Truck	\$ 220.00	Hr
OP VT	Operator & Wet Vacuum	\$ 200.00	Hr
OP WB	Operator & Waterblaster	\$ 210.00	Hr
OPS BUCK	(2) Operators & (2) Bucket Machines & (2) Support Trucks	\$ 375.00	Hr
PUMP	4-inch Pump (Equipment Only)	\$ 110.00	Hr
ROLL OFF	Operator & Roll-Off Truck	\$ 155.00	Hr
STICK PUMP	Stick Pump (Equipment Only)	\$ 110.00	Hr
SUBMERS PUMP	Electric Submersible Pump (Equipment Only)	\$ 125.00	Hr
SUP TRK	Support Truck (Safety, Fuel and/or Pipe Supplies)	\$ 110.00	Hr
<b>OVERTIME (over 8 hrs/day Weekend, Holiday or Prevailing Wage Rates)</b>			
GIS MGR	GIS Asset Management	\$ 105.00	Hr
LAB OT	Additional Laborer	\$ 130.00	Hr
OP CASE TRAC OT	Operator & Case Tractor - (Off Road)	\$ 205.00	Hr
OP CLAM OT	Operator and Clam Truck	\$ 170.00	Hr
OP DV OT	Operator & Dry Vacuum	\$ 225.00	Hr
OP EASE OT	Operator and Easement Machine with (1) Support Truck	\$ 215.00	Hr
OP HE OT	Operator & Hydro-Excavator	\$ 230.00	Hr
OP JC OT	Operator and Jetter/Combo Unit	\$ 230.00	Hr
OP JC TV OT	Operators, Jetter/Combo and TV Truck	\$ 430.00	Hr
OP JET OT	Operator and Jetter	\$ 215.00	Hr
OP JET TV OT	Operators, Jetter & TV Truck	\$ 350.00	Hr
OP JJC OT	Operator & Jumbo Jetter/Combo Unit	\$ 250.00	Hr
OP ST SWEEP OT	Operator & Street Sweeper	\$ 215.00	Hr
OP TRAC OT	Operator & Tractor - Highway	\$ 205.00	Hr
OP TV OT	Operator and TV Truck	\$ 235.00	Hr
OP VT OT	Operator & Wet Vacuum	\$ 215.00	Hr
OP WB OT	Operator & Waterblaster	\$ 225.00	Hr
OPS BUCK OT	(2) Operators & (2) Bucket Machines & (2) Support Trucks	\$ 405.00	Hr
ROLL OFF OT	Operator & Roll-Off Truck	\$ 170.00	Hr
<b>ACCESSORIES</b>			
CSE	Confined Space Equipment -Tripod, Gas Detector, Etc	\$ 200.00	Day
HOSE	6-inch Plastic Vacuum Hose - Per 100-foot roll	\$ 175.00	100'Roll
METAL FLEX	6-inch Metal Flex - per foot	\$ 20.00	Ft
NOZZLE	Hurricane Nozzle	\$ 35.00	Hr
PPE	PPE - Per Person/Per Day	\$ 40.00	Ea
	FUEL SURCHARGE	12%	
	MOBILIZATION FEE FOR OUTSIDE THE METRO AREA		

**EXHIBIT B - OPTIONAL UNIT PRICING FOR SEWER MAINTENANCE WORK ORDERS GREATER THAN 10,000 CONSECUTIVE FEET**

**Bid: EV3213**

**Project Title: Structure Cleaning and Sludge Hauling for Capital Projects**

**Proposer: ACE PIPE CLEANING INC.**

<b>Item Description:</b>	<b>Units</b>	<b>Rate</b>	<b>Minimum Requirements for Hourly Rates</b>
<b>Sewer Cleaning</b>			
Heavy Cleaning (Rights of Way)	Hours	\$200.00	One JC Cleaning Truck & One Operator - no overtime
Heavy Cleaning (Easements)	Hours	\$275.00	One JC Cleaning Truck, One Operator & One Laborer- no overtime
Mechanical Cleaning (Rights of Way)	Hours	\$440.00	One JC Cleaning Truck, Two Bucket Machines and Three Operators No overtime
Mechanical Cleaning (Easements)	Hours	\$500.00	One JC Cleaning Truck, Two Bucket Machines, Three Operators and One Laborer No overtime
<b>CCTV Inspection</b>			
<b>Full Length CCTV Inspection in Rights of Way</b>			
Sewer Size 6" to 12"	Linear Feet	\$1.80	*
Sewer Size 14" to 18"	Linear Feet	\$1.80	*
Sewer Size 21" to 24"	Linear Feet	\$1.80	*
Sewer Size 27" to 36"	Linear Feet	\$1.80	*
Sewer Size 42" to 48"	Linear Feet	\$1.80	*
<b>Full Length CCTV Inspection in Easements</b>			
Sewer Size 6" to 12"	Linear Feet	\$2.50	*
Sewer Size 14" to 18"	Linear Feet	\$2.50	*
Sewer Size 21" to 24"	Linear Feet	\$2.50	*
Sewer Size 27" to 36"	Linear Feet	\$2.50	*
Sewer Size 42" to 48"	Linear Feet	\$2.50	*
<b>Multi-Sensor, Laser &amp; Sonar Sewer Inspection</b>			
Sewer Size => 18"	Linear Feet	\$8.00	*
<b>Manhole Opening and Locating</b>			
Manhole Locate Buried Below Pavement	Each	\$440.00	FOR WORK ORDERS => 10 MANHOLES
Manhole Locate Buried Less than or equal to 12" (Right of Way)	Each	\$495.00	FOR WORK ORDERS => 10 MANHOLES
Manhole Locate Buried Less than or equal to 12" (Easement)	Each	\$550.00	FOR WORK ORDERS => 10 MANHOLES
Manhole Locate Buried Greater than to 12" (Rights of Way)	Each	\$495.00	FOR WORK ORDERS => 10 MANHOLES
Manhole Locate Buried Greater than 12" (Easement)	Each	\$600.00	FOR WORK ORDERS => 10 MANHOLES
Unsuccessful Manhole Location (Does Not Exist)	Each	\$165.00	FOR WORK ORDERS => 10 MANHOLES
Manhole Opening	Each	\$275.00	FOR WORK ORDERS => 10 MANHOLES
<b>SL RAT</b>			
SL RAT (Rights of Way)	Each	\$140.00	
SL RAT (Easement)	Each	\$193.00	
CCTV Only (No Pre-Cleaning) Inspection in Rights of Way Sewer Sizes 6-12"	hours	\$200.00	One CCTV Truck and One Operator-no overtime
CCTV Only (No Pre-Cleaning) Inspection in Easement Sewer Sizes 6-12"	hours	\$275.00	One CCTV Truck and One Operator and One Laborer-no overtime

**\* FOR WORK ORDERS GREATER THAN 10,000 FEET**

**\* BYPASS PUMPING IS NOT INCLUDED IN THIS PRICE**

**EXHIBIT C - OPTIONAL UNIT PRICING FOR WATER LINE LEAK DETECTION AND INVESTIGATIVE SERVICES**

**Bid: EV3213**

**Project Title: Structure Cleaning and Sludge Hauling for Capital Projects**

**Proposer: ACE PIPE CLEANING INC.**

<b>Item Description:</b>	<b>Units</b>	<b>Rate</b>	<b>CLARIFICATIONS</b>
<b>WATER LINE LEAK DETECTION AND INVESTIGATIVE SERVICES</b>			
LDS1000	PER HOUR	\$800.00	
INVESTIGATOR	PER HOUR	\$635.00	
ABOVE GROUND LEAK DETECTION	PER FOOT	\$0.45	FOR WORK ORDERS GREATER THAN 25,000 FEET
VALVE BOX CLEANING, & EXERCISING	PER HOUR	\$155.00	<b>INCLUDES ONE PERSON &amp; EQUIPMENT</b>
WATER MAIN & FIRE HYDRANT FLOW MEASUREMENT	PER HOUR	\$155.00	<b>INCLUDES ONE PERSON &amp; EQUIPMENT</b>
HYDRANT FLUSHING	PER HOUR	\$155.00	<b>INCLUDES ONE PERSON &amp; EQUIPMENT</b>
ADDITIONAL LABORER	PER HOUR	\$100.00	
<b>WATER LINE CLARIFICATIONS:</b>			
MECHANICAL WORK (HOT TAPS, HYDRANT CONNECTIONS, VALVE CONNECTIONS) WILL BE PROVIDED BY THE OWNER			
ACE CAN PROVIDE THESE SERVICES AS ADDITIONAL SERVICES PER NEGOTIATED PRICING.			

**Project Preparation-Water Main Inspections, KCMO Water Services**

Prior to mobilization of the field work, a site visit between KCMO Water Services staff and a representative from the Ace Pipe Cleaning project team will be scheduled to formulate the required details of the inspection plan. The purpose of this visit is to review the site conditions, the operating parameters and important information concerning the pipeline to be inspected, and the necessary coordination required for a successful leak detection and CCTV inspection.

Prior to the field inspection, APC requires the following information and/or confirmation to develop the appropriate project management and planning. Unless otherwise negotiated OWNER will provide:

- Provide 2-inch taps for direct main tool insertion inspection.
- Provide hydrant specifications, make and model, for hydrant insertion inspection.
- Provide additional information regarding the distribution system, but not limited to, plan and profile drawings, lay sheets, shop drawings, manufacturing details, details of access structures, air valves, blow-offs, and main line valves.
- Provide operating flow and pressure data for the inspection locations. The JD7 tools have optimum pipeline flow velocities and internal pressures for inspection purposes.
- Verify that any sidelines can be isolated for the inspection period to prevent the inspection equipment from navigating into the incorrect pipeline.
- Verify that there are no butterfly valves within the portion of the pipelines to be inspected.
- Provide any required legal right-of-entry on the property.
- Provide operational personnel during the inspection as necessary to provide access and pipeline operational control.
- Provide any excavation access necessary to the pipeline or operations support for things such as de-watering, excavation shore up, and/or civil activity as necessary such as tapping. APC can provide these civil works support, but this scope is not covered in this pricing proposal.
- Provide any additional staffed traffic control required in high traffic areas.

