

GENERAL SERVICES CONTRACT
CONTRACT NO. 18010-4 / PROJECT NO. 60800043 – WATER TREATMENT PLANT BASIN
CLEANING, RENEWAL 4
WATER SERVICES DEPARTMENT

THIS CONTRACT is dated this 12th day of April, 2021 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and **Environmental Works, Inc.** (Contractor), whereby Contractor shall provide Water Treatment Plant Basin Cleaning services to the City in accordance with the terms and conditions contained in this contract.

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Work to be Performed. Contractor shall perform the work and supply the goods, equipment or services specified in **Attachment 1**, Specification/Scope of Work and any addenda thereto attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract.

The work to be performed under this contract shall begin on the date specified in the written Notice to Proceed issued by the Director of Water Services. The work shall be completed within 365 calendar days thereafter.

Sec. 3. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is \$686,807.13. Contractor shall provide all work at the prices contained in Contractor's Bid Form that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: **The contractor may bill the city at the completion, and acceptance of work performed, of each train (three basins per train), a total of twelve separate payments.**
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- E. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

F. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 4. Notices. All notices required by this Contract shall be in writing sent to the following:

City: Kansas City, Missouri, Department: Water Services

Director: Terry Leeds, Address: 4800 E. 63rd Street, Kansas City, MO 64130

Phone: (816) 513-0504, Facsimile: (816) 513-0185

Contractor: Environmental Works, Inc., Contractor's Legal Name: Environmental Works, Inc.

Contact: Steve Fitzgerald, Address: 1455 E. Chestnut Expressway, Springfield, MO 65802

Phone: (417) 823-9659 Facsimile: (816) 285-8409

E-mail address: sfitzgerald@environmentalworks.com

All notices are effective a)when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c)upon receipt after dispatch by registered or certified mail, postage prepaid, d)on the next business day if transmitted by overnight courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

Sec. 5. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 6. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

Sec. 7. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment 1 – Scope of Services/Site Map

Attachment 2 – Bid Form with Unit Price Form

Attachment 3 – Experience and Reference Summary

Attachment 4 – Payment Bond Form

Attachment 5 – Performance Bond Form

Attachment 6 – Tax Exemption Forms

1. 00560 Missouri Department of Revenue Form 5060 Project Exemption

2. 00560.01 KCMO Tax Exemption Certificate for City

Attachment 7 – HRD Forms

1. Contractor Utilization Plan/Request for Waiver (HRD Form 8)

2. Letter of Intent to Subcontract (HRD Form 00450.01)

3. Timetable for MBE/WBE Utilization (HRD Form 10)

4. Request for Modification or Substitution (HRD Form 11)

5. Contractors Affidavit for Final Payment (HRD Form 01290.14)

6. Subcontractors Affidavit for Final Payment (HRD Form 01290.15)

Attachment 8 – Employee Eligibility Verification Affidavit

Attachment 9 – Non-Construction Application for Payment

Sec. 8. Responsibilities of City. City shall:

1. Make the respective basin train available for cleaning.
2. Perform lock-out tag-out of equipment.
3. Owner will operate all drain valves and gates.
4. Owner to wash fiberglass wheels.
5. Inspect quality of work performed.
6. Insure availability of water used in basin washing.
7. Refill basin train.

Sec. 9. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. Contractor agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its best faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part of the Bid Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 10. Bonds and Surety. Contractor shall furnish a **Payment Bond and Performance Bond** to City on City furnished forms, executed by a Surety, in the amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto and guaranteeing the services and work against faulty workmanship and faulty materials for the period of time as prescribed by the Bond. Surety must:

- A. Be approved by City's Finance Department; and
- B. Be qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570; and
- C. Be licensed by the State of Missouri to do business in the State of Missouri; and
- D. Retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

THIS CONTRACT CONTAINS AN INDEMNIFICATION PROVISION

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify): _____

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Contractor: Environmental Works, Inc.

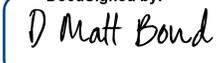
By: *ME DO*, Melissa Ireland

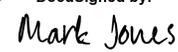
Title: Executive Vice President

Date: 2/5/2021

(Affix Corporate Seal)

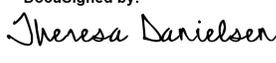
KANSAS CITY, MISSOURI

DocuSigned by:

 By: _____
44458FCE836C4D6...
 Title: Director of Water Services
 Date: 3/19/2021

Approved as to form: 
0909E44CF75D420...

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

DocuSigned by:


E0E2BF64764D4B6...
 Director of Finance
 4/12/2021
 (Date)

PART II
GENERAL SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

a. **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.

b. **Contractor's Agents** means Contractor's officers, employees, subcontractors, successors, assigns, invitees, and other agents.

c. **City** means City, its Agencies, its agents, officials, officers and employees.

B. Contractor'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 Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.

C. Contractor 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 Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor 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.

Sec. 2. Insurance.

A. Contractor 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. Contractor 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

d. No Contractual Liability Limitation Endorsement

e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:

\$500,000 disease-policy limit

\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "each accident" basis. This insurance policy will be written on a Commercial Automobile Liability 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 Contractor.

B. The Commercial General Liability Insurance 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, including completed operations, for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and

additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. 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 authorized by the State of Missouri to provide insurance in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event Contractor fails to maintain the required insurance coverage in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. 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 and by law.

Sec. 3. Bonds.

A. If the Scope of Work requires Contractor to furnish a Payment Bond and Performance Bond or Performance and Maintenance Bond (collectively hereinafter the Bonds), Contractor shall furnish such Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract. These Bonds shall remain in effect at least until one (1) year after the date when final payment of the Contract becomes due.

B. All Bonds shall be in the form prescribed by the City, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent.

C. The Surety must:

1. Be licensed by the State of Missouri to issue bonds in the State of Missouri; and
2. Retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

D. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of this Section, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 4. Independent Contractor.

Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 5. Term of Contract.

This Contract shall not be a legally binding document until the latest date that all of the following occur: (1) the Bid Form/Contract is signed by all parties; (2) the Bid Form/Contract is approved as to form by the City Law Department; (3) availability of any City funds is certified by the City's Director of Finance; and (4) if required, the effective date of any ordinance passed by the City Council or resolution passed by the Park Board. This Contract shall end one year later unless a different term of contract is specified in the Scope of Work. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

Sec. 6. Payment.

It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all provisions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

Contractor agrees that the City will not process Contractor's request for payment unless the City determines Contractor's request for payment is in proper form, correctly computed, and properly payable under the provisions of this Contract.

Contractor shall be paid monthly unless a different payment schedule is specified in the Scope of Work.

Sec. 7. Governing Law. This Contract 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. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 8. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Contract.

Sec. 9. City's Right to Terminate for Convenience.

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part.

B. If City terminates this Contract, City shall only be liable for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and direct costs incurred by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of the effective date of termination. All

work or materials prepared or obtained by Contractor pursuant to this Contract shall become City's property.

C. Contractor agrees it has no right to terminate this Contract for convenience.

Sec. 10. Default and Remedies.

If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor seven (7) days written notice and opportunity to cure such default or breach.

If City shall be in default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City fifteen (15) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver or Modification.

A. Except as specifically provided in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

B. If the City shall waive any provision of this Contract, it shall not operate as the City's waiver of the Contractor's subsequent breach or noncompliance with the provision. City shall be entitled to invoke any contractual or legal remedy available to City despite any of the City's previous waiver(s) of the Contractor's breach or noncompliance with the Contract provisions.

Sec. 12. Headings; Construction of Contract.

The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 13. Severability of Provisions.

Except as specifically provided in this Contract, all of the provisions of this Contract

shall be severable. If any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 14. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, 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. Contractor 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 Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

Sec. 15. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 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, Contractor 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. Contractor 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 3 of City's Code. Contractor shall:

1. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

2. 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.

3. 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 HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations

Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor 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.

Sec. 16. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (MBEs/WBEs) participate to the maximum extent possible in City contracts. If this Contract contained DBE or MBE and/or WBE goals, Contractor certifies that it shall implement its Contractor Utilization Plan, which is incorporated herein as part of the Bid Form/Contract. Contractor shall comply with all of the requirements imposed by the City's HRD Forms and Instructions for Non-Construction Bids and its Contractor Utilization Plan. Contractor's compliance with this Section is a material part of this Contract.

Sec. 17. Tax Compliance. If the Contract Price exceeds \$150,000.00, Contractor shall provide proof of compliance with the City's Business License and Earnings and Profits Tax ordinances (City taxes) from the City's Commissioner of Revenue. Contractor's proof of compliance with City taxes is a precondition to the City making the first payment under this Contract and any contract renewal.

Sec. 18. City's Buy American and Missouri Preference Policies. 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.

Sec. 19. Assignability & Subcontracting.

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 20. Conflicts of Interest.

Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to

perform services on behalf of Contractor in this Contract.

Sec. 21. Rules of Contract Construction.

City and Contractor agree that this Contract shall be construed without regard to any presumption or other rule requiring construction of the Contract against the party causing the contract to be drafted.

Sec. 22. Reports. Contractor shall provide City detailed reports of actual Contract usage by contract category each quarter and annually at no cost to the City.

Sec. 23. Notices. All notices required by this Contract shall be in writing sent by facsimile, regular U.S. mail, postage prepaid or commercial overnight courier to the person and address listed on the Bid Form/Contract if to the Contractor and to the City person and address listed on the Acceptance of Bid portion of the Bid Form/Contract. All notices are effective on the date facsimiled, mailed or deposited with courier.

Sec. 24. Extension of Contract Term. City shall have a unilateral right to extend the term of this Contract beyond the expiration of the initial contract term and all contract renewal terms until the City has executed a new contract.

Section 25. Employee Eligibility Verification.

If this contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor 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).

Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation 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 authorized by the United States Department of Homeland Security to verify

information of newly hired employees, under the Immigration Reform and Control Act of 1986.

Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_118522_1678150shtm . For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling ion the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Sec. 26. Quality Services Assurance Act.

If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

Sec. 27. Anti-Discrimination Against

Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor 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.

The treatment facility consists of six individual treatment “trains”, four (Trains 1 through 4) of which (Primary, Secondary and Final Basins) are all identical in size; while, treatment train Nos. 5 & 6 are of larger volume and size. (See the map that is part of this attachment.)

SCOPE of SERVICES

Primary Basins

Wash down all walls and floor to bare concrete.

Wash all mechanical equipment down to the protective coating and remove all lime residuals.

Wash floor and walls of weir troughs to bare concrete.

Metal “V-notch” weirs shall be cleaned to protective coating.

Wash down fiberglass baffle walls.

Flush all debris down the basin drains. Debris needs to be no greater than 2 inches.

Primary Flumes

Wash walls and floors to bare concrete for entire length of the troughs to the flume tunnel entrances. (At this location, debris is normally bucketed out with baskets or other method.) Care must be taken to not damage the joint coatings.

Secondary Flumes (TUNNELS)

Wash walls and floors to bare concrete. Flush all debris out into the flocculation portion of the Secondary Basins.

Secondary Basins

Wash all floors and walls to bare concrete.

(Washing of the fiberglass wheels will be done by the Owner.)

Wash all flocculation paddles and shafts removing all lime residuals; flush into drains.

Wash down wooden board walls in the flocculation area.

Wash down all walls and floors of the clarifier section to bare concrete and flush residuals into the drains.

Wash clarifier equipment down to protective coating, removing all lime residuals.

Wash the settling section down to bare concrete, flushing all residuals into the drains.

Wash metal structures to protective coating; weir troughs are to be pressure washed with care, removing lime residuals. (Nondestructive washing required.)

