

RESOLUTION NO. R-23-38

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ACE PIPE CLEANING, INCORPORATED, IN THE TOTAL AMOUNT NOT TO EXCEED \$100,000.00 FOR FY24 SEWER CLEANING AND TELEVISIONING, PROJECT SP2489.

WHEREAS, Kansas City, Missouri, awarded a contract to Ace Pipe Cleaning, Incorporated, titled "Industrial High CFM Vacuuming and Power Rodding and Liquid Sludge Waste Hauling" that included cooperative language and pricing; and

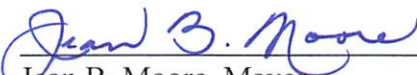
WHEREAS, the City of Gladstone wishes to enter into a contract with Ace Pipe Cleaning, Incorporated, for sewer cleaning, televising and related work under the terms and conditions of the Kansas City, Missouri, contract in accordance with Section 67.330, et seq. of the Revised Statutes of Missouri, known as the "State-Local Technical Services Act."

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 the contract for a total amount not to exceed \$100,000.00.

FURTHER, THAT, funds for such purpose are authorized from the Combined Waterworks and Sewerage System Funds.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 10TH DAY OF JULY 2023.


Jean B. Moore, Mayor

ATTEST:


Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-23-38

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/3/2023

Department: Public Works

Meeting Date Requested: 7/10/2023

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: Contract Award, FY24 Sewer Cleaning and Televising, Project SP2489

Background: The City of Gladstone cleans approximately 25% of the sanitary sewer collection system (150,000-linear feet) each year using a combination of contractors and in-house staff. Kansas City, MO (KCMO) recently awarded a contract to Ace Pipe Cleaning, Incorporated titled "Industrial High CFM Vacuuming and Power Rodding and Liquid Waste Hauling" that included cooperative language and pricing for sewer cleaning, televising, and related work.

Budget Discussion: Funds are budgeted in the CWSS Fund. Previous years' funding was \$120,000.00.

Public/Board/Staff Input: Staff recommends that the City of Gladstone execute a contract with Ace Pipe Cleaning, Incorporated in the total amount not to exceed \$100,000 for this work. The work will be performed under the terms and conditions of the KCMO contract in accordance with Section 67.330, et seq. of the Revised Statutes of Missouri, known as the "State-Local Technical Services Act."

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

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

BB
City Manager

R-23-38

**AGREEMENT
SP2489 FY24 SEWER CLEANING**

THIS AGREEMENT, made and entered into this 25th day of October, 2023, (the "Effective Date") by Ace Pipe Cleaning, Inc. (hereinafter "Contractor") and the City of Gladstone, Missouri (hereinafter "City").

WHEREAS, the City desires to engage the Contractor to provide cleaning, televising, and related work under the terms and conditions of the Kansas City, Missouri "Industrial High CFM Vacuuming and Power Rodding & Liquid Sludge Waste Hauling (EV2960)" attached hereto and incorporated herein in accordance with Section 67.330 et seq. of the Revised Statutes of Missouri, known as the "State-Local Technical Services Act".

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 June 30, 2024, unless otherwise extended or terminated as provided herein.

SECTION 2. Scope of Services. The Contractor shall provide the Project Services described in Exhibit B. 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.

SECTION 3. Payment. The Owner hereby agrees to pay the Contractor for the work performed in Exhibit B at the contract unit prices listed in Exhibit A not to exceed the total sum of \$ 100,000.00 unless authorized by the City pursuant to a change order approved by the City. Invoices will be processed monthly using the attached form and will be paid within thirty (30) days of receipt.

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: \$3,258,368 CSL for bodily injury and property damage per occurrence or sovereign immunity limits.
 - 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 \$3,258,368 CSL 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. The cost of the Labor and Materials Bond shall be calculated as 1% of the total cost of the work performed on the contract.

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: Timothy A. Nebergall
 4000 NE 76th St.
 Gladstone, Missouri 64119

Contractor: Ace Pipe Cleaning, Inc.
 Attn: Bruce Vantine
 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.