**EXHIBIT D - OPTIONAL UNIT PRICING FOR STREET SWEEPING**

**Bid: EV3213**

**Project Title: Structure Cleaning and Sludge Hauling for Capital Projects**

**Proposer: ACE PIPE CLEANING INC.**

<b>Item Description:</b>	<b>Units</b>	<b>Rate</b>
<b>STREET SWEEPING</b>		
Work Orders (200 miles or more)	per Gutter Mile	\$150.00
Work Orders (less than 200 miles)	per Gutter Mile	\$200.00

**EXHIBIT E - OPTIONAL UNIT PRICING FOR POTHOLING / HYDRO-EXCAVATION  
(LEAD SERVICE LINE INVESTIGATIONS)**

**Bid: EV3213**

**Project Title: Structure Cleaning and Sludge Hauling for Capital Projects**

**Proposer: ACE PIPE CLEANING INC.**

**MINIMUM WORK ORDER SIZE 500 PREMISES**

<b>DESCRIPTION OF WORK</b>	<b>Line Item Cost</b>
<b>Inside Inspection of Premise</b>	<b>\$130.00</b>
<b>Investigation in Grass or Granular</b>	
<b>Labor</b>	<b>\$230.00</b>
<b>Restoration - Landscaping</b>	<b>\$65.00</b>
<b>Investigation in Concrete Coupon</b>	
<b>Labor</b>	<b>\$567.00</b>
<b>Restoration - Paving</b>	<b>\$125.00</b>
<b>Investigation in w/ Concrete Replacement</b>	
<b>Labor</b>	<b>\$595.00</b>
<b>Restoration - Paving</b>	<b>\$160.00</b>
<b>Investigation in w/ Asphalt Replacement</b>	
<b>Labor</b>	<b>\$595.00</b>
<b>Restoration - Paving</b>	<b>\$160.00</b>
<b>Adder - Traffic Control (Full Lane Drop)</b>	<b>\$1,700.00</b>

**NOTES:**

Except where the OWNER elects to furnish materials for the jobs assigned to Contractor, Contractor will furnish at its expense all materials necessary for use in the job assigned to it.

Initial backfill to occur immediately after investigation is complete.

Scenarios assume labor & material, paving and restoration are included in a lump sum bid. If restoration exceeds expectations based on municipality requirements, approval must be received from OWNER to perform work and bill on a T&M basis for additional restoration cost.

OWNER will provide all necessary water and hydrant permits for hydro-excavation.

# APC EQUIPMENT LIST

5/5/2022

EQUIPMENT DESCRIPTION		UNIT NO.	YEAR	MAKE	MODEL
GUZZLER		G164	2005	INTERNATIONAL	TRUCK
GUZZLER	27" ACE BLOWER	G194	2006	INTL	TRUCK
GUZZLER	80 GPM PTO	H147	1992	WHITE GMC	TRUCK
CLEAN EARTH	80 GPM PTO	H150	1993	GMC	TRUCK
CLEAN EARTH	80 GPM PTO	H154	1996	GMC	TRUCK
CLEAN EARTH		H155	1996	GMC	TRUCK
CLEAN EARTH	80 GPM PTO	H157	1998	GMC	TRUCK
CLEAN EARTH	80 GPM PTO	H162	2000	GMC	TRUCK
CLEAN EARTH	80 GPM PTO	H171	2004	GMC	TRUCK
VACTOR	80 GPM PTO	H177	2009	INTL	TRUCK
VACTOR		H181	2010	INTERNATIONAL	TRUCK
VACTOR	80 GPM PTO	H182	2009	INTL	TRUCK
VC EXPRESS	80 GPM PTO	H186	2006	INTL	TRUCK
SEWER DUCK	80 GPM AUX ENG	H188	2005	INTL	TRUCK
GPM	80 GPM PTO	H190	2013	AUTOCAR	TRUCK
GPM SEWERDUCK	80 GPM	H194	2014	FREIGHTLINER	TRUCK
GPM SEWERDUCK	1500-80-20	H198	2015	FREIGHTLINER	TRUCK
GPM SEWERDUCK	1500-80-20	H199	2015	FREIGHTLINER	TRUCK
GPM SEWERDUCK	80 GPM AUX ENG	H206	2018	FREIGHTLINER	TRUCK
GPM SEWERDUCK	80 GPM AUS ENG	H207	2018	FREIGHTLINER	TRUCK
ALLJETVAC	AJ16	H216	2020	FREIGHTLINER	TRUCK
CLEAN EARTH	80 GPM JC standard	JC136	1999	VOLVO	TRUCK
CLEAN EARTH	80 GPM JC standard	JC160	2003	VOLVO	TRUCK
CLEAN EARTH	80 GPM JC standard	JC167	2003	VOLVO	TRUCK
CLEAN EARTH	80 GPM JC standard	JC168	2003	VOLVO	TRK
VACTOR	80 GPM JC standard	JC211	2005	IH	TRK
VACTOR	80 GPM JC standard	JC221	2006	IH	TRK
VACTOR	80 GPM JC standard	JC229	2006	IH	TRUCK
VACTOR	80 GPM JC standard	JC262	2001	STERLING	TRUCK
VACTOR	80 GPM JC standard	JC264	2002	INTL	TRUCK
VACALL	80 GPM JC standard	JC288	2009	STERLING	TRUCK
CLEAN EARTH	80 GPM JC standard	JC296	2005	INTL	TRUCK
CLEAN EARTH	80 GPM JC standard	JC297	2005	INTL	TRUCK
ALLJETVAC	80 GPM JC standard	JC306	2009	STERLING	TRUCK
ALLJETVAC	80 GPM JC standard	JC307	2011	INTL	TRUCK
ALLJETVAC	80 GPM JC standard	JC313	2006	INTL	TRUCK
ALLJETVAC	80 GPM JC standard	JC314	2005	INTERNATIONAL	TRUCK
VACALL	AJV1215	JC317	2014	FREIGHTLINER	TRUCK
VACALL	AJV1215	JC319	2014	FREIGHTLINER	TRUCK
VACALL	AJV1015	JC330	2015	FREIGHTLINER	TRUCK
VACALL	AJV1215	JC336	2015	WESTERN STAR GL	TRUCK
VACALL	AJV1215	JC337	2015	WESTERN STAR GL	TRUCK
VACALL	AJV1015	JC360	2016	WESTERN STAR GL	TRUCK
ALLJETVAC		JC361	2016	FREIGHTLINER	TRUCK
VACALL	AJV1215	JC401	2014	FREIGHTLINER	TRUCK
VACALL	AJV1215	JC423	2014	FREIGHTLINER	TRUCK
VACALL	AJV1215	JC424	2014	FREIGHTLINER	TRUCK
VACALL	AJV1215	JC430	2020	WESTERN STAR GL	TRUCK
VACALL	AJVR812	JC439	2020	FREIGHTLINER	TRUCK
GPM SEWERDUCK	1500-170-2000	JJ212	1999	VOLVO	TRUCK
CLEAN EARTH	170 GPM JJC other	JJC149	2000	VOLVO	TRUCK
CLEAN EARTH	120 GPM JJC other	JJC214	2005	INTL	TRK
SUPERVAC	120 GPM JJC Supervac	JJC280	2010	AUTOCAR	TRUCK
SUPERVAC	120 GPM JJC Supervac	JJC325	2015	FREIGHTLINER	TRUCK
VACALL	AJV1215	JJC421	2020	WESTERN STAR	TRUCK