Wash top sides of weir troughs (teeth) to protective coating; flush out the insides of all weir troughs.

Secondary Effluent Chamber

Wash floors and walls to bare concrete.

Mechanically clean and /or pressure wash clean sluice gates and tracks to clean metal/operate gates to assure a clean fit has been accomplished. Metal plate drain for this area will be removed and reinstalled with a new gasket supplied by Owner.

Diffuser Basins

Wash all walls and floor to bare concrete. Flush all debris into the final Basin drains.
Diffuser pads will be replaced by Owner.

Final Influent Chamber

Wash walls, floor and exits to bare concrete.

In 3 North and South Final Basins, clean influent sluice gates and tracks to clean metal. Operate gates to assure a clean fit has been accomplished.

Final Basins

Wash all floors and walls to bare concrete/flush into drains.

Wash all metal to protective coating removing lime residuals/flush into drains.

Wash the flocculation paddles and shafts to metal and the wood paddles need low pressure washing.

In 3 Final Basins, wash the wood baffle walls.

In 3 Final Basins, wash down the sluice gates and tracks to clean metal. Operate gates to assure a clean fit has been accomplished.

Effluent Chamber – (under “C” House)

Wash walls, floor and exits to bare concrete.

Clean influent sluice gates and tracks to clean metal/operate gates to assure a clean fit has been accomplished.

Notes

Contractor is to provide all equipment necessary to perform said work as well as all appropriate personal protective equipment (PPE) for all personnel engaged in this work.

Do not use high pressure on wood or fiberglass baffles or walls or rubber gaskets on 3 Final Basin launders.

(Fiberglass air wheels are the responsibility of the Owner.)

Some areas will require a jackhammer or other light impact hammer devices.

Owner will provide water and guidance to contractor management for work involved.

Some debris may require bucketing out if larger than 2 inches for the drains. Contractor is required to keep all drains open and free flowing throughout the cleaning process.

Contractor is responsible for removal of all debris from the open channel flumes. Debris must be hauled and disposed of in a properly licensed location.

Contractor will be allowed eleven (11) consecutive weeks to complete all six trains to the Owners' satisfaction. When the cleaning occurs will be coordinated with the project manager.

The owner will start turning over one basin at a time starting the week following St. Patrick Day for eleven (11) consecutive weeks and the week after Labor Day for eleven (11) consecutive weeks. Owner reserves the right to delay start due to season demands.

Each treatment train serves as an individual treatment train. Only one train will be down for cleaning at a time. The Owner will determine whether the operation process will go from east to west or west to east.

Any damage associated with the Contractor's cleaning efforts will be the sole responsibility of the Contractor to make Owner approved repairs. Contractor will report any damages or issues to any basin equipment or structure. Any re-work required will be at contractor's expense and contractor will not be allowed to invoice any respective train completed until approval is received from the Owner.

Refer to Map

All treatment trains have their respective primary, secondary and final basins in sequence except Primary #1 & #2.

Primary #2 flows to Secondary & Final Basin #1A.

Primary #1 flows to Secondary & Final Basin #1B.

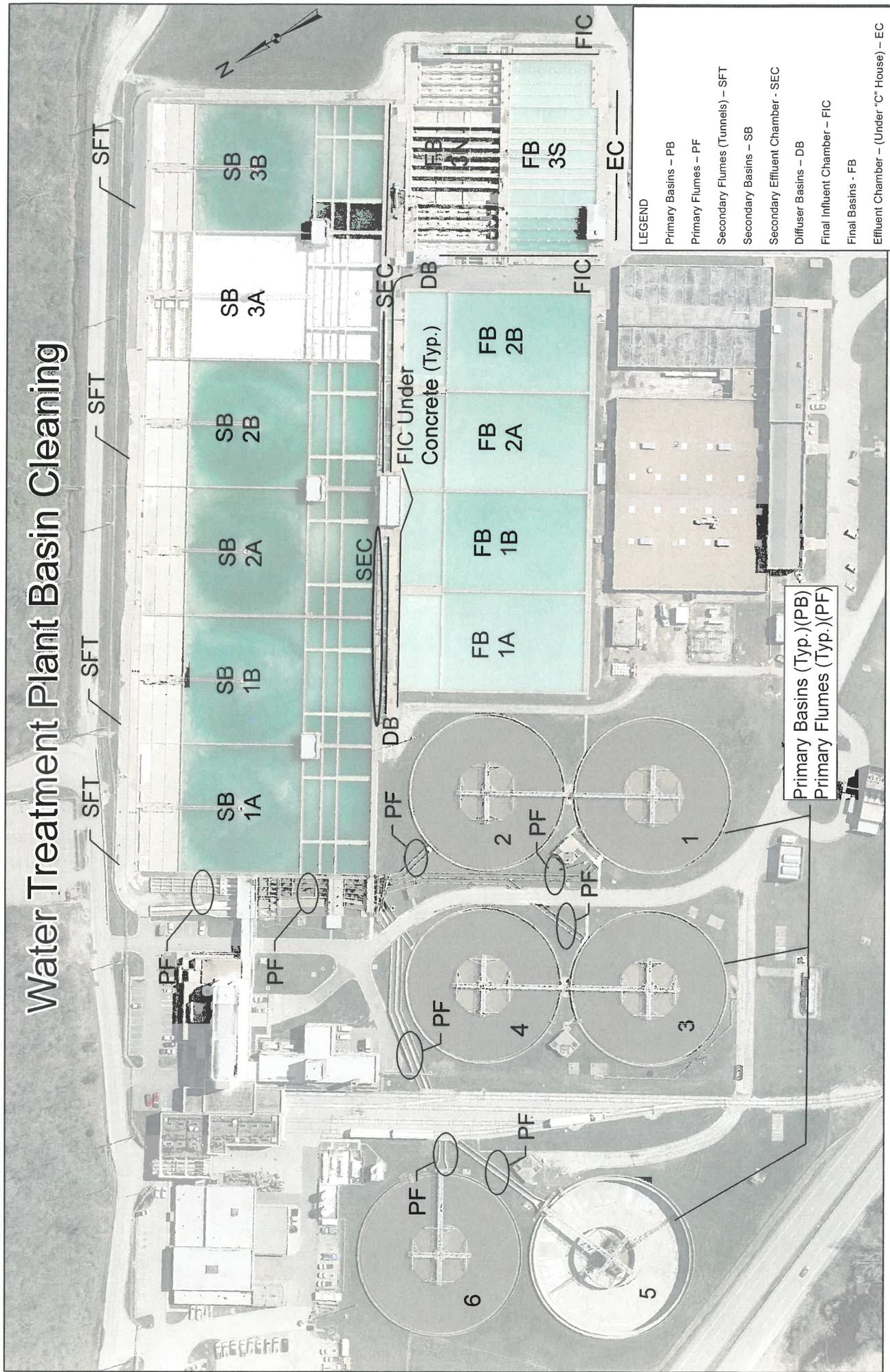
Primary #3 flows to Secondary & Final Basin #2A.