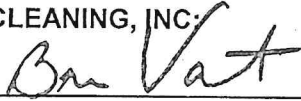
- M. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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: _____

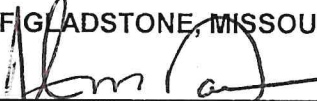


Name: Bruce Vantine

Title: Secretary/Treasurer

CITY OF GLADSTONE, MISSOURI:

By: _____



Name: Bob Baer

Title: City Manager

ATTEST:



Kris Keller

City Clerk, City of Gladstone, MO

EXHIBIT A
PROJECT SERVICES
(see attached)



MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: 06/01/2023	2. Contract No.: EV 2960 Effective Date: 06/01/2022
3. Name Ronnell E. Simpson, Sr. Title of sender Senior Procurement Officer Telephone Number: (816) 513- 0805	5. Supplier – Name and Address ACE PIPE CLEANING INC 6601 Universal AVE Kansas City, MO 64120
4. Issued By: CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	
6. SPECIAL INSTRUCTIONS: Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.	
7. Description of Modification Industrial High CFM Vacuuming and Power Rodding & Liquid Sludge Waste Hauling This contract is renewed for June 1, 2023 through May 31 2024.	

Contract EV 2960 is renewed for at the current price

from 06/01/2023 to 05/31/2024

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the extension date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such extension.

All other Terms and Conditions of Contract **EV 2960** remain unchanged.

8. City of Kansas City, Missouri

By: 
DocuSigned by:
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Senior Procurement Officer

5/25/2023



General Services Department

Procurement Services Division

1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793

(816) 513-1161
Fax: (816) 513-1156

TERM SUPPLY AND SERVICE CONTRACT

The City of Kansas City, Missouri, by authority of the Manager of Procurement Services, does hereby accept, with modifications if any, the following bid:

SUPPLIER: **Ace Pipe Cleaning**
referred to hereafter as the "Supplier")

SUPPLIER NO.: 113

CONTRACT NO.: EV 2960

EFFECTIVE DATES: From 06/01/2022 to 05/31/2023

DESCRIPTION: Ace Pipe Cleaning, Industrial High CFM Vacuuming and Power
Rodding & Liquid Sludge Waste Hauling

A copy of the Supplier's information is attached; and items not awarded, if any, have been deleted. This bid with **INSTRUCTIONS AND CONDITIONS** and any **ADDENDA** is attached hereto and hereby made a part of this Contract.

No financial obligation shall accrue against the City until the Supplier shall make delivery pursuant to order of the Manager of Procurement Services, and unless such order bears the written statement of the Director of Finance that there is a balance otherwise unencumbered to the credit of the appropriation to which the same 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 obligations thereby incurred.

Supplier shall submit a performance bond to the City of Kansas City, Missouri with good and sufficient sureties in the sum of --NOT REQUIRED-- for the faithful performance of this Contract. Bond shall be furnished within the time and in the manner prescribed in paragraph 18, Performance Bond Requirements, **INSTRUCTIONS AND CONDITIONS**.

The Manager of Procurement Services for the City of Kansas City, Missouri shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, said Manager shall at his option declare this Contract void, and for any loss or damage by reason of such breach, whether this Contract is annulled or not, said Supplier and the sureties on said bond shall be liable.

The Contract incorporates the following:

BID NUMBER: EV 2960
ATTACHMENT: **INSTRUCTIONS AND CONDITIONS**

Ronnell E. Simpson, Sr.



Prepared By: SPO

Name

Title

Signature

Date

DocuSigned by:

Ronnell E. Simpson, Sr.

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6/1/2022

Darrell Everette

Approved By: Name

Title

Signature

Date

Manager of Procurement Services

DocuSigned by:

Darrell Everette

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6/1/2022



ACE PIPE CLEANING

A Carylton Company

IFB: EV2960

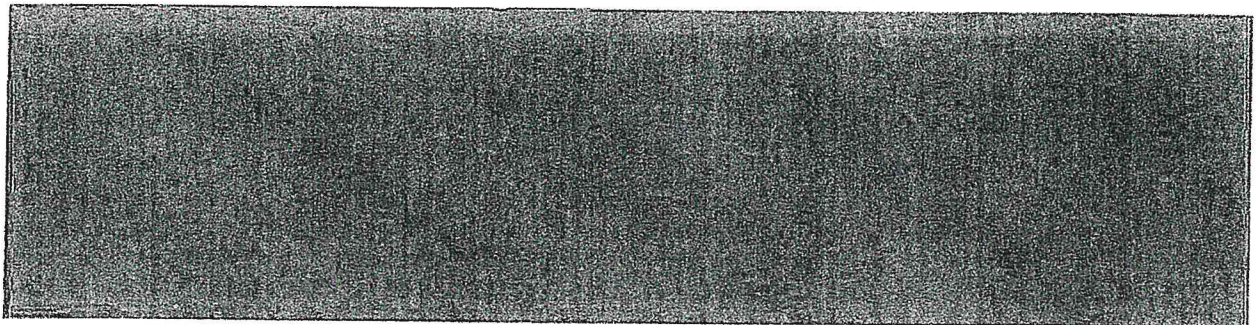
**Industrial High CFM Vacuuming and Power Rodding
& Liquid Sludge Waste Hauling**

Due Date: May 17, 2022 @ 1:00 PM

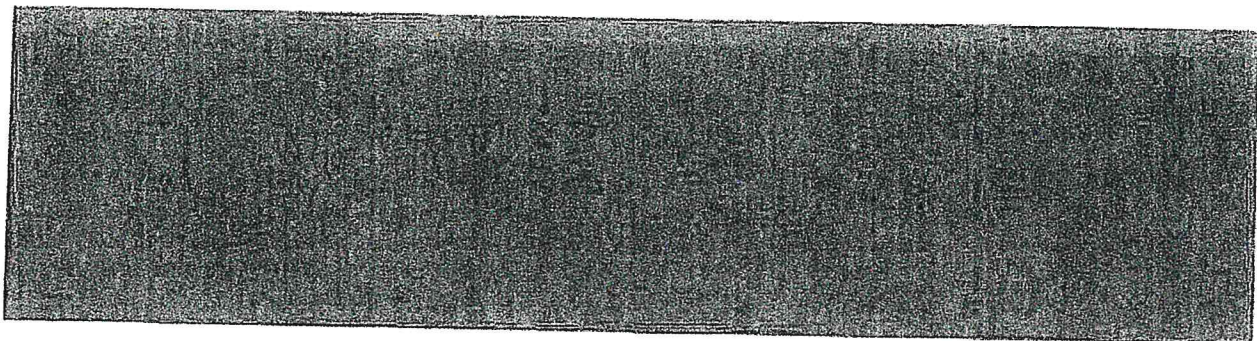
**Kansas City Water Services
Procurement Services Division
1st Floor, Room 102 W City Hall
414 East 12th Street
Kansas City, MO 64106-2793**

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TAB 1
Introduction Letter





ACE PIPE CLEANING
A Carylton Company

office@acepipe.com

5/17/2022

Mr. Ronnell E Simpson, Sr.
Senior Procurement Officer
City of Kansas City Missouri
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, MO 64106-2793

**SUBJECT: ITB EV2690 Industrial High CFM Vacuuming & Power Rodding Services
& Liquid Sludge Waste Hauling**

Dear Mr. Simpson:

The team of Ace Pipe Cleaning respectfully submits the attached pricing in response to the ITB EV2690. All of our work will be started and completed out of our Kansas City offices, utilizing locally employed field technicians from Local 663 Laborers Union and office personnel, who are currently qualified and certified and bring years of experience in this industry.

Our team offers:

- A full understanding of the City's sewer system and Overflow Control Plan
- Working relationships with the Water Services personnel
- A common respect for each other's complementary knowledge, abilities, and expertise

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

We look forward to this opportunity!