# APC EQUIPMENT LIST

5/5/2022

EQUIPMENT DESCRIPTION	UNIT NO.	YEAR	MAKE	MODEL	
	ROLL OFF UNIT	R04	2006	KENWORTH T800	ROLL-OFF
	ROLL OFF UNIT	R05	2019	FREIGHTLINER	ROLL-OFF
	RECYCLER 316	RCY363	2016	KENWORTH T800	TRUCK
	RECYCLER	RCY373	2017	WESTERN STAR GL	TRUCK
CLEAN EARTH	80 GPM JC standard	RCY377	2002	VOLVO	TRUCK
AJVR1015	87 GPM RECYCLER	RCY389	2017	WESTERN STAR GL	TRUCK
AJVR1015	87 GPM RECYCLER	RCY390	2017	WESTERN STAR GL	TRUCK
AJVR1015	87 GPM RECYCLER	RCY391	2017	WESTERN STAR GL	TRUCK
CLEAN EARTH	80 GPM SJC	SJC117	1997	VOLVO	TRUCK
		SJC130	1999	VOLVO	TRUCK
	CCTV PEARPOINT	SP01	1999	GMC	VAN
ELGIN EAGLE	STREET SWEEPER	SS44	2015	FREIGHTLINER	TRUCK
ELGIN EAGLE	STREET SWEEPER	SS45	2007	STERLING	TRUCK
ELGIN EAGLE	STREET SWEEPER	SS51	2016	FREIGHTLINER	TRUCK
SAFEVAC		SV100	1996	VOLVO	TRUCK
VACALL	AVRB-18	SV108	1997	VOLVO	TRUCK
VACALL	AVRB-18	SV121	1999	VOLVO	TRUCK
	TRACTOR	TR1	2007	VOLVO	TRUCK
	TRACTOR	TR2	2007	VOLVO	TRUCK
	TRACTOR	TR3	2005	FREIGHTLINER	TRUCK
	TRACTOR	TR4	2005	FREIGHTLINER	TRUCK
ARIES	TV STANDARD	TV118	2005	CHEV	VAN
		TV120	2005	CHEV CUTAWAY	TRUCK
		TV128	2005	CHEV	BOX TRK
ARIES	TV STANDARD	TV172	2009	CHEV	VAN
		TV173	2009	CHEV	BOX TRK
CUES	TV STANDARD	TV188	2010	MERCEDES	VAN
CUES	TV LATERAL LAUNCH	TV196	2012	INTL	VAN
CUES	TV STANDARD	TV199	2007	INTL	TRUCK
CUES	TV STANDARD	TV202	2007	INTL	TRUCK
CUES	TV STANDARD	TV203	2007	INTL 4200LP	TRUCK
ROB PIPE	CCTV/Sonar	TV207	2005	GMC T-7500	TRUCK
REDZONE/CUES	CCTV/ Sonar Mid Dia	TV219	2014	FORD F550	TRUCK
MIDWEST VAC	PANORAMO	TV220	2014	MERCEDES	VAN
ARIES	TV STANDARD	TV222	2014	FORD F450	TRUCK
RAUSCH	LASER/LATERAL	TV239	2015	MERCEDES	VAN
		TV240	2015	FREIGHTLINER	BOX TRK
MIDWEST VAC	TV LAT LAUNCH IBAK	TV245	2015	FORD TRANSIT	TRUCK
		TV248	2006	FREIGHTLINER	TRUCK
ENVIROSIGHT	ROVVER X 300M	TV256	2013	NISSAN	VAN
		TV264	2011	FREIGHTLINER	BOX TRK
ENVIROSIGHT	ROVVER X	TV268	2017	FORD	VAN
ENVIROSIGHT	ROVVER X	TV269	2017	FORD	VAN
ENVIROSIGHT	ROVVER X	TV275	2017	FORD	VAN
AIRES	TV STANDARD	TV293	2003	FORD	VAN
		TV303	1999	FORD E450 CUTAWAY	VAN
		TV304	2001	INTL 4700	
		TV305	2002	FORD E450 CUTAWAY	VAN
		TV311	2019	CHEV 5500HD	
		TV312	2019	CHEV 5500HD	
VACALL		V214	2009	STERLING	TRUCK
ALLVAC	VACALL AVRB-18	V223	2002	VOLVO	TRK
PRESVAC	VTMed 3000 gal	VT 71	2003	VOLVO	TRUCK
PRESVAC	VTMed 3000 gal	VT103	2006	INTL	TRUCK
VACCON	VTMed 3000 gal	VT106	2009	INTL	TRUCK



**APC EQUIPMENT LIST**

5/5/2022

EQUIPMENT DESCRIPTION		UNIT NO.	YEAR	MAKE	MODEL
PRESVAC		VT117	2012	INTERNATIONAL	TRUCK
PRESVAC	VTMed 3200 gal	VT125	2016	FREIGHTLINER	TRUCK
PRESVAC	VTMed 3200 gal	VT126	2016	FREIGHTLINER	TRUCK
		VT128	1994	WHITE GMC	TRUCK
		VV53	2005	FORD	TRUCK
CUES	GROUT TRK	VV64	2015	FREIGHTLINER	TRUCK
	GROUT/CCTV	VV79	2020	FREIGHTLINER	TRUCK
JETSTREAM	WB PUMP HP 380/450	WB115	1997	INTL 4700	TRUCK
JETSTREAM	WB PUMP HP 380/450	WB116	1998	GMC	TRUCK
		WBT1	1996	GMC	TRUCK
JD7	JD7 INVESTIGATOR	WI101	2016	MERCEDES	VAN
	TV - ATV MOUNTED	TV129	2005	POLARIS	ATV
CUES	TV - ATV MOUNTED	TV213	2013	POLARIS RANGER	ATV
ARIES	TV - ATV MOUNTED	TV241	2012	KAWASAKI MULE	ATV
ARIES	TV - ATV MOUNTED	TV242	2013	KAWASAKI MULE	ATV
MIDWEST VAC	PANORAMO SI	TV243	2015	POLARIS RANGER	ATV
	TV - ATV MOUNTED	TV266	2016	POLARIS 6X6	ATV
MIDWEST VAC	PANORAMO SI MH	TV274	2018	POLARIS	ATV
MS-101 FLYEYE	TRAILER MOUNTED	MS-101 T-41	2015	BIG TEX	TRAILER
MS-102 FLYEYE	TRAILER MOUNTED	MS-102 T-42	2015	SURE-TRAC	TRAILER
MS-103 FLY EYE - CUES	TRAILER MOUNTED	MS-103 TV277		CUES TRAILER	TRAILER
	PULL CEMENT EQUIP	POL-1	2018	2018 POLARIS	ATV
	PULL CIPP EQP/MAT	POL-2	2018	2018 POLARIS	ATV
RNGR1KFSPS	GENERAL USE	POL-3	2020	2020 POLARIS	ATV
Mdl R21TAE99A1 999 cc	GENERAL USE	POL-4	2021	2021 POLARIS	ATV
SEWER EQUIP OF AMER		TJ8	2015	TRAILER JETTER	
SEWER EQUIP OF AMER		TJ3	2012	TRAILER JETTER	
SEWER EQUIP OF AMER		TJ4	213	TRAILER JETTER	
NLB		TJ5	2014	TRAILER JETTER	
SEWER EQUIP OF AMER		TJ6	2008	TRAILER JETTER	
SEWER EQUIP OF AMER		TJ7	2008	TRAILER JETTER	
SEWER EQUIP OF AMER		TJ9	2015	TRAILER JETTER	
EASEMENT MACHINE		EM3	2007	NMI	
EASEMENT MACHINE		EM4	2008	NMI	
EASEMENT MACHINE W/REEL (prev ER5)		EM5	2017	KUBOTA	
EASEMENT MACHINE		EM6	2008		TRLR
EASEMENT MACHINE W/REEL		ER1	1999	SECA	
EASEMENT MACHINE W/REEL		ER2	2005		
EASEMENT MACHINE W/REEL		ER3			
EASEMENT MACHINE W/REEL		ER4			
SEWER EQUIP OF AMER		HT1	2008	TRAILER JETTER	
HARBIN TRAILER JETTER			2012	HARBIN	
HARBIN TRAILER JETTER		HT2			
BUCKET MACHINE		B 25		4 CYL RMF	
BUCKET MACHINE		B 26	1970	4 CYL RMF	
BUCKET MACHINE		B 27			
BUCKET MACHINE		B 39			
BUCKET MACHINE		B 40	1971	4 CYL RMF	
BUCKET MACHINE		B 41	1971	4 CYL RMF	
BUCKET MACHINE		B 42		4 CYL RMF	
BUCKET MACHINE		B 43	1972	4 CYL RMF	
BUCKET MACHINE		B 44	1972	4 CYL RMF	
BUCKET MACHINE		B 50	1972	4 CYL RMF	
BUCKET MACHINE		B 51			
BUCKET MACHINE		B102			

# APC EQUIPMENT LIST

5/5/2022

EQUIPMENT DESCRIPTION	UNIT NO.	YEAR	MAKE	MODEL
BUCKET MACHINE	B104		4 CYL RMF	
BUCKET MACHINE	B105			
BUCKET MACHINE	B106			
BUCKET MACHINE	B109	2005	SEWER EQUIP	
BUCKET MACHINE	B110	2005	SEWER EQUIP	
CASE TRACTOR	CTR-1			
CASE IH 215	CTR-2			
CASE IH 210	CTR-3			
CASE IH 330	CTR-4			
CASE IH 55A	CTR-5			
MAROOKA MST-800				

# **TAB 3**

## **Qualifications**





**Steve  
Hontz**  
President

Steve Hontz is the President of Ace Pipe Cleaning, Inc. (APC) and has 30 years of experience in the Environmental Maintenance Industry. He is currently responsible for offices located in Kansas City, MO - Fort Worth, TX - San Antonio, TX - Nashville, TN - St. Louis, MO and Hayden, AZ.

Mr. Hontz has been the lead Project Manager for multiple large projects. He is well versed in all aspects of wastewater infrastructure maintenance and has extensive experience presenting recommendations to municipalities throughout the region. In addition to the analysis that Steve can provide, he is also capable of interacting with field operations via training and hands-on demonstrations.

**Years of Experience: 28**

**Certifications:**

- Class A Wastewater Collection System Operator -2002
- NASSCO Pipeline Assessment and Certification Program (PACP) #U-007-088 April 2002
- 40 Hour Hazardous Waste Operator

**Project Experience Summary:**

**Industrial High CFM Vacuuming & Power Rodding EV1314, EV2359 and EV2960**

**Kansas City Water Services**

*President*

- **Contract Value:** \$7M per year
- **Contract Period:** 2011 to Present

**SEWER REHABILITATION SERVICES – TERM & SUPPLY**

**Owner:** City of Columbia, MO.

**Contract Value:** \$3,730,359.69 Annually

**Term:** 2012 to Present

**Contact:** Nate Runyan – 573-441-5482

**Scope:** 56,526 LF of 6”-21” CIPP Lining of Sanitary Sewer, 322 Lateral Connections Repairs, 3,525 LF of lateral lining, 60, 10-foot CIPP Point Repairs, 40 Cleanouts, 50 Open Cut Point Repairs, 10,216 LF of 6-8” Structural CIPP Repairs, 362 LF of Storm CIPP Repair, 2,531 LF of Manhole Lining, 286 CIP Chimney Liners, 132 Epoxy Chimney Liners, 7 Manhole Replacements

**CCTV & PHYSICAL INSPECTION OF SEWERS**

**Owner:** Metropolitan Sewer District (MSD) of St. Louis, MO.

**Term:** 2003 to Present

**Scope:** Since 2003, Steve has been the lead Project Manager for three large multi-year Clean and CCTV projects for MSD of St. Louis, MO. The sewer lines vary in size from 6-inch pipe to 20-foot tunnels. Over the past 10 years, Steve has supervised and tracked approximately 11 million feet of sewer cleaning and 3.5 million feet of CCTV inspections

**INTERCEPTOR CONDITION ASSESSMENT PROGRAM**

**Contract:** Large Diameter Sanitary Sewer CCTV, Sonar and Laser Inspection

**Owner:** City of Fort Worth, TX.

**Term:** 2009 to Present

**Scope:** Steve is the lead manager for this three-year roll-over project that involves approximately 270,000 feet of HD CCTV inspection, Laser Profile and/or Sonar Inspection of 15” to 72” sewers and siphons per year.