Primary # 4 flows to Secondary & Final Basin # 2B.

Primary #5 flows to Secondary #3A & Final Basin #3N.

Primary #6 flows to Secondary #3B & Final Basin #3S.

Water Treatment Plant Basin Cleaning





GENERAL SERVICES CONTRACT BID FORM

Contract No.: 18010-4

Project No.: 60800043

Contract Title: WATER TREATMENT PLANT BASIN CLEANING, RENEWAL 4

Bidder: ENVIRONMENTAL WORKS, INC.

1. The undersigned Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the provision of services of the proposed Specification/Scope of Work, including Laws and Regulations and the availability of labor, materials and equipment, agrees, if this Bid is selected by City, to enter into a contract with City using the contract provided in the bid package to furnish all labor, materials, equipment and services necessary for the proper completion of the Work in accordance with the contract documents, at the price(s) stated below, which stated sum(s) include(s) all fees and other costs applicable thereto.

2. The Bid Price(s) shall be shown in both words and figures.

TOTAL BASE BID PRICE IN NUMERIC FIGURES: \$686,807.13

TOTAL BASE BID PRICE IN WORDS: Six Hundred Eighty-Six Thousand Eight Hundred Seven Dollars and 13/100

3. This Bid Form incorporates *00412 Unit Prices* which must be completed and returned with this Bid Form.

4. The undersigned Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the bidding and contract documents and the written resolution thereof by the City is acceptable to Bidder.

5. The undersigned Bidder agrees that this Bid shall remain subject to selection by City, and may not be withdrawn for ninety (90) days after the day Bids are opened.

6. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.

7. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

Addendum No.	Dated	Addendum No.	Dated	Addendum No.	Dated
()	()	()	()	()	()
()	()	()	()	()	()
()	()	()	()	()	()

8. By submitting its bid, Bidder warrants that if its bid should exceed \$300,000.00 and Bidder employs fifty (50) or more people, Bidder has an affirmative action program in place and will maintain the affirmative action program in place for the duration of its contract with the City. Bidder further warrants that it will comply with the affirmative action requirements contained in Section 38-2, Code of Ordinances.

9. The following Sections constitute the Affidavit of Intended Utilization, required to be submitted by Bidders. The City's HRD Forms and Instructions are incorporated hereto and made part of this Bid Form.

10. By submitting its bid, Bidder is agreeing to the following: (1) Bidder has made by bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; or Bidder will continue to make during the 48 hours after bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; and (2) Bidder will timely submit its **00450 HRD 08 Contractor Utilization Plan/Request for Waiver** and **00450.01 Letter of Intent to Subcontract** for each MBE/WBE listed on the 00450 HRD 08 Construction Contractor Utilization Plan/Request for Waiver;; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE/DBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder forfeiting its bid bond.

PROJECT GOALS: 5% MBE 5% WBE
BIDDER PARTICIPATION: ___% MBE ___% WBE

11. To the best of Bidder's knowledge, the following are names of certified MBEs and/or WBEs with whom Bidder, or Bidder's subcontractors, presently intend to contract with if awarded the Contract on the above project: **(All firms must currently be certified by Kansas City, Missouri Human Relations Department)**

- a. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

- b. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

- 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 page and attach to this form)

12. By submitting its bid, Bidder is agreeing it will identify and timely submit within 48 Hours after Bid opening 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 **00450 HRD 08 Contractor Utilization Plan/Request for Waiver**.

13. Bidder agrees that failure to meet or exceed the M/WBE Goals for the Bid will require the Director of Human Relations to recommend disapproval of the Bid unless the Director of Human Relations finds the Bidder established good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions and the City's MBE/WBE Ordinance.

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other: _____

(Specify)

Legal name and address of Bidder:

Telephone No. _____

Facsimile No: _____

E-Mail Address: _____

Federal Identification Number _____

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

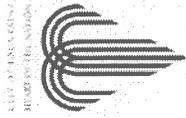
By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

(Attach corporate seal if applicable)



EXPERIENCE AND REFERENCE SUMMARY

Contract Number: **18010 - 4**

Project Title: **WATER TREATMENT PLANT BASIN CLEANING, RENEWAL 4**

Firm's Legal Name	Environmental Works, Inc.
Mailing Address	1455 E. Chestnut Expressway, Springfield, MO 65802
Contact – Name & Email	Steve FitzGerald sfitzgerald@environmentalworks.com
Contact – Phone & Fax	816-896-0632 FAX: 816-285-8409

