

**RESOLUTION NO. R-18-20**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ACE PIPE CLEANING, INCORPORATED, FOR THE 2018 MANHOLE REHABILITATION PROGRAM, PROJECT SP1890.**

**WHEREAS**, the City of Joplin, Missouri, did advertise for and receive bids for evaluation and rehabilitation of their wastewater collection system as part of a multi-jurisdictional cooperative procurement agreement; and

**WHEREAS**, the bid of Ace Pipe Cleaning, Incorporated, was determined by the City of Joplin to be the lowest and best bid; and

**WHEREAS**, the pricing and services offered by Ace Pipe Cleaning, Incorporated, are advantageous to the City as an effective and economic means of sealing and repairing manholes in the City; and

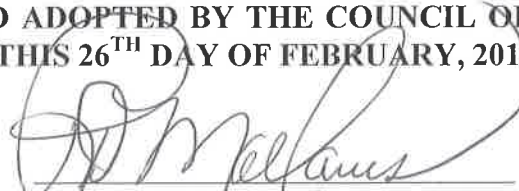
**WHEREAS**, it is in the best interests of the City of Gladstone to participate in the cooperative procurement of these services by entering into a contract with Ace Pipe Cleaning, Incorporated, for sealing and repair of manholes.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:**

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Ace Pipe Cleaning, Incorporated, for work as outlined in Project SP1890, 2018 Manhole Rehabilitation Program, for total amount not to exceed \$17,865.00.

**FURTHER, THAT**, funds for such purpose are authorized from the Combined Water and Sewerage System Fund.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 26<sup>TH</sup> DAY OF FEBRUARY, 2018.**

  
R. D. Mallams, Mayor

ATTEST:

  
Ruth E. Bocchino, City Clerk



## *Request for Council Action*

RES  # City Clerk Only

BILL  # City Clerk Only

ORD # City Clerk Only

Date: 2/20/2018

Department: Public Works

Meeting Date Requested: 2/26/2018

Public Hearing: Yes  Date: [Click here to enter a date.](#)

Subject: 2018 Manhole Rehabilitation, Project SP1890.

Background: The City of Joplin, Missouri, solicited competitive bids for the evaluation and rehabilitation of their wastewater collection system. That contract includes cooperative procurement language that allows other public entities to purchase similar services. The City of Gladstone is proposing to “piggyback” on that contract to rehabilitate eight (8) manholes along Rock Creek in the vicinity of NE Brooktree Lane to reduce infiltration and inflow into the sanitary sewer collection system.

Budget Discussion: Funds are budgeted in the amount of \$ 50,000.00 from the CWSS Fund. Ongoing costs are estimated to be \$ [Click here to enter amount](#) annually. Previous years’ funding was \$ [Click here to enter amount](#)

Public/Board/Staff Input: Ace Pipe Cleaning has worked for the City many times in the past and has always completed their work in a timely and professional manner. Based on all available information, staff is recommending that Project SP1890 be awarded to Ace Pipe Cleaning, Incorporated at the agreed upon price of \$17,865.00, at the next regularly scheduled City Council meeting.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Tim Nebergall  
Department Director/Administrator

City Attorney

City Manager

R-18-20

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 6<sup>TH</sup> day of MARCH, 2018 (the "Effective Date") by **Ace Pipe Cleaning, Incorporated** (hereinafter "Contractor") and the City of Gladstone, Missouri (hereinafter "City").

**WHEREAS**, the City desires to engage the Contractor to provide services to the City as more fully described in the Contractor's proposal dated \_\_\_\_\_, 20\_\_ (hereinafter referred to as the "Project Services") attached hereto as Exhibit A and incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows:

**SECTION 1. Term of Agreement.** This Agreement shall begin as of the Effective Date. The Contractor shall complete the Project Services no later than **May 1, 2018**, unless otherwise extended or terminated as provided herein.

**SECTION 2. Scope of Services.** The Contractor shall provide the Project Services described in Exhibit A. The Contractor will hire, train, supervise, direct the work of, and discharge all personnel engaged by them to perform the Project Services. The Contractor is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Contractor's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

The Contractor will utilize the personal services of its staff to deliver the Project Services. The Contractor may also engage third-party contractors and other parties in connection with its performance of the Project Services, subject to prior approval by the City.

**SECTION 3. Payment.** The Owner hereby agrees to pay the Contractor, for the Project Services, the sum of which is estimated to be \$17,865.00 based upon the estimated quantity of work and the unit prices contained within the City of Joplin's "2018 and 2019 Evaluation and Rehabilitation of Wastewater Collection System" contract. The City will pay all proper invoices within thirty (30) days of receipt. All invoices shall contain a narrative entry sufficient to describe the quantity of work or task performed.

**SECTION 4. Prevailing Wages.** The Contractor shall comply with all laws regarding the payment of prevailing wages to employees of the Contractor or subcontractor, if applicable. Contractor shall indemnify the City for any damage resulting to the City from failure of either the Contractor or any subcontractor to pay prevailing wages pursuant to applicable laws.