## **Brian Carpenter**

### **Project Manager**

6601 Universal Avenue  
Kansas City, MO 64120  
[bcarpenter@acepipe.com](mailto:bcarpenter@acepipe.com)

**Years of Experience: 18**

#### **Certifications:**

- Hazardous Waste Operator
- 10 Hour OSHA
- Confined Space Awareness
- Hazardous Communication
- Respiration Protection
- Fall Protection
- Personal Protective Equipment
- Lock Out Tag Out
- Speed and Space Management
- MSDS: Chemical Safety
- Hearing Conservation

#### **Project Experience Summary:**

### **Industrial High CFM Vacuuming & Power Rodding EV1314, EV2359 and EV2960**

#### **Kansas City Water Services**

##### *Project Manager*

For 12 years, Brian has been the lead Project Manager on this maintenance project. He coordinates and schedules various large and small projects as needed at the various Wastewater Treatment Plants in Kansas City, MO. This project requires that the crews arrive on time with the proper equipment and safety supplies. Brian makes sure that this happens every time a call comes in.

- **Contract Value:** \$7M per year
- **Contract Period:** 2011 to Present

### **City Wide Hydrant Maintenance and Inspection**

#### **Kansas City Water Services**

##### *Project Manager*

For 11 years, Brian was the lead technician and Project Manager in rebuilding and replacing approximately 700 fire hydrants throughout the city of Kansas City, MO each year. This required coordination of field technicians and WBE participants as well as daily progress tracking and utilizing specific equipment and tools per the requirements of the contract.

- **Contract Value:** \$1M per year
- **Contract Period:** 2005-2016

### **FY2006 Sewer Line Repairs Contract #909**

#### **Kansas City Water Services**

##### *Project Manager*

For 2 years, Brian was the Project Manager for this City Wide Emergency Sewer Line Repair project in Kansas City, MO

- **Contract Value:** \$1M
- **Contract Period:** 2006-2008



## Mark Calvert Operations Manager

Mark is responsible for supervising all phases of field inspection projects and is responsible for over site and training for all field technicians. Mark has extensive experience working on Sanitary Sewer Evaluation Study projects throughout the United States.

**Years of Experience: 30**

### Certifications:

- NASSCO Pipeline Assessment Certified Inspection Trainer
- 40 hour Hazardous Waste Operator
- 10 hour OSHA
- AED Trained
- Medical Services First Aid
- CPR
- Confined Space Awareness

## Project Experience Summary:

### City of Kansas City, MO, Kansas City, MO

#### **City Wide Clean & TV for Overflow Control Program**

##### **Project 60810049 Contract 1277**

APC was the Prime Contractor on this project which started in July of 2016. APC was awarded Phase 2 of this project in 2018 and it is currently under contract. Two Subcontractors (MBE and WBE) assist the team and provide daily crews for cleaning, televising and data review as well as manhole opening and locating. Project scope includes Cleaning of 6-72" Combined Sewer and PACP CCTV of 6-72" Combined Sewer (Priced per LF). IT Pipes and ESRI software is used and data is submitted per the contract milestones.

**Contract Value: \$3M**

**Contract Period: 2016-Present**

### Little Blue Valley Sewer District

#### **Sanitary Sewer Televised Inspection Services – Phase 1 & 2**

Scope Included: CCTV Inspection of various size sanitary sewer lines.

**Contract Period: 2018-2021**

### Insituform Technologies USA, Springfield, MO

#### **Sanitary Sewer Overflow Control Program Group 4 & 5 Public Sewer Rehabilitation**

Ace Pipe Cleaning acting as a subcontractor on this project is performing CIPP preparatory sewer line cleaning, television inspection, active lateral verification, pipe length and diameter measurements, and protruding tap removal as well as pressure testing and grouting of sewer pipe joints.

**Contract Value: \$1.3M**

**Contract Period: 2018-Present**

### St. Louis Metropolitan Sewer District, St. Louis, MO

#### **CCTV & Physical Inspection of Large Diameter Sewers**

APC is the prime contractor and is currently working on this contract and we have been the low bidder since 2004. Under this contract, we are cleaning and televising various shapes and sizes of sewers, from as small as 6" round sewer laterals and mains to horseshoe sewers, egg shaped sewers, and arch sewers up to 198". We are using cleaning techniques, such as band cutting, to remove heavy roots from 30" round lines and chain knockers to remove roots, debris, and protruding taps from various sizes of round sewer. APC has cleaned and televised 295,000 feet of 6-inch to Greater than 48-inch sewer to date. We have performed 12,386 feet of Multi-Sensor Inspection to date. (Priced per LF and hourly rates) Two Subcontractors (MBE and WBE) assist the team by providing condition and action reports from our data to help the city maintain an operational system.

**Contract Value: \$3M (per year)**

**Contract Period: 2021-Present**



## Chad Siegfried Safety Manager

Mr. Siegfried has proven ability to design, direct and implement effective safety programs. He has demonstrated experience in monitoring projects for adherence to OSHA guidelines by overseeing inspections, recommending corrective measures and preparing for OSHA safety audits and investigations. He is responsible for the safety training of 250 Ace Pipe employees and oversight of all safety procedures on Ace projects. Chad has been actively involved with overseeing projects in St. Louis, MO, Kansas City, MO, Memphis TN, Hayden, AZ and San Antonio, TX. Certifications Include: OSHA 10 General Industry Safety Awareness, Trenching and Excavating Safety, OSHA 511, OSHA 30 Construction Safety, Confined Space Rescue, OSHA 7505 and Competent Person Scaffolding.

**Years of Experience:** 7

### Certifications:

- OSHA 10
- OSHA 30
- OSHA 511
- OSHA 575
- Trenching and Excavating
- Confined Space Rescue
- Competent Person Scaffolding

## Project Experience Summary:

### Industrial High CFM Vacuuming & Power Rodding EV1314, EV2359 and EV2960

Kansas City Water Services  
Safety Manager

- Contract Value: \$7M per year
- Contract Period: 2011 to Present

### Partial Project Experience Listing

- Sewer Rehabilitation Services, Term & Supply – Columbia, MO
- Evaluation & Rehabilitation 2018 & 2019 – Joplin, MO
- Fort Riley VC/AC Replace/Slip-Lining (MH Rehab) for SAK – Fort Riley, KS
- Physical Inspection & CCTV Services – St Louis, MO
- Sewer Maintenance and Trash Trap Cleaning Services – City of Nashville, TN
- Beck Street Trunk Line – Multi-Sensor Inspection - Salt Lake City, UT
- WRA Collection System Televising 2017 – City of Des Moines, IA
- Siphon Cleaning and Multi-Sensor Inspection – City of Laredo, TX
- SAWS 16-16138 Large Diameter Cleaning and CCTV – San Antonio Water System

### Metro Water Services, Nashville, TN

#### **“Sewer Inspection for CAP/ER – RFP 22/2021”**

Ace Pipe Cleaning, acting as the Prime contractor, currently holds a 5 year contract performing maintenance work for Metro Water Services. APC has performed several million Feet of Cleaning and Inspections including the use of the SL-Rat. APC utilizes ArcView for Map Corrections, G.I.S. GPS, NASSCO field data Integration-Hanson with MMS.

Contract Value: \$25M

Contract Period: 2020 – Present

Contact: Matt Lott, Project Manager [matt.lott@nashville.gov](mailto:matt.lott@nashville.gov) (615) 862-4840

Address: 1450 Lebanon Pike, Bldg A, Nashville, TN 37210



## **Don Uberroth**

**Executive Vice President**

Mr. Uberroth has been with Ace since 2010 and is currently overseeing all divisions of the operations including Kansas City, St. Louis, Nashville, Memphis, San Antonio, Fort Worth/Dallas and Corpus Christi. There are approximately 40 to 50 crews working daily in the Midwest Region.

**Years of Experience: 13**

### **Certifications:**

- 10 Hour OSHA
- PACP/MACP/LACP Certified

### **Project Experience Summary:**

Mr. Uberroth has been with Ace since 2010 and is currently overseeing all divisions of the operations including Kansas City, St. Louis, Nashville, San Antonio, Fort Worth/Dallas and Corpus Christi. There are approximately 40 to 50 crews working daily in the Midwest Region.