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	\$ VALUE
1.	2017 KCMO Water Treatment Basin Cleaning KCMO Briarcliff WTP	KCMO Water Mike Klender 816-513-7051	22 weeks Dec. 1, 2017	\$601,107
2.	Hansen & Wolcott Facility Multiple Basin and Reservoirs	Water One Of Johnson County Ramsey Hagan 913-207-6830	2 Years June 2017 - Dec 2019	\$176,876
3.	2018 KCMO Water Treatment Basin Cleaning KCMO Briarcliff WTP	KCMO Water Mike Klender 816-513-7051	22 weeks Dec. 1, 2018	\$598,546
4	Tri County Water Authority Tank Basin Cleaning	Tri County Water Authority John Overstreet 816-796-4100	Two days April 2015	\$5,000
5	Sugar Creek WTP Filter Cleaning & Inspection	City of Independence Rob Parks 816-325-7702	Two days Sept. 2015	\$7,641
6	Wolcott Reservoir Cleaning and Disinfecting	Water One Pete Cahill 913-895-5500	Three weeks Oct. 2014	\$38,870
7	2019 KCMO Water Treatment Basin Cleaning KCMO Briarcliff WTP	KCMO Water Mike Klender 816-513-7051	22 Weeks Dec. 1, 2019	\$659,491
9	2020 KCMO Water Treatment Basin Cleaning KCMO Briarcliff WTP	KCMO Water Mike Klender 816-513-7051	22 Weeks Dec. 1, 2020	\$673,340
10	Hayti Heights WTP Managed State Run Facility	MDNR Jim Macy 402-471-3383	Two years May 2012	\$1.4 million

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

PERFORMANCE BOND

Contract Number: 18010-4

Project Number: 60800043

Project Title: WATER TREATMENT PLANT BASIN CLEANING, RENEWAL 4

KNOW ALL MEN BY THESE PRESENTS: That **Environmental Works, Inc.**, as PRINCIPAL (CONTRACTOR), and The Hanover Insurance Company, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of **Six Hundred Eighty-Six Thousand Eight Hundred Seven Dollars and 13/100 (\$686,807.13)** for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for **Contract No. 18010-4, Water Treatment Plant Basin Cleaning, Renewal 4**, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those 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 workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless OWNER from all damages, including but not limited to liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 5th day of February, 2021.

CONTRACTOR

Name, address and facsimile number of Contractor

Environmental Works, Inc.

1455 East Chestnut Expressway

Springfield, MO 65802

(417) 823-9659

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: *[Signature]*
Title: Executive Vice President

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

The Hanover Insurance Company

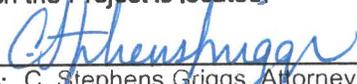
440 Lincoln Street

Worcester, MA 01653-0002

(508) 853-6332

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By:


C. Stephens Griggs, Attorney-in-Fact

Date: February 5, 2021

(Attach seal and Power of Attorney)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Jeffrey C. Carey, Mary T. Flanigan, Christy M. Braile, Patrick T. Pribyl, Debra J. Scarborough, Charles R. Teter, III,

Charissa D. Lecuyer, Evan D. Sizemore, Rebecca S. Leal, C. Stephens Griggs, Tahitia M. Fry, Kellie A. Meyer, Veronica Lawver and/or Lauren Scott Of Lockton Companies of Kansas City, MO each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 8th day of October, 2020.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Salvatore, Executive Vice President

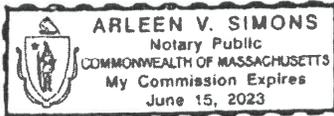
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 8th day of October, 2020 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5th day of February 2021

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Carrick A. Bligh, Vice President

CITY OF FOUNTAINS
HEART OF THE NATIONKANSAS CITY
MISSOURI

PAYMENT BOND

Contract Number: 18010-4Project Number: 60800043Project Title: WATER TREATMENT PLANT BASIN CLEANING,
RENEWAL 4

KNOW ALL MEN BY THESE PRESENTS: That **Environmental Works, Inc.**, as PRINCIPAL (CONTRACTOR), and The Hanover Insurance Company, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of **Six Hundred Eighty-Six Thousand Eight Hundred Seven Dollars and 13/100 (\$686,807.13)** for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for **Contract No. 18010-4, Water Treatment Plant Basin Cleaning, Renewal 4**, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract, including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers or for equipment employed on the job, and other claimants, for all labor performed in such work whether done for CONTRACTOR, a subcontractor, SURETY, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Missouri, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against CONTRACTOR, against SURETY or its completion contractor, through a subcontractor or otherwise, and, further, if CONTRACTOR shall defend, indemnify and hold harmless OWNER from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Any conditions legally required to be included in a Payment Bond on this Contract, including but not limited to those set out in §107.170 RSMo. are included herein by reference.

SURETY agrees that, in the event that CONTRACTOR fails to make payment of the obligations covered by this Bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim hereunder stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to OWNER stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (b) will pay any amounts that are undisputed. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

While this Bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of OWNER to the use for such party. OWNER shall not be liable for the payment of any costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Jackson, Clay or Platte County, Missouri, or in the United States District Court for the Western District of Missouri.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 5th day of February, 2021.

CONTRACTOR

Name, address and facsimile number of Contractor

Environmental Works, Inc.
1455 East Chestnut Expressway
Springfield, MO 65802
(417) 823-9659

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: [Signature]
Title: Executive Vice President

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653-0002
(508) 853-6332

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: [Signature]
Title: C. Stephens Griggs, Attorney-in-Fact
Date: February 5, 2021

(Attach seal and Power of Attorney)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

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Jeffrey C. Carey, Mary T. Flanigan, Christy M. Braile, Patrick T. Pribyl, Debra J. Scarborough, Charles R. Teter, III, Charissa D. Lecuyer, Evan D. Sizemore, Rebecca S. Leal, C. Stephens Griggs, Tahitia M. Fry, Kellie A. Meyer, Veronica Lawver and/or Lauren Scott Of Lockton Companies of Kansas City, MO each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

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That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