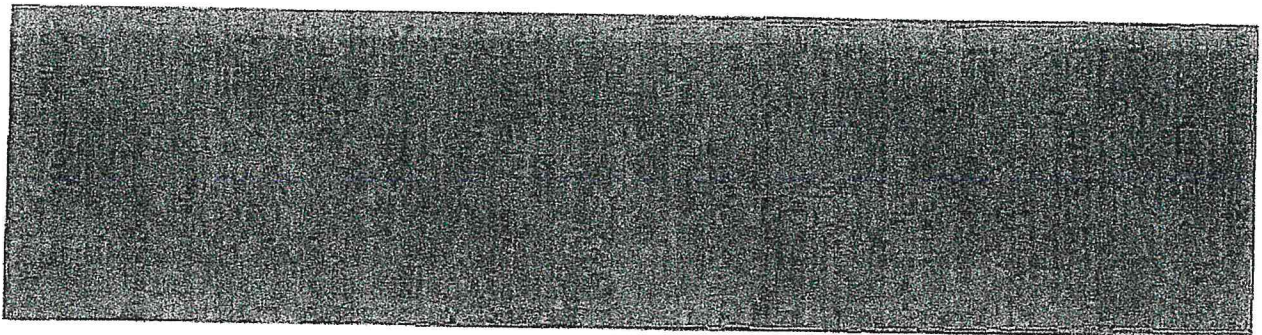
Sincerely,

Ace Pipe Cleaning, Inc.


Theresa Calvert

Vice President
Ace Pipe Cleaning, Inc.

TAB 2
Price Exhibits





CITY OF KANSAS CITY, MISSOURI

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

PRICING

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

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	QUANTITY	TOTAL
91070 96221 96869		<u>BIDDER MUST SUBMIT A LIST OF AVAILABLE EQUIPMENT WITH BID.</u>		
		HIGH CFM VACUUMING AND POWER RODDING SERVICES		
	1.	VACUUM TRUCK, WET APPLICATIONS A. HOURLY RATES (INCLUDES VAC TRUCK AND OPERATOR)	STANDARD OVERTIME HOLIDAY	\$ 86.50 /HR \$ 98.50 /HR \$ 98.50 /HR
	2.	VACUUM TRUCK, DRY APPLICATIONS A. HOURLY RATES (INCLUDES VAC TRUCK AND OPERATOR) (INCLUDES 100 FEET OF FLEX HOSE)	STANDARD OVERTIME HOLIDAY	\$ 86.50 /HR \$ 98.50 /HR \$ 98.50 /HR
	3.	CATCH BASIN AND SEWER CLEANER, WET APPLICATIONS A. HOURLY RATES (INCLUDES VAC TRUCK AND OPERATOR)	STANDARD OVERTIME HOLIDAY	\$ 86.50 /HR \$ 98.50 /HR \$ 98.50 /HR
	4.	IN THE EVENT CURRENT PRICE LISTS OR CATALOGS ARE NOT PRACTICAL TO BE USED FOR ESTABLISHING PRICES, STATE MEANS OF ESTABLISHING PRICES DISCOUNT OF 5 % BASED ON <u>REGULARY HOURLY RATES LIST ON EXHIBIT A - EQUIPMENT AND OPERATORS ONLY.</u> DEALERS COST PLUS MARK UP OF 10 % BASED ON <u>SUBCONTRACTORS, BYPASS PUMPING AND RENTALS WILL BE MARKED UP 10%.</u>		



CITY OF KANSAS CITY, MISSOURI

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

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	QUANTITY	TOTAL
	6.	STATE PROMPT PAYMENT DISCOUNT OFFERED ABOVE. _____ NONE		
	6.	SLUDGE HAULING FOR THE WATER DEPT		<u>\$0.058 PER GALLON</u>
	7.	EMERGENCY SLUDGE HAULING		<u>\$0.088 PER GALLON</u>
		OTHER PRICES: PLEASE ATTACH LISTING OF SERVICES. <u>SEE ATTACHED EXHIBITS A, B, C, D & E</u> <u>FOR ADDITIONAL SERVICES TO INCLUDE</u> <u>SEWER MAINTENANCE SERVICES</u> <u>WATER LINE SERVICES</u> <u>STREET SWEEPING</u> <u>POTHOLING/HYDRO-EXCAVATING</u>		



CITY OF KANSAS CITY, MISSOURI

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

SUPPLIER INFORMATION

1. OTHER ITEM DISCOUNTS

Please state the City contract discount from the Manufacturer's Current Price List.