### **Project Experience – Partial Listing**

- 1277 City Wide Sewer Line Cleaning, CCTV Inspection and Manhole Locating and Opening for Over Flow Control Program Projects – Kansas City Water Services
- EV2359 Sewer System Maintenance and Sludge Hauling Wastewater – Kansas City Water Services
- City of Nashville Metro Water Services “EP2010NF0044 - SEWER INSPECTION & CLEANING- LARGE DIAMETER
- San Antonio Water Systems, Annual Contracts for Small and Large Diameter Cleaning and Inspection Work
- WRA Collection System Televising 2017 – City of Des Moines, IA
- Interceptor Condition Assessment Program Contract: Large Diameter Sanitary Sewer CCTV, Sonar and Laser Inspection – City of Fort Worth, Texas
- CCTV & Physical Inspection of Sewers – St. Louis, Missouri Metropolitan Sewer District





**Luman Holloway**  
**Ace Pipe Cleaning, Inc.**  
**, United States**

**Certification Type: PACP | LACP | MACP**

Certification Number: U-0718-0703002484

Original Certification Date: 7/23/2018

Expiration Date: 8/11/2024

**Robert Hickson**  
**Ace Pipe Cleaning, Inc.**

**Certification Type: PACP | LACP | MACP**

Certification Number: U-0221-704R0465

Original Certification Date: 2/18/2021

Expiration Date: 2/18/2024

**James Smith**

**Ace Pipe Cleaning, Inc.**

**Kansas City, Missouri 64120, United States**

**Certification Type: PACP | LACP | MACP**

Certification Number: U-314-06020875

Original Certification Date: 3/25/2014

Expiration Date: 4/5/2025

**Shane meirath**  
**Ace Pipe Cleaning, Inc.**

**Certification Type: PACP | LACP | MACP**

Certification Number: U-0520-70309412

Original Certification Date: 5/5/2020

Expiration Date: 5/5/2024



# CERTIFICATE OF COMPLETION

PROUDLY PRESENTED TO

**Mark Calvert**



Certification Number: U-210-015

Expiration Date: 3/28/2025

*Sheila Joy*

Sheila Joy  
Executive Director



Note: The individual is not an employee or partner of NASSCO. The individual acknowledges and agrees that NASSCO does not supervise or control the individual and that NASSCO shall not be responsible for any acts or omissions of the individual.

**TAB 4**  
**HRD FORMS**



**AFFIDAVIT OF INTENDED UTILIZATION**

*(This Form must be submitted with your Bid/Proposal)*

EV3213 Structure Cleaning & Sludge Hauling for Capital Projects  
(Department Project)

Ace Pipe Cleaning, Inc.  
(Bidder/Proposer)

STATE OF Missouri )  
 ) ss  
COUNTY OF Jackson )

I, Bruce Vantne, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the Civil Rights & Equal Opportunity Department's submittal requirements in the bid/proposal specifications on the above project and is given on behalf of the Bidder/Proposer listed below.

2. Bidder/Proposer assures that it presently intends to utilize the following MBE/WBE participation in the above project if awarded the Contract:

**PROJECT GOALS:** 11 % MBE 11 % WBE  
**BIDDER/PROPOSER PARTICIPATION:** 11 % MBE 11 % WBE

3. To the best of Bidder's/Proposer's knowledge, the following are the names of certified MBEs or WBEs with whom Bidder/Proposer, or Bidder's/Proposer's subcontractors, presently intend to contract if awarded the Contract on the above project: *(All firms must currently be certified by Kansas City, Missouri Dept. Of Civil Rights & Equal Opportunity)*

a. Name of M/WBE Firm Elite Root Control  
Address 1000 Progress Street, Liberty, MO 64068  
Telephone No. 816-923-1744  
I.R.S. No. 45-4702859  
Area/Scope of work Cleaning and Sludge Hauling  
Subcontract amount 11% of Awarded Contract

b. Name of M/WBE Firm She Digs It LLC  
Address 600 SE Central Dr., Blue Springs, MO 64014  
Telephone No. 816-295-1100  
I.R.S. No. 45-5420688  
Area/Scope of work Cleaning and Sludge Hauling  
Subcontract amount 11% of Awarded Contract

c. Name of M/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
I.R.S. No. \_\_\_\_\_  
Area/Scope of work \_\_\_\_\_  
Subcontract amount \_\_\_\_\_





(List additional MBE/WBEs, if any, on additional pages and attach to this form)

4. Bidder/Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the **Contractor Utilization Plan/Request for Waiver (CREO KC 08)**.
5. Bidder/Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this bid/proposal non-responsive if Bidder/Proposer fails to establish good faith efforts towards meeting the goals as set forth in the CREO KC Forms and Instructions.
6. If applicable, Bidder/Proposer assures that it will meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with City, or request a waiver of the goals. **NOTE: This paragraph is applicable ONLY if you are submitting a bid/proposal on a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00.**
7. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

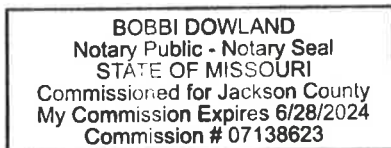
Secretary/Treasurer \_\_\_\_\_ of Ace Pipe Cleaning, Inc. \_\_\_\_\_  
(Title) (Name of Bidder/Proposer)

Dated: 10/3/23 \_\_\_\_\_ By: Bm Vat \_\_\_\_\_  
(Affiant)

Subscribed and sworn to before me this 3rd day of October, 2023.

My Commission Expires: 6/28/24 \_\_\_\_\_

Bobbi Dowland  
Notary Public





# LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	<input checked="" type="checkbox"/>
Updated LOI:	<input type="checkbox"/>

Project Name/Title Structure Cleaning & Sludge Hauling for Capital Projects

Project Location/Number EV3213

**PART I:** Prime Contractor Ace Pipe Cleaning, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor She Digs It LLC who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]  
Structure Cleaning and Sludge Hauling

for an estimated amount of \$ \_\_\_\_\_ (or 11 % of the total estimated contract value.)

- M/W/DBE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
  - Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
  - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

**PART 2:** This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
  - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Street number and name

City, State and Zip Code

Primary contact: \_\_\_\_\_

Name

Phone

a) This subcontractor is (select one):  MBE  WBE  DBE  N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_



**PART 3:**

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);  
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Ace Pipe Cleaning, Inc.

<u><i>Bruce Vantine</i></u> Signature: Prime Contractor	<u>Bruce Vantine</u> Print Name
<u>Secretary/Treasurer</u> Title	<u>9/14/23</u> Date

State of Missouri )

County of Jackson )

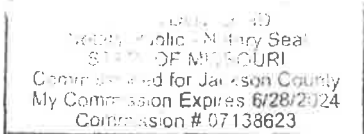
I, Bobbi Dowland, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 14th day of September, 2023

My Commission Expires: 6/28/24

*Bobbi Dowland*  
Notary Public

STAMP:



MWD BE SUBCONTRACTOR BUSINESS NAME: She Digs It LLC

<u><i>Caryl Gastner</i></u> Signature: Subcontractor	<u>Caryl Gastner</u> Print Name
<u>OPERATING MANAGER</u> Title	<u>9/15/23</u> Date

State of MO )

County of Jackson )

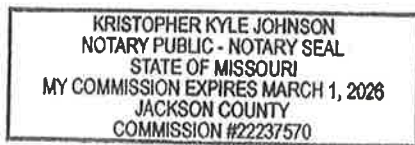
I, Kris Johnson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 15th day of September 2023

My Commission Expires: 03/01/2026

*Kris Johnson*  
Notary Public

STAMP:





# LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Structure Cleaning & Sludge Hauling for Capita Projects

Project Location/Number EV3213

**PART 1:** Prime Contractor Ace Pipe Cleaning, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor Elite Root Control who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Structure Cleaning and Sludge Hauling

for an estimated amount of \$ \_\_\_\_\_ (or 11 % of the total estimated contract value.)

- M/WBE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
  - Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
  - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

**PART 2:** This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
  - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_  
Street number and name City, State and Zip Code

Primary contact: \_\_\_\_\_  
Name Phone

- a) This subcontractor is (select one):  MBE  WBE  DBE  N/A
- i. If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.
  - ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.
- b) Scope of work to be performed: \_\_\_\_\_
- c) The dollar value of this agreement is: \_\_\_\_\_



**PART 3:**

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);  
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Ace Pipe Cleaning, Inc.

Bruce Vantine  
Signature: Prime Contractor  
Secretary/Treasurer  
Title

Bruce Vantine  
Print Name  
9/14/23  
Date

State of Missouri )

County of Jackson )

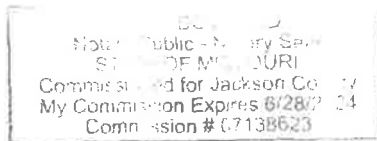
I, Bobbi Dowland state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 14th day of September, 2023

My Commission Expires: 6/28/24

Bobbi Dowland  
Notary Public

STAMP:



MWD/BE SUBCONTRACTOR BUSINESS NAME: Elite Root Control

Quentin Gardner  
Signature: Subcontractor  
CEO / President  
Title

Quentin Gardner  
Print Name  
9-18-2023  
Date

State of Missouri )

County of Jackson )

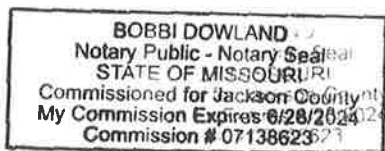
I, Bobbi Dowland state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 18th day of Sept, 2023

My Commission Expires: 6/28/24

Bobbi Dowland  
Notary Public

STAMP:





## CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number EV3213

Project Title Structure Cleaning & Sludge Hauling for Capital Projects

EV3213 Water Services  
(Department Project) Department

Ace Pipe Cleaning, Inc.  
(Bidder/Proposer)

STATE OF Missouri )  
COUNTY OF Jackson ) ss

I, Bruce Vantine, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project target goals are 11 % MBE and 11 % WBE.
3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

**BIDDER/PROPOSER PARTICIPATION:** 11 % MBE 11 %  
WBE

**POST-BID/POST-RFP ESTIMATED BUDGET:** \$ \_\_\_\_\_

4. The following are the M/WBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the M/WBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, copies of which shall collectively be deemed incorporated herein). (*All firms must currently be certified by Kansas City, Missouri*)

Name of M/WBE Firm Elite Root Control  
Address 1000 Progress Street, Liberty, MO 64068  
Telephone No. 816-923-1744  
I.R.S. No. 45-4702859



Name of M/WBE Firm She Digs It LLC  
 Address 600 SE Central, Blue Springs, MO 64014  
 Telephone No. 816-295-1100  
 I.R.S. No. 45-5420688

Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

*(List additional M/WBEs, if any, on additional page and attach to this form)*

4. The following is a breakdown of the percentage of the total contract amount that Bidder/Proposer agrees to pay to each listed M/WBE:

**MBE/WBE BREAKDOWN SHEET**

**MBE FIRMS:**

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Elite Root Control	Contractor			11.00
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



\_\_\_\_\_

**TOTAL MBE \$ / TOTAL MBE %:** \$ \_\_\_\_\_ 11.00 %

**WBE FIRMS:**

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
She Digs It LLC	Contractor			11.00
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>TOTAL WBE \$ / TOTAL WBE %:</b>		\$ _____		<u>11.00</u> %

\*“Subcontract Amount” refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract amendments and/or change orders changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Bidder/Proposer participation.