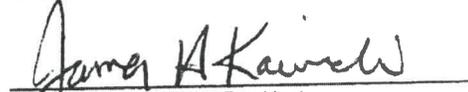
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 8th day of October, 2020.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Scavone, Executive Vice President

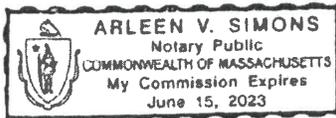
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 8th day of October, 2020 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5th day of February 2021

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Carrick A. Blich, Vice President



MISSOURI DEPARTMENT OF REVENUE
 CUSTOMER SERVICES DIVISION
PROJECT EXEMPTION CERTIFICATE

FORM
5060
 (REV. 1-2008)

**TO BE GIVEN TO
 YOUR CONTRACTOR**

NAME OF EXEMPT ENTITY ISSUING THE CERTIFICATE		MISSOURI TAX EXEMPTION NUMBER	
---	--	-------------------------------	--

ADDRESS	CITY	STATE	ZIP
---------	------	-------	-----

BEGIN DATE FOR PROJECT	PROJECTED COMPLETION DATE	PROJECT NUMBER
------------------------	---------------------------	----------------

DESCRIPTION OF PROJECT

PROJECT LOCATION	EXPIRATION DATE
------------------	-----------------

THIS EXEMPTION DOES NOT APPLY TO THE PURCHASE OR RENTAL OF MACHINERY, EQUIPMENT, OR TOOLS BY THE CONTRACTOR OR SUB-CONTRACTOR.

Give a signed copy of this certificate, along with a copy of your Missouri Sales/Use Tax Exemption Letter to each contractor and/or subcontractor who will be purchasing tangible personal property for use in this project. It is your responsibility to ensure the validity of the certificate. You must issue a new certificate if any of the information changes.

EXEMPT ENTITY'S AUTHORIZED SIGNATURE	DATE
--------------------------------------	------

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo. I also declare under penalties of perjury that I employ no illegal or unauthorized aliens as defined under federal law and that I am not eligible for any tax exemption, credit or abatement if I employ such aliens.

NAME OF PURCHASING CONTRACTOR

ADDRESS	CITY	STATE	ZIP
---------	------	-------	-----

Contractors present this to your supplier in order to purchase the necessary materials tax exempt.

NOTE: COMPLETE AND SIGN BOTTOM PORTION IF EXTENDING CERTIFICATE TO YOUR SUBCONTRACTOR.

NAME OF PURCHASING SUBCONTRACTOR

ADDRESS	CITY	STATE	ZIP
---------	------	-------	-----

SIGNATURE OF CONTRACTOR	DATE
-------------------------	------

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF KANSAS CITY
414 E 12TH ST 3RD FLOOR
KANSAS CITY MO 64106

Missouri Tax ID
Number: 12490466

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 18010-4

Project Title Water Treatment Plant Basin Cleaning, Renewal 4

Water Treatment Plant Basin Cleaning
(Department Project)

Water Services
Department

Environmental Works, Inc.
(Bidder/Proposer)

STATE OF Missouri)

SS

COUNTY OF Jackson)

I, Paul Dial, 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 goals are 5 % MBE and 5 % WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 5 % MBE 5 % WBE

3. 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*)

- a. Name of MBE Firm Wrightways Pressure Washing, Inc.
Address 7000 East 70th Street, KCMO 64133
Telephone No. (816) 358-2222
I.R.S. No. 43-1850552

- b. Name of WBE Firm A Clean Slate, LLC
 Address 3200 Wayne, ste. 220 Kansas City, MO 64109
 Telephone No. (816) 221-0806
 I.R.S. No. 20-5655228
- c. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- d. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- e. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- f. 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
Wrightways Pressure Washing, Inc.	Contractor	\$34,340.36	100%	5%
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL MBE \$ / TOTAL MBE %: \$3,4340.36 5%

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
A Clean Slate, LLC	Contractor	\$34,340.36	100%	5%
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL WBE \$ / TOTAL WBE %:		<u>\$ 34,340.36</u>		<u>5 %</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 HRD Forms and Instructions for allowable credit and special instructions for suppliers.

- 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:

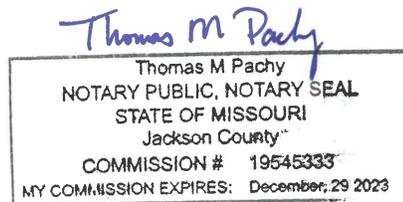
Bidder/Proposer primary contact: Steve FitzGerald
 Address: 1731 Locust, KCMO 64108
 Phone Number: (816) 896-0632
 Facsimile number: (816) 285-8410
 E-mail Address: Sfitzgerald@environmentalworks.com

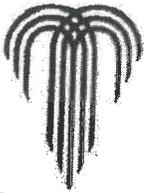
By:  Paul Dial
 Title: Managing Principal
 Date: 03/01/21
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 1st day of March, 2021

My Commission Expires: 12/29/23

Thomas M Pachy
 Notary Public





KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Name/Title: WATER TREATMENT PLANT BASIN CLEANING, RENEWAL 4

Project Location/Number: 18010-4

Environmental Works, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Wrightway Pressure Washing, Inc. ("M/W/DBE/Section 3 Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract: [Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.]

Wrightway Pressure Washing, Inc. will provide labor to assist Environmental Works, Inc. (EWI) in industrial cleaning activities at the Briarcliff Water Treatment Plant. These activities will be performed under the direction of EWI personnel. This work will include: power washing, and cleaning the interior and exterior areas
for an estimated amount of \$ 34,340.00 (or 5 %) of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations 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.

This section is to be completed by the M/W/DBE subcontractor listed above. Please state specifically if there are no subcontracts intended for the above scopes of work. Please attach additional sheets for more than one intended sub-tier contract. IMPORTANT: Please note that falsification of this document will result in denial and other remedies available under the City Code.