SEE PAGE 1 – 5% DISCOUNT OF REGULAR HOURLY RATES LISTED ON EXHIBIT A –
EQUIPMENT AND OPERATORS ONLY.

Percentage Discount: 5% -SAME AS ABOVE

2. HOURS OF OPERATION AND LOCATION

APC IS AVAILABLE 24/7 – 1-800-325-9372

Monday through Friday _____ a.m. to _____ p.m.

Holidays and Weekends _____ a.m. to _____ p.m.

Contact Name MARK CALVERT, JEREMY CHEEK OR BRIAN CARPENTER

Telephone Number 816-241-2891 OR 1-800-325-9372

Cell Phone Number 816-853-6989

Address of Service Location(s) 6601 UNIVERSAL AVE, KCMO, 64120

3. DELIVERY SERVICES

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

State normal delivery schedule: AS NEEDED

State minimum order value to qualify for free delivery: \$ FOUR HOUR MINIMUM FEE

State cost of delivery if less than minimum order value: \$ FOUR HOUR MINIMUM FEE



CITY OF KANSAS CITY, MISSOURI

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

ADDITIONAL INFORMATION

1. CONTRACT PERIOD

The initial contract period shall be from 06/01/ 2022 through 05/31/2023.

2. RENEWAL OPTIONS

	OPTION YEAR	DATE RANGE OF RENEWALS	PRICES BID TO REMAIN FIRM & FIXED PRICING?	
			YES	NO
2.1	One	June 1, 2023 through May 31, 2024	<u> X </u>	_____
2.2	Two	June 1, 2024 through May 31, 2025	<u> X </u>	_____
2.3	Three	June 1, 2025 through May 31, 2026	<u> X </u>	_____
2.4	Four	June 1, 2026 through May 31, 2027	<u> X </u>	_____

3. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

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

YES X NO _____



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4. AUTHORIZED SIGNATURE

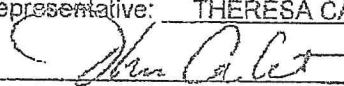
By submission of the IFB, the undersigned certifies that:

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

* * *

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

Authorized Representative: THERESA CALVERT

Signature: 

Title: VICE PRESIDENT

Company Name: ACE PIPE CLEANING, INC.

Address: 6601 UNIVERSAL AVE

City, State, Zip: KANSAS CITY, MO 64120

Telephone Number: 816-241-2891

Fax Number: 816-241-5054

E-mail Address: BIDS@ACEPIPE.COM

E-mail Address for Purchase Orders: BIDS@ACEPIPE.COM AND AR@ACEPIPE.COM

Date: 5/17/2022

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

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

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

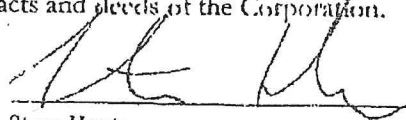
Steve Hontz
Don Uberroth
Theresa Calvert
Bruce Vantine

President
Vice President
Vice President
Secretary / Treasurer

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

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

Dated: January 10, 2019



Steve Hontz,
Being the Sole Director of the Corporation



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5. **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 CLAY)

On this 17TH day of MAY, 2022, before me appeared
THERESA CALVERT, 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 VICE
PRESIDENT (title) of ACE PIPE CLEANING, INC.
(business entity) and I am duly authorized, directed or empowered to act with full authority on
behalf of the business entity in making this affidavit.

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

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

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



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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.

Affiant's signature

Subscribed and sworn to before me this 17TH day of MAY, 2022.

Notary Public

My Commission expires:

4/11/2025

ANNE C MOORE
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Clay County
My Commission Expires 4/11/2025
Commission # 17285637



Company ID Number: 96591

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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

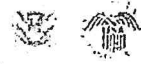


Company ID Number: 96591

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

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

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



Company ID Number: 96591

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



EXHIBIT A - HOURLY RATES

Bid: EV2960

Project Title: Industrial High CFM Vacuuming & Power Rodding & Liquid Sludge Waste Hauling

Proposer: ACE PIPE CLEANING INC.