**SECTION 5. Construction Safety Training.**

- A. The Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. If any on-site employees have not previously completed a construction safety program, Contractor shall require those on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.

- C. The Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days or will be subject to removal from the project.
- D. The Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

**SECTION 6. Notice of Penalty Provisions**

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500), plus one hundred dollars (\$100) for each on-site employee employed by Contractor or its subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 5 above.
- B. The penalty described in Subsection A of this Section shall not begin to accrue until the time periods described in Sections 5B and 5C above have elapsed.
- C. Violations of Section 5 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

**SECTION 7. Unauthorized Aliens.** Pursuant to 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as Exhibit B and incorporated herein, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

**SECTION 8. Insurance Requirements.**

- A. General Provisions. Contractor shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below, and shall maintain such insurance until this contract is terminated.
- B. Limits and Coverage.
  - 1. Commercial General Liability Insurance: Commercial General Liability Coverage in an aggregate amount of not less than the limit on liability pursuant to Section 537.610 RSMo for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident of occurrence.
    - a. The following endorsements shall attach to the policy:
      - (i) The policy shall cover personal injury as well as bodily injury.
      - (ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
      - (iii) Broad form property damage liability shall be afforded.
      - (iv) The City shall be listed as an additional insured.
- C. Workers' Compensation Insurance: The Contractor shall obtain and maintain Workers' Compensation Insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, the Contractor shall require any subcontractors to provide Workers' Compensation insurance for all subcontractors' employees, in compliance with Missouri law. The Contractor hereby indemnifies the City for any damage resulting to it from failure of either the Contractor or any contractor or subcontractor to obtain

and maintain such insurance.

- D. Commercial Automobile Liability Insurance: Contractor shall obtain and keep in force commercial automobile liability insurance with a minimum combined single limit of \$100,000, covering scheduled automobiles. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by the Contractor or subcontractor. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.

#### **SECTION 9. Labor and Materials Payment Bond**

- A. Labor and Materials Payment Bond. Prior to commencement of construction, Contractor shall furnish a labor and materials payment bond in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the Work, as determined by the City, conditioned upon the payment for all labor and materials suppliers. Copies of certifications of such bond shall be delivered to the City prior to the commencement of construction.

#### **SECTION 10. General Conditions**

- A. Compliance with Laws and Safety Regulations. Contractor shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Contractor shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. In the performance of the Project Services, Contractor shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any other pertinent federal, state and/or local safety or environmental laws or regulations.

Contractor shall obtain and maintain an occupational or business license with the City, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor.

- B. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
- C. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws.
- D. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in this contract, Contractor (or surety) shall be liable to the City in the amount of \$100.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

E. Termination. The City shall have the right at anytime by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

F. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph E above, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

G. Liability.

1. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.
2. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
4. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.
- H. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Gladstone, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of Section 105.450 et seq., RSMo., shall not be violated.
- I. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.
- J. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- K. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:
1. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
  2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
- L. Notices. Any notice, approval or other communication between the City and the Contractor pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City: City of Gladstone, Missouri  
 Attn: Glen Whitten  
 7010 North Holmes  
 Gladstone, Missouri 64118

Contractor: ACE PIPE CLEANING INC  
 Attn: BOBBI DOWLAND  
6601 UNIVERSAL AVE  
KANSAS CITY, MO 64120

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Contractor.

- M. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
- N. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Clay County, Missouri.

IN WITNESS WHEREOF, the Contractor and the City have executed this Agreement as of the Effective Date.

**ACE PIPE CLEANING, INC:**

By: Bruce Vantine

Name: Bruce Vantine

Title: Secretary/Treasurer

**CITY OF GLADSTONE, MISSOURI:**

By: Scott Wingerson

Name: SCOTT WINGERSON

Title: CITY MANAGER

ATTEST:

Ruth E. Bocchino

Ruth E. Bocchino  
City Clerk, City of Gladstone, MO



**EXHIBIT A**  
**PROJECT SERVICES**  
**(see attached)**



**ACE PIPE CLEANING**  
A Carylson Company

8601 Universal Avenue  
Kansas City, MO 64120  
p: (816) 241-2891  
f: (816) 241-5054  
office@acepipe.com

CONTRACT PROPOSAL

Date: 2/16/18

City of Gladstone  
Attention: Tim Nebergall  
7010 North Holmes  
PO Box 10719  
Gladstone, MO 64118  
Phone: 816-436-2200  
Email: [timn@gladstone.com](mailto:timn@gladstone.com)

Proposal #: 18-252

1. PROJECT DESCRIPTION:

Gladstone, MO – Manhole Rehabilitation (Joplin Term Contract)

2. SCOPE OF WORK:

Ace Pipe Cleaning, Inc. ("Ace") will provide the labor, equipment, material, and supplies for manhole rehabilitation on the Project in accordance with this Proposal (the "Work"), and will include the following:

Ace Pipe will install Manhole Lining using Cementitious Type 1 to Approximately 103 VF of Existing Manholes at a thickness of 1/2 inch located in Gladstone, MO per the Cooperative Procurement Pricing, Specifications and Language of the City of Joplin 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System contract.