The M/W/DBE Subcontractor is subcontracting certain portions of the above stated scope of work to:

- (1) Company Name: N/A
 Full Address: S
 Primary Contact: _____
- a) This subcontractor is/is not an M/W/DBE certified with the City of Kansas City, Missouri (circle one).
- NOTE 1: 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.
 - NOTE 2: 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 no corresponding Letter of Intent is required.
- b) Scope of work to be performed: _____
 c) The dollar value of the agreement is: _____
 d) Date of the contractual agreement (if applicable): _____

PRIME CONTRACTOR BUSINESS NAME: Environmental Works, Inc.

ME Ireland
Signature: Prime Contractor

Melissa Ireland

Print

Executive Vice President 2-16-2021

Title Date

State of Missouri)

) SS.

County of Jackson)

I, Melissa Ireland, 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 16th day of February, 2021.

My Commission Expires: 12/29/23 Thomas M Pachy
Notary Public:

STAMP:

Thomas M Pachy
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 19545333
MY COMMISSION EXPIRES: December, 29 2023

Thomas M Pachy

M/W/DBE SUBCONTRACTOR BUSINESS NAME: Wrightway Pressure Washing, Inc.

Larry Wright
Signature: Prime Contractor
Larry Wright

Print
President 2/16/2021

Title Date

State of Missouri)

) SS.

County of Jackson)

I, LARRY Wright, 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 16th day of Feb., 2021.

My Commission Expires June 17, 2022 LaToya Wright
Notary Public:

STAMP:

LaToya Wright
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires: June 17, 2022
Commission # 14395972



KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Name/Title: WATER TREATMENT PLANT BASIN CLEANING, RENEWAL 4

Project Location/Number: 18010-4

Environmental Works, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with A Clean Slate, LLC ("M/W/DBE/Section 3 Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract: [Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.]

A Clean Slate, LLC, will provide labor to assist Environmental Works, Inc. (EWI) in industrial cleaning activities at the Briarcliff Water Treatment Plant. These activities will be performed under the direction of EWI personnel. This work will include: power washing, and cleaning the interior and exterior areas for an estimated amount of \$ _____ (or 5 %) of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations 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.

This section is to be completed by the M/W/DBE subcontractor listed above. Please state specifically if there are no subcontracts intended for the above scopes of work. Please attach additional sheets for more than one intended sub-tier contract. IMPORTANT: Please note that falsification of this document will result in denial and other remedies available under the City Code.

The M/W/DBE Subcontractor is subcontracting certain portions of the above stated scope of work to:

- (1) Company Name: _____
 Full Address: _____
 Primary Contact: _____
- a) This subcontractor is/is not an M/W/DBE certified with the City of Kansas City, Missouri (circle one).
- NOTE 1: 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.
 - NOTE 2: 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 no corresponding Letter of Intent is required.
- b) Scope of work to be performed: _____
 c) The dollar value of the agreement is: _____
 d) Date of the contractual agreement (if applicable): _____

PRIME CONTRACTOR BUSINESS NAME: Environmental Works, Inc.

[Signature]
Signature: Prime Contractor

Melissa Ireland
Print

Executive Vice President 2-16-2021
Title Date

State of Missouri)
County of Jackson) SS.

I, Melissa Ireland, 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 16th day of February, 2021.

My Commission Expires: 12/29/23 Thomas M Pachy
Notary Public

STAMP:

Thomas M Pachy
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 19545333
MY COMMISSION EXPIRES: December 29, 2023

Thomas M Pachy

M/W/DBE SUB CONTRACTOR BUSINESS NAME: A Clean Slate, LLC

[Signature]
Signature: Prime Contractor
Carol Taylor
Print
President
Title Date

State of Missouri)
County of Clay) SS.

I, Courtney L. Taylor, 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 25th day of February, 2021.

My Commission Expires: 10-08-2023 Courtney L. Taylor
Notary Public

STAMP:

COURTNEY L. TAYLOR
Notary Public, Notary Seal
State of Missouri
Clay County
Commission # 19568504
My Commission Expires 10-08-2023

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Paul Dial, acting in my capacity as Managing Principal of Environmental Works, Inc, with the submittal of this Timetable, certify that 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	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___
Other	<u>362</u>	(Specify)			

Throughout \$68,680.72 Beginning 1/3 \$22,893.57
 Middle 1/3 \$22,893.57 Final 1/3 _____
 Beginning 1/3 3.33 % Middle 1/3 _____ %

PLEASE NOTE: Any changes in this timetable must be submitted to the Department in advance of the change.

If you have any questions regarding the completion of this contract, contact the Office of Human Relations at: (816) 513-1818.

 (Signature)

 (Position)

March 1, _____
 (Date)

Leona,
 Please see enclosed Timetable mbe/wbe + Utilization Plan. Thanks Steve Fitzgerald



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No. _____ and Project Title _____.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3 (✓) ___ Prevailing wage does not apply; or

(✓) ___ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

List additional subcontractors, if any, on a similar form and attach to the bid.

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

- (✓) ___ Met or exceeded the Contract utilization goals; or
- (✓) ___ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
- (✓) ___ No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.

6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed 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 \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.

8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me
appeared _____, to me personally known to be the
_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of
_____ as its free act and deed.

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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 below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: _____, Contractor

Work Performed: _____

Total Dollar Amount of Subcontract and all Change Orders: \$ _____

City Certified MBE WBE DBE NA

List certifications: _____

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Corporation
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify)

Subcontractor's Legal Name and Address

 Phone No. _____
 Fax: _____
 E:mail: _____
 Federal ID No. _____

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____ By _____

Print Name

Title

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 Greene)

On this 31st day of January, 2017, before me appeared Andrea Pence, 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 CFO (title) of Environmental Works, 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.

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.