\*\*“Weighted Value” means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See CREO KC Forms and Instructions for allowable credit and special instructions for suppliers.

- 5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation



- 6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
- 7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
- 8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
- 9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

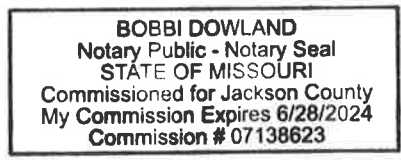
Bidder/Proposer primary contact: Bruce Vantine  
 Address: 6601 Universal Ave. Kansas City, MO 64120

Phone Number: 816-241-2891  
 Facsimile number: 816-241-5054  
 E-mail Address: bids@acepipe.com

By: *Bruce Vantine*  
 Title: Bruce Vantine, Secretary/Treasurer  
 Date: 10/3/2023  
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 3rd day of October, 2023.

My Commission Expires: 6/28/24 *Bobbi Dowland*  
 Notary Public



## TIMETABLE FOR MBE/WBE UTILIZATION

*(This form should be submitted to the City after contract award.)*

I, Bruce Vantine, acting in my capacity as Secretary/Treasurer  
*(Name) (Position with Firm)*  
of Ace Pipe Cleaning, Inc., with the submittal of this Timetable, certify that  
*(Name of Firm)*  
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

### **ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT**

*(Check one only)*

15 days	<input type="checkbox"/>	75 days	<input type="checkbox"/>	135 days	<input type="checkbox"/>
30 days	<input type="checkbox"/>	90 days	<input type="checkbox"/>	150 days	<input type="checkbox"/>
45 days	<input type="checkbox"/>	105 days	<input type="checkbox"/>	165 days	<input type="checkbox"/>
60 days	<input type="checkbox"/>	120 days	<input type="checkbox"/>	180 days	<input type="checkbox"/>
Other	<u>365 days</u> (Specify)				

Throughout \_\_\_\_\_ Beginning 1/3 \_\_\_\_\_  
Middle 1/3 \_\_\_\_\_ Final 1/3 \_\_\_\_\_ 100%  
Beginning 1/3 \_\_\_\_\_ % Middle 1/3 \_\_\_\_\_ % Final 1/3 \_\_\_\_\_ 100 %

**PLEASE NOTE:** Any changes in this timetable require approval of the Civil Rights & Equal Opportunity Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Civil Rights & Equal Opportunity Department at: (816) 513-1836.

Bruce Vantine  
*(Handwritten Signature)*

(Signature)

Secretary/Treasurer

(Position with Firm)

10/3/2023  
*(Handwritten Date)*

(Date)





Project Number-60810117  
FAC Sludge Hauling for Capital Projects

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### **CREO Document Upload:#1**

Subject: CUP/LOI Document Upload | Contract EV3213  
Initiator: Burress, Cory  
Date Created: 11.03.2023 10:14AM  
Department: Water Services

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### **Process Information**

Document Type: CUP/LOI  
Date Submitted: 11.03.2023  
Date Received: 10.05.2023  
Contract Number: EV3213  
Prime Contractor: ACE PIPE CLEANING INC  
Amount of Project: 1000000.00  
%MBE 11  
%WBE 11  
%DBE

Special Instructions:

**Civil Rights & Equal Opportunity Department**  
**Economic Equity & Inclusion**  
**Contractor Utilization Plan Approval Form**

**Date:** 11/3/2023  
**Form Prepared By:** Cory Burress

Contract/Project Number: EV3213/60810117-1702	Developer/Prime: Ace Pipe Cleaning
Project Name: Sturcture Cleaning and Sludge Hauling	Contact Information: Brian Carpenter
Final Contract Value: \$1,000,000	Address: 6601 Universal Ave. Kansas City, MO 64120

Funding:  City  State  Federal  CO-OP  Grant:  Other:  
Project Requirements:  M/WBE  DBE  Section 3  N/A  
Tax Incentive:  LCRA  TIF  PIEA  N/A  Other:  
Prevailing Wage:  Yes  No  
Davis-Bacon:  Yes  No  
Construction Employment Program:  Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.  
 No: Workforce hours are less than 800 and project cost is less than \$300,000.

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: ____%	Self-Perform: ____%
MBE: <u>11</u> %	MBE: <u>11</u> %
WBE: <u>11</u> %	WBE: <u>11</u> %
Non-certified firms: ____%	Non-certified firms: ____%

Contract Type:  
 Construction  Design-Build  Design Professional  Professional Services  
 General Service  Concession  Other Goods & Services  Non-Municipal Agency  
 Co-Operative  Revenue Sharing  Facilities Maintenance/Repair/Renovation  
 Other: EV Contract, Water Facilities

Additional Information:  
Phone: 816-241-5054  
Email: bids@acepipe.com

**This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).**

<b>FOR CIVIL RIGHTS &amp; EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:</b>			
<b>The Contractor Utilization Plan is:</b>			
<input checked="" type="checkbox"/> Approved		<input type="checkbox"/> Disapproved	
<u>11</u> % MBE	<u>11</u> % WBE	____ % DBE	
<b>The Request for Good Faith Efforts Waiver is:</b>			
<input type="checkbox"/> Approved		<input type="checkbox"/> Disapproved	<input type="checkbox"/> Not Applicable
<b>Appeal Sent to FICB or Incentive Agency?</b> <input type="checkbox"/> Yes _____ FICB _____ Incentive Agency <input type="checkbox"/> No			

CREO Signature: Mark Runge Date: 11/3/2023

<b>Comments:</b>
------------------

Contractor Utilization Plan (CUP) MUST be submitted to CREO prior to being posted on docket for review & approval from Council.



## **Inter-Departmental Communication**

Date: November 3, 2023

To: Councilman Kevin O'Neill; Chair; Transportation, Infrastructure & Operations Committee

From Jaime Guillen; Director; Civil Rights & Equal Opportunity Department

Subject: CUP Summary #:

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**CONTRACTOR:** Ace Pipe Cleaning  
Address: 6601 Universal Ave.  
Kansas City, MO 64120  
Contract # EV3213 / 6080117-1702- Structure Cleaning & Sludge Hauling for Capital Projects  
Contract Amount: \$1,000,000.00  
MBE Goal: 11%  
WBE Goal: 11%  
Total MBE Achieved: 11%  
Total WBE Achieved: 11%

### **MBE SUBCONTRACTORS:**

Name: Elite Root Control, LLC  
Address: 6220 Blue Ridge Cutoff, Suite 300  
Raytown, MO 64133  
Scope of Work: Structure Cleaning / Sludge Hauling  
Subcontract Percentage: 11%  
Ownership: Gardner, Quentin  
Structure: African-American Male Code: 15

### **WBE SUBCONTRACTORS:**

Name: She Digs It, LLC  
Address: 600 SE Central Dr.  
Blue Springs, MO 64014  
Scope of Work: Structure Cleaning / Sludge Hauling  
Subcontract Percentage: 11%  
Ownership: Gerstner, Cheryl  
Structure: Caucasian Female Code: 27

### **Comments:**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Christina Cunningham, Client Service Mgr Sr. <b>PHONE (A/C, No. Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> christina_cunningham@ajg.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER C : American Guarantee and Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Zurich Insurance Company	40142	INSURER C : American Guarantee and Liability Ins Co	26247	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> ACE PIPE CLEANING, INC. 6601 Universal Ave Kansas City, MO 64120	CAROCOR-04														

**COVERAGES**

CERTIFICATE NUMBER: 2028476265

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 9377201-20	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 9377199-20	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y	AUC 5916947-18	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 9377202-20	10/31/2023	10/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract No. EV3213 / Bid No. 60810117/1702 Structure Cleaning and Sludge Hauling for Capital Projects

City of Kansas City, MO and Design Professional are shown as Additional Insured solely with respect to General Liability on primary and non-contributory basis and Auto Liability coverage as required by written contract. A Waiver of Subrogation in favor of additional insureds is included under the General Liability, Auto Liability and Workers compensation coverages as evidenced herein as required by written contract. Umbrella Follows Form.