3. PRICING AND PAYMENT:

Description	Qty	Unit	Unit Price	Total
Manhole Lining - Cementitious	103	VF	\$ 135.00	\$ 13,905.00
Chimney Seal	8	EA	\$ 495.00	\$ 3,960.00
<b>TOTAL ESTIMATED PRICE</b>				<b>\$ 17,865.00</b>

Payment shall be due Net 30 days from Ace's invoice date. Invoicing will reflect actual quantities achieved.

4. SCHEDULE: To be determined upon acceptance of this Proposal.

5. CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:

The Clarifications/Assumptions are part of this Proposal. Ace's Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and Ace's Terms and Conditions carefully. The pricing is based upon Customer's acceptance of Ace's Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern.

PREVAILING WAGE? YES X NO   

If yes, please provide Wage Determination.

TAX EXEMPT? YES X NO   

If yes, please provide Tax Exemption Certificate.

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: <u>Bryan Dobson</u> Date <u>2/16/18</u> Title: Bryan Dobson, Operations Manager	Signed: _____ Date _____ Title: _____

## CLARIFICATIONS / ASSUMPTIONS

All pricing is conditioned upon the Clarifications/Assumptions listed below.

### 1. CLARIFICATIONS:

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide Ace the appropriate documentation.
- b. Except as otherwise stated herein, the Proposal does not include payment of prevailing wages or certified payroll reporting. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. **Except as otherwise stated herein, the Proposal does not include by-pass pumping, vacuum testing or eliminating active infiltrations.**
- d. **This price does not include the replacement and/or adjustment of frame and covers.**
- e. Customer will obtain all necessary permits.
- f. Ace will provide light traffic control (cones) if necessary.

### 2. ASSUMPTIONS:

- a. Customer will provide free access to the work site which will be adequate for Ace's equipment (within 75-100 feet from the manhole). Ace reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will provide water for cleaning.
- c. Any cleaning required under reduced or no-flow conditions will be charged at an hourly rate.
- d. Pricing is subject to change 90 days from the date of the proposal.
- e. There are no hazardous materials present in the project area.

EXHIBIT B

CITY OF GLADSTONE, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530, RSMo  
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

STATE OF MISSOURI )  
COUNTY OF JACKSON ) ss.

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security 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 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien 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).

BEFORE ME, the undersigned authority, personally appeared BRUCE VANTINE, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is BRUCE VANTINE and I am currently the SECRETARY/TREASURER of ACE PIPE CLEANING INC (hereinafter "Contractor"), whose business address is 6601 UNIVERSAL AVE, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the [describe project] Manhole Rehab contracted between Contractor and the City of Gladstone, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Bruce Vantine  
Affiant

BRUCE VANTINE  
Printed Name

Subscribed and sworn to before me this 6<sup>th</sup> day of MARCH, 2018.

SEAL



Theresa A. Calvert  
Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/08/2018

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

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

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com  <p style="text-align: center;">ACE PI</p>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td><b>INSURER B :</b> American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Zurich American Insurance Company	16535	<b>INSURER B :</b> American Zurich Insurance Company	40142	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER F :</b>															
<b>INSURED</b> ACE PIPE CLEANING, INC. 6601 UNIVERSAL AVENUE KANSAS CITY, MO 64120															

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-008922750-01      **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO 9377201-14	10/31/2017	10/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 9377199-14	10/31/2017	10/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 9377202-14 WC012261902 (WI)	10/31/2017 10/31/2017	10/31/2018 10/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 CITY OF GLADSTONE, MO IS AN ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY, BUT ONLY TO THE EXTENT REQUIRED BY THEIR WRITTEN CONTRACT WITH THE NAMED INSURED FOR OPERATIONS PERFORMED BY THE NAMED INSURED. CONTRACTUAL LIABILITY IS INCLUDED UNDER GENERAL LIABILITY.

**CERTIFICATE HOLDER**

**CANCELLATION**

CITY OF GLADSTONE  
 7010 NORTH HOLMES  
 GLADSTONE, MO 64118

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

AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.

Manashi Mukherjee



ZURICH

# Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO-9377201-14	10/31/2017	10/31/2018	10/31/2017			

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

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### SCHEDULE

Name of Person or Organization:	Location and Description of Ongoing Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER, OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH REQUIREMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.	N/A

**A. Section II – Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

**B.** With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

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

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

All other terms and conditions of this policy remain unchanged.



ZURICH<sup>®</sup>

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

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO-9377201-14	10/31/2017	10/31/2018	10/31/2017			

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

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### SCHEDULE

Name of Person or Organization:	Location and Description of Completed Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER, OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH REQUIREMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.	N/A

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

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.