Andrea Pence

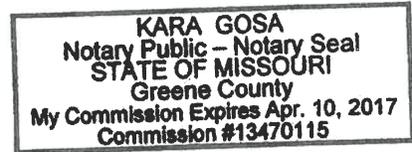
Affiant's signature

Subscribed and sworn to before me this 31st day of January, 2017.

Kara Gosa

Notary Public

My Commission expires: 4/10/17



Company ID Number:

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 the Environmental Works, 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.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 229213

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

Employer Environmental Works, Inc.

Robin E Melton

Name (Please Type or Print)

Title

Electronically Signed

Signature

07/10/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

07/10/2009

Date

Company ID Number: 17

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Environmental Works, Inc.
Company Facility Address	1455 East Chestnut Expressway, Springfield, Missouri 65802
Company Alternate Address	1731 Locust Street, Kansas City, Missouri 64108
County or Parish	Greene / Jackson
Employer Identification Number	43-1617676
North American Industry Classification Systems Code	541
Parent Company	N/A
Number of Employees	125
Number of Sites Verified for	3



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**
Project Number _____
Contract Number _____
Project Title _____

ATTACHMENT 9

Design Professional/Contractor:

Legal Name _____
Mail Address: _____
City, ST Zip _____
Vendor Number _____
Application for Work Accomplished: From _____ To: _____
Name of Kansas City, MO Project Mgr: _____
Kansas City, MO Contract Administrator: _____

Application Number: _____ Final Payment
Date: _____
Ordinance Number: _____ Ordinance Date: _____
City PO Number: _____

Original Contract Amount	[1]	\$0.00	
Net by Amendments ____ through ____	[2]	\$0.00	
Optional Services Amount in Contract	[3]	\$0.00	
Net by Optional Services Authorizations ____ through ____	[4]	\$0.00	
Unauthorized Optional Services Amount Remaining (3-4)	[5]	\$0.00	
Maximum Obligation Authorized ([1+2+4] - [3])	[6]	\$0.00	
Total Work Completed to Date	[7]	\$0.00	
Total Previous Payment Applications	[8]	\$0.00	
PAYMENT DUE CONTRACTOR (7-8)	[9]	\$0.00	

Instructions to Design Professional/Contractor:

1. Complete and sign this Application and attach the following items: A) **documentation** of expenses (direct payroll, direct expenses, and sub-consultants) per contract (ie.services performed; actual salary of personnel for time charges directly to the project; and/or actual reasonable expenses incurred, AND, B) a photocopy of your most recent **00485.01 HRD MWBE Monthly Utilization Report** submitted to Human Relations Dept., if required by contract, AND C) Monthly Progress Report, if required by contract.
2. If this is the First application for payment and if Contract amount exceeds \$150,000.00, then also attach proof of tax compliance (**Revenue Clearance Letter**).
3. If this is the Final application for payment, then also attach: **01290.14 Contractor Affidavit for Final Payment; 01290.15 Subcontractor Affidavit for Final Payment**, if required by contract; and proof of tax compliance (**Revenue Clearance Letter**).
4. Submit current insurance certificate for the following policies General Liability, Automobile, Workers Compensation and Professional Liability upon renewal.

5. Submit Application to: Water Services Department
Name, Project Manager
4800 E 63rd St
Kansas City, MO 64130

Contractor:

Submitted By: _____ Signature: _____ Date: _____
Phone: _____ Fax: _____ E-mail: _____

Kansas City:

Approved By: _____ Project Manager Date: _____
Approved By: _____ Director or Designee Date: _____

GENERAL SERVICES CONTRACT
AMENDMENT NO. 1
CONTRACT NO. 18010-4 PROJECT NO. 60800043
WATER TREATMENT PLANT BASIN CLEANING, RENEWAL NO. 4
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Environmental Works, Inc. (Contractor). The parties amend the Agreement entered into on April 12, 2021, as follows:

WHEREAS, City has previously entered into a contract dated April 12, 2021 in the amount of \$686,807.13; and

WHEREAS, the City desires to execute a No Cost Amendment No. 1 to extend the contract's term by 90 days; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1st Amendment, City and Contractor agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Delete and replace the following section:

a. Delete Sec. 2, Term of Contract, and replace with the following Sec. 2, Term of Contract:

Sec. 2. Term of Contract.

The work to be performed under this contract shall begin on the date specified in the written Notice to Proceed issued by the Director of Water Services. The work shall be completed within 455 calendar days thereafter.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract total over \$400,000.00, then this Amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

By: *Melissa Ireland*

[Handwritten Signature]

Date: 3-21-2022

Title:

Executive Vice President

KANSAS CITY, MISSOURI

By:

DocuSigned by:

D Matt Bond

44458FCE836C4D6...

Date: 3/25/2022

Title:

Deputy Director

Approved as to form:

DocuSigned by:

Mark Jones

Assistant City Attorney
609E44CF75D420...

GENERAL SERVICES CONTRACT
AMENDMENT NO. 2
CONTRACT NO. 18010-4 PROJECT NO. 60800043
WATER TREATMENT PLANT BASIN CLEANING, RENEWAL NO. 4
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Environmental Works, Inc. (Contractor). The parties amend the Agreement entered into on April 12, 2021, as follows:

WHEREAS, City has previously entered into a contract dated April 12, 2021 in the amount of \$686,807.13, and a no-cost Amendment No. 1 on March 25, 2022; and

WHEREAS, the City desires execute Amendment No. 2, in the amount of \$350,000.00, to amend the total contract amount to \$1,036,807.13; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 2nd Amendment, City and Contractor agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

- A. Delete and replace the following section:
 - a. Delete Sec. 3, Compensation, and replace with the following Sec. 3, Compensation:

Sec. 3. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is \$1,036,807.13. Contractor shall provide all work at the prices contained in Contractor's Bid Form that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: The contractor may bill the city at the completion, and acceptance of work performed, of each train (three basins per train), a total of twelve separate payments.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- E. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.
- F. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract total over \$400,000.00, then this Amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance (Date)