**CERTIFICATE HOLDER****CANCELLATION**

City of Kansas City, MO c/o General Services Procurement Division 414 E. 12th Street Kansas City MO 64106	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO9377201-20

Effective Date: 10/31/2023

This endorsement modifies insurance provided under the following:

### Commercial General Liability Coverage Part

### SCHEDULE

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION, BUT ONLY WHEN YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS AND WHERE THAT CONTRACT SPECIFICALLY REQUIRES THE ISO CG2010 10/2001 EDITION FORM OR THE EQUIVALENT OF SAME

- A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

#### 2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Additional Insured – Owners, Lessees Or Contractors – Completed Operations

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No.	GLO9377201-20	Effective Date:	10/31/2023
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This endorsement modifies insurance provided under the following:

### Commercial General Liability Coverage Part

#### SCHEDULE

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION, BUT ONLY WHEN YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS AND WHERE THAT CONTRACT SPECIFICALLY REQUIRED THE ISO CG2037 10/2001 EDITION FORM OR THE EQUIVALENT OF SAME

**Location And Description of Completed Operations:**

ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

**Additional Premium:**

Included

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Other Insurance Amendment - Primary And Non-Contributory

ZURICH)

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9377201-20	10/31/2023	10/31/2024	10/31/2023	24059000	<b>INCL</b>	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** Carylon Corporation

**Address (including ZIP Code):** 2500 Arthington; Chicago, IL 60612

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**1. The following paragraph is added to the Other Insurance Condition of Section IV - Commercial General Liability Conditions:**

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

**2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

# Coverage Extension Endorsement – Liability Only



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP9377199-20	10/31/2023	10/31/2024	10/31/2023	24059-000		

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

### D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

### E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

### F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

### G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

### H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

### I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**J. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH®

## Coverage Extension Endorsement – Liability Only

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 9377199-20	10/31/2023	10/31/2024	10/31/2023			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

### B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

### D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

### E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

### F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

### G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

### H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

### I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**J. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.





# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

11/28/2023

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>PRODUCER NAME, CONTACT PERSON AND ADDRESS</b> Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows, IL 60008		<b>PHONE (A/C, No, Ext):</b>  	<b>COMPANY NAME AND ADDRESS</b> Travelers Property Casualty Co of America One Tower Square Hartford, CT 06183	<b>NAIC NO:</b> 25674
<b>FAX (A/C, No):</b>  	<b>E-MAIL ADDRESS:</b> certrequests@ajg.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
<b>CODE:</b> <b>AGENCY CUSTOMER ID #:</b>	<b>SUB CODE:</b>	<b>POLICY TYPE</b> Package - Property & Inland Marine		
<b>NAMED INSURED AND ADDRESS</b> ACE PIPE CLEANING, INC. 6601 Universal Ave Kansas City MO 64120		<b>LOAN NUMBER</b>	<b>POLICY NUMBER</b> QT-630-1L813216-TIL-23	
<b>ADDITIONAL NAMED INSURED(S)</b> see attached		<b>EFFECTIVE DATE</b> 10/31/2023	<b>EXPIRATION DATE</b> 10/31/2024	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>				

**PROPERTY INFORMATION (ACORD 101 may be attached if more space is required)  BUILDING OR  BUSINESS PERSONAL PROPERTY**

**LOCATION / DESCRIPTION**  
 Leased or rented equipment limit: \$1,000,000 any one item | Deductible \$10,000  
 See Attached...


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>COVERAGE INFORMATION</b>		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$		DED: 10,000			
		YES	NO	N/A	
<input checked="" type="checkbox"/> BUSINESS INCOME	<input checked="" type="checkbox"/> RENTAL VALUE	X			If YES, LIMIT: 500,000 Actual Loss Sustained; # of months:
BLANKET COVERAGE				X	If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE			X		Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?				X	
IS DOMESTIC TERRORISM EXCLUDED?				X	
LIMITED FUNGUS COVERAGE		X			If YES, LIMIT: 25,000 DED: 10,000
FUNGUS EXCLUSION (If "YES", specify organization's form used)				X	
REPLACEMENT COST		X			
AGREED VALUE				X	
COINSURANCE			X		If YES, %
EQUIPMENT BREAKDOWN (If Applicable)		X			If YES, LIMIT: see below DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X			If YES, LIMIT: 250,000 DED: 10,000
- Demolition Costs		X			If YES, LIMIT: DED:
- Incr. Cost of Construction		X			If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)		X			If YES, LIMIT: Specified Locs DED:
FLOOD (If Applicable)		X			If YES, LIMIT: Specified Locs DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		X			If YES, LIMIT: Specified Locs DED:
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:				X	If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS				X	

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

<input type="checkbox"/> CONTRACT OF SALE <input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE	<b>LENDER SERVICING AGENT NAME AND ADDRESS</b>  
<b>NAME AND ADDRESS</b>  City of Kansas City, MO c/o General Services Procurement Division 414 E. 12th Street Kansas City, MO 64106		<b>AUTHORIZED REPRESENTATIVE</b> 

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## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Arthur J. Gallagher Risk Management Services, LLC		<b>NAMED INSURED</b> ACE PIPE CLEANING, INC. 6601 Universal Ave Kansas City MO 64120	
<b>POLICY NUMBER</b> QT-630-1L813216-TIL-23		<b>EFFECTIVE DATE:</b> 10/31/2023	
<b>CARRIER</b> Travelers Property Casualty Co of America	<b>NAIC CODE</b> 25674		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 28 **FORM TITLE:** EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

**REMARKS:**

RE: Contract No. EV3213 / Bid No. 60810117/1702 Structure Cleaning and Sludge Hauling for Capital Projects

**LOCATION/DESCRIPTION:**

Scheduled equipment limit: \$336,541,189 | Deductible \$10,000  
 Transportation Coverage - Motor Carrier limit: \$250,000 | Deductible \$5,000  
 Personal Property at unnamed locations limit: \$1,000,000 | Deductible \$10,000

**AFFIDAVIT**

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF Missouri )

) ss

COUNTY OF Jackson )

On this 2nd day of October, 2023, before me appeared Bruce Vantine, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Secretary/Treasurer (title) of Ace Pipe Cleaning, Inc. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. The documentation will consist of the first and last pages of the E-Verify Memorandum of Understanding that the Contractor obtained upon successfully enrolling in the program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability

for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

*Ben Vat*

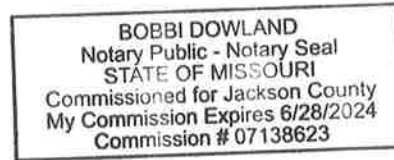
\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this 2nd day of October, 2023.

*Bobbi Dowland*

\_\_\_\_\_  
Notary Public

My Commission expires:6/28/24



**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Ace Pipe Cleaning, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 96591

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name                Sonva M Crane  
Phone Number    8162412891  
Fax                 8162415054  
Email              sonva@acepipe.com

Name                Bruce Vantine  
Phone Number    8162412891  
Fax                 8162415054  
Email              bvantine@acepipe.com

This list represents the first 20 Program Administrators listed for this company.



# AFFIDAVIT OF TRAINING PROGRAM

*This form must be submitted with 48 hours of Bid Opening*

Bidder Ace Pipe Cleaning, Inc.

Project Title and Number EV3213 Structure Cleaning & Sludge Hauling

STATE OF MISSOURI )  
 ) ss:  
COUNTY OF Jackson )

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated above (“Bidder”) and I make this affidavit on behalf of Bidder.
2. Bidder certifies that it presently participates in a training program that facilitates entry into the construction industry and which may include an on-the-job or in-house training program, further described as follows:

(attach additional pages, if necessary)

3. If requested by the City, Bidder agrees to provide City further documentation of, or other information about, this training program within 48 hours of the request.
4. Bidder acknowledges that failure to submit this form to the City within 48 hours of the Bid Opening will automatically render its bid non-responsive.

I am authorized to make this Affidavit on behalf of the Bidder named below as:

Secretary/Treasurer of Ace Pipe Cleaning, Inc,  
(Title) (Name of Bidder)

Dated: 10/3/23 By: *Bob Vart*  
(Affiant)

Subscribed and sworn to before me this 3rd day of October, 2023.

My Commission Expires: 6/28/24 *Bobbi Dowland*  
Notary Public

**BOBBI DOWLAND**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Commissioned for Jackson County  
My Commission Expires 6/28/2024  
Commission # 07138623





**CITY OF KANSAS CITY, MISSOURI**  
**PROCUREMENT SERVICES DIVISION**  
**PURCHASE ORDER**  
**STANDARD TERMS AND CONDITIONS**

1. Applicability.

- (a) These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and services ("**Services**") by the City of Kansas City, Missouri ("**City**" or "**Buyer**") from the Seller ("**Seller**" or "**Contractor**") identified in the purchase order ("**Purchase Order**"). Notwithstanding anything herein to the contrary, if a written contract is in existence between the parties covering the sale of the Goods and Services, the terms and conditions of the contract shall prevail to the extent they are inconsistent with these Terms.
- (b) The Purchase Order, together with the City's Solicitation for Goods and Services, Seller's Response to the City's Solicitation, any attachments and exhibits, specifications, scope of services, and these Purchase Order Standard Terms and Conditions (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement expressly limits City's acceptance to the terms of this Agreement and Seller's terms are specifically excluded and not part of the Agreement.
- (c) City does not have any obligation to Seller until City issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the Total PO Amount incurred in the Purchase Order.
- (d) Seller shall not provide Goods or Services in excess of the Purchase Price in the Purchase Order and Seller shall not be entitled to any payment in excess of the Total PO Amount stated in the Purchase Order.
- (e) City is not obligated to any minimum purchase or future purchase obligation under this Agreement.

2. Delivery of Goods and Performance of Services.

- (a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Agreement (the "**Delivery Date**"). If Seller fails to deliver the Goods in full on the Delivery Date, City may terminate this Agreement immediately by providing written notice to Seller and invoke any other legal or equitable remedy from Seller.

- (b) Seller shall deliver all Goods to the “Ship To” address specified in the Purchase Order (the “**Delivery Point**”) during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all Goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if Seller requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.
  - (c) Seller shall timely perform all Services in accordance with the Agreement.
  - (d) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services including all performance dates, timetables, project milestones and other requirements in this Agreement.
3. Quantity. If Seller delivers less than the quantity of Goods ordered, Buyer may reject all or accept the reduced quantity of Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
  4. Shipping Terms. Delivery shall be made F.O.B. Destination, Freight Prepaid at Seller’s expense in accordance with the Agreement. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Agreement.
  5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.
  6. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.
  7. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words “or equal” do not follow, it shall be deemed that the words “or equal” shall follow such designations unless the face hereof specifies “no substitutions”. The City may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the Seller’s expense all items that are not acceptable as equals, said items to be replaced by the Seller with satisfactory items at the original submitted price.
  8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all Goods or a sample of the Goods, and may reject all or any portion of the Goods if Buyer determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming

or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 18. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. The price of the Goods and Services is the PO Price stated in the Purchase Order (the "Price"). Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.
10. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within 30 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this Agreement. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.
11. Seller's Obligations Regarding All Services.
  - (a) Permits and Licenses. Seller shall before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary permits, licenses, and consents and comply with all relevant laws applicable to the provision of the Services.
  - (b) Qualifications to Perform Services. Seller shall insure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services.
  - (c) Employee Eligibility Verification. If the total price of all Services or combined total price of all Services exceeds \$5,000.00 in a Purchase Order, Seller shall execute and submit an affidavit, in a form prescribed by the City, affirming that Seller does not knowingly employ any person in connection with the contracted Services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Seller shall attach to the affidavit documentation sufficient to establish Seller's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986
  - (d) Payment Bond and Performance Bond.
    1. If the Agreement exceeds \$50,000.00 and the Services include the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the City, Seller shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates Performance Bond and a Payment

Bond that meets all City requirements and Section 107.170, RSMo. Seller shall comply with all requirements of Section 107.170, RSMo even if Seller fails to notify the City.

2. If the Seller is required by Section 107.170, RSMo to provide a Payment Bond, Seller shall furnish a Performance Bond and Payment Bond, to City on City furnished forms, executed by a Surety, in the amount of the Purchase Order guaranteeing Seller's faithful performance of each and every term of this Agreement and all authorized changes thereto, including those terms under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of worker required to perform under this Agreement; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo.; and guaranteeing the services and work against faulty workmanship and faulty materials.
3. All Bonds required by the Agreement to be purchased and maintained by Seller shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, to issue Bonds for the limits and coverages so required. All Bond sureties shall hold an A.M. Best rating of A-, V, or better.

## 12. Warranties.

- (a) Seller will provide Buyer with its most favorable warranty term that Seller gives to any of its customer ("Warranty Term"). Seller warrants to Buyer that for the Warranty Term that begins from the Delivery Date, all Goods will:
  - i. be free from any defects in workmanship, material and design;
  - ii. conform to applicable specifications specified by Buyer;
  - iii. be fit for their intended purpose and operate as intended;
  - iv. be merchantable;
  - v. be free and clear of all liens, security interests or other encumbrances; and
  - vi. not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer.

- (b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

- (c) The warranties set forth in this Section 12 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable Services.

13. General Indemnification.

- (a) For purposes of this Section and Section 13, the following terms shall have the meanings listed:
  - 1. "Claims" means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
  - 2. "Seller's Agents" means Seller's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
  - 3. "City" means City, its Agencies, its agents, officials, officers and employees.
- (b) Seller's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Seller is required to procure and maintain under this Agreement. Seller affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Agreement in its contract price.
- (c) Seller shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Seller or Seller's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Seller is not obligated under this Section to indemnify City for the sole negligence of City.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

14. Indemnification for Professional Negligence. If this Contract is for professional services, Seller shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Seller, its employees, agents, subcontractors, or caused by others for whom Seller is liable, in the performance of professional services under this Contract. Seller is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless City against any and all Losses arising out of or in connection with any claim that City's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without City's prior written consent.

16. Insurance.

- (a) Insurance Requirements for Goods. If the Agreement is solely for Goods and no Services, Seller shall provide insurance in accordance with the requirements of the Buyer's solicitation or Purchase Order.
- (b) Insurance Requirements for Services or Goods and Services. Seller shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Seller must have:
  - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - a. Severability of Interests Coverage applying to Additional Insureds
    - b. Contractual Liability
    - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
    - d. No Contractual Liability Limitation Endorsement
    - e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
  - 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
  - 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Seller.
  - 4. If this Contract is for professional services, Seller shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
  - 5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Seller in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including

but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Seller's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Seller in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
  - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Seller. If not covered under the Seller's liability policy, such "property" coverage of the Agency may be endorsed onto the Seller's Cyber Liability Policy as covered property as follows:
    - b. If the Seller maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- (c) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the City ten (10) days written notice of cancellation in the event that the cancellation is for Seller's nonpayment of premiums and thirty (30) days written notice of cancellation to City for all other reasons of cancellation.
- (d) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Seller shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.

- (e) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
  - (f) Regardless of any approval by City, Seller shall maintain the required insurance coverage in force at all times during the term of this Contract. Seller's failure to maintain the required insurance coverage will not relieve Seller of its contractual obligation to indemnify the City pursuant to this Section of this Contract. In the event Seller fails to maintain the required insurance coverage in effect, City may declare Seller in default.
  - (g) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.
17. Termination for Convenience. City may, at any time upon ten (10) days written notice to Seller specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for Goods and Services provided by Seller before the effective date of termination.
18. Default and Remedies.
- (a) If Seller shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Seller ten (10) days written notice and opportunity to cure such default or breach.
  - (b) If City shall be in default or breach of any provision of this Contract, Seller may terminate this Agreement or suspend Seller's performance after giving City ten (10) days written notice and opportunity to cure such default or breach.
19. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. 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.
20. Assignment and Subcontracting. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.
21. 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.

22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
23. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions that would cause the application of the laws of any jurisdiction other than those of the State of Missouri. The City and Seller:
  - (a) submit to the jurisdiction of the state and federal courts located in Jackson, County, Missouri
  - (b) waive any and all objections to jurisdiction and venue; and
  - (c) will not raise forum non conveniens as an objection to the location of any litigation.
24. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Seller at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the Seller in writing and to the City at Chief Procurement Officer, City Hall, 1<sup>st</sup> Floor, 414 E. 12th. Street, Kansas City, Missouri 64106 with a copy to: City Attorney, 23<sup>rd</sup> Floor, 414 E. 12th. Street, Kansas City, Missouri 64106. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return 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.
25. 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.
26. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Indemnification, Warranty, Governing Law and Survival.
27. Amendment and Modification. The Agreement may only be amended or modified in a writing stating specifically that it amends the Agreement and is signed by an authorized representative of each party.
28. Tax Compliance. If the City's payments to Seller exceed \$160,000.00 for the period of May 1st through April 30th, Seller shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this Contract. Seller shall also submit to the City proof

of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the Contract.

29. Records

(a) For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.
2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

(b) Seller shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Seller shall provide access to City of all Records upon ten (10) days written notice from the City.

30. Buy American Preference and Missouri Preference Polices. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

31. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

32. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, Seller certifies that Seller is not an expert witness for any party in litigation against the City at the time of the issuance of this Agreement

33. Emergencies.

- (a) "Disaster" means any large-scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, Seller shall provide special services to the City including Seller shall open Seller's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

- (c) Seller shall not charge City any fee for opening facilities during an emergency or for extending Seller's hours of operation during a disaster. City shall pay Seller the agreed upon contract prices for all purchases made by City during the disaster and Seller shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Seller shall quickly mobilize Seller's internal and external resources to assist City when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, Seller's facilities shall stay open 24 hours if requested by the City. Seller shall utilize additional Seller's personnel to take City orders if necessary. Seller's Call Center shall accept phone orders 24 hours a day.
- (f) Seller shall have contingency plans with Seller's suppliers to provide additional supplies and equipment quickly to City as needed.
- (g) Seller shall cooperate with City to properly document any and all expenses incurred by City with Seller and Seller shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

34. Clauses Applicable to Term and Supply Agreements.

- (a) "Term and Supply Agreement" means a formal contract made by the City with a supplier to purchase repetitive and estimated requirements of products or services from a supplier to be ordered and supplied as needed for a bid price over a period of time stated in the contract. The Agreement may be exclusive with one (1) Contractor or open to further competition.

- (b) Approximate Quantities. The solicitation is based on estimated quantities and it is understood that the estimates are prepared by the City for the purpose of comparison of bids, and that the estimated quantities are not guaranteed but are approximate only, and the City reserves the right to increase or decrease the actual quantities the same, or to omit any one or more items, as the Chief Procurement Officer may deem desirable.
- (c) No financial obligation shall accrue against the City until a purchase order is issued encumbering funds.
- (d) Multiyear Term and Supply Agreements and options to extend term contracts are subject to Section 35, Annual Appropriation of Funds.
- (e) Modifications to Term and Supply Agreements may be made by mutual written agreement.

35. Annual Appropriation of Funds.

- (a) Multi-year Term and Supply Agreements and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under Term and Supply Agreements and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- (b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated Term and Supply contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Chief Procurement Officer is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled Termination for Default. The City has no monetary obligations in event of termination or reduction of a Term and Supply Contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

36. Non-discrimination in Employment. Seller shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of the City Code. Seller shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

37. Ban the Box in Hiring and Promotion.
- (a) Pursuant to Section 38-104, City Code Ordinances, Seller shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
  - (b) Notwithstanding subsection (a), Seller may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
  - (c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.
38. Title VI of the Civil Rights Act of 1964
- (a) Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.
  - (b) Seller shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).
39. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Seller certifies Seller will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Seller an exemption pursuant to the Quality Services Assurance Act.
40. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Seller employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Seller certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

41. Affirmative Action. If this Contract exceeds \$300,000.00 and Seller employs fifty (50) or more people, Seller shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Seller warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Seller shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. Seller shall:
- a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Seller has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
  - b. Submit, in print or electronic format, a copy of Seller's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Seller does not possess a current certification of compliance, Seller shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
  - c. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
  - d. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Seller shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Seller fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Seller may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

42. Compliance with Laws. Seller shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
  
43. Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Seller includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Seller shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Seller shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Seller fails to notify the City. If prevailing wage is applicable, Seller agrees to provide a Payment Bond and Performance Bond in accordance with Section 11(d).