RATE SHEET EFFECTIVE 1/17/2022		2022 PRICE	
CODE	REGULAR RATES (6 Hour Minimum, Rental to Portal)		
GIS MGR	GIS Asset Management	\$ 85.00	Hr
LAB	Additional Laborer	\$ 110.00	Hr
MAROOKA	Marooka (Equipment Only)	\$ 115.00	Hr
OP CASE TRAC	Operator & Case Tractor - (Off Road)	\$ 185.00	Hr
OP CLAM	Operator and Clam Truck	\$ 155.00	Hr
OP DV	Operator & Dry Vacuum	\$ 210.00	Hr
OP EASE	Operator & Easement Machine with (1) Support Truck	\$ 200.00	Hr
OP HE	Operator & Hydro-Excavator	\$ 215.00	Hr
OP JC	Operator & Jetter/Combo Unit	\$ 215.00	Hr
OP JC TV	Operators, Jetter/Combo & TV Truck	\$ 400.00	Hr
OP JET	Operator & Jetter	\$ 200.00	Hr
OP JET TV	Operators, Jetter & TV Truck	\$ 320.00	Hr
OP JJC	Operator & Jumbo Jetter/Combo Unit	\$ 240.00	Hr
OP ST SWEEP	Operator & Street Sweeper	\$ 200.00	Hr
OP TRAC	Operator & Tractor - Highway	\$ 185.00	Hr
OP TV	Operator & TV Truck	\$ 220.00	Hr
OP VT	Operator & Wet Vacuum	\$ 200.00	Hr
OP WB	Operator & Waterblaster	\$ 210.00	Hr
OPS BUCK	(2) Operators & (2) Bucket Machines & (2) Support Trucks	\$ 375.00	Hr
PUMP	4-inch Pump (Equipment Only)	\$ 110.00	Hr
ROLL OFF	Operator & Roll-Off Truck	\$ 155.00	Hr
STICK PUMP	Stick Pump (Equipment Only)	\$ 110.00	Hr
SUBMERS PUMP	Electric Submersible Pump (Equipment Only)	\$ 125.00	Hr
SUP TRK	Support Truck (Safety, Fuel and/or Pipe Supplies)	\$ 110.00	Hr
OVERTIME (Over 6 Hr/Day) Labor Rates (See Payroll for Rates)			
GIS MGR	GIS Asset Management	\$ 105.00	Hr
LAB OT	Additional Laborer	\$ 130.00	Hr
OP CASE TRAC OT	Operator & Case Tractor - (Off Road)	\$ 205.00	Hr
OP CLAM OT	Operator and Clam Truck	\$ 170.00	Hr
OP DV OT	Operator & Dry Vacuum	\$ 225.00	Hr
OP EASE OT	Operator and Easement Machine with (1) Support Truck	\$ 215.00	Hr
OP HE OT	Operator & Hydro-Excavator	\$ 230.00	Hr
OP JC OT	Operator and Jetter/Combo Unit	\$ 230.00	Hr
OP JC TV OT	Operators, Jetter/Combo and TV Truck	\$ 430.00	Hr
OP JET OT	Operator and Jetter	\$ 215.00	Hr
OP JET TV OT	Operators, Jetter & TV Truck	\$ 350.00	Hr
OP JJC OT	Operator & Jumbo Jetter/Combo Unit	\$ 250.00	Hr
OP ST SWEEP OT	Operator & Street Sweeper	\$ 215.00	Hr
OP TRAC OT	Operator & Tractor - Highway	\$ 205.00	Hr
OP TV OT	Operator and TV Truck	\$ 235.00	Hr
OP VT OT	Operator & Wet Vacuum	\$ 215.00	Hr
OP WB OT	Operator & Waterblaster	\$ 225.00	Hr
OPS BUCK OT	(2) Operators & (2) Bucket Machines & (2) Support Trucks	\$ 405.00	Hr
ROLL OFF OT	Operator & Roll-Off Truck	\$ 170.00	Hr
ACCESSORIES			
CSE	Confined Space Equipment - Tripod, Gas Detector, Etc	\$ 200.00	Day
HOSE	6-inch Plastic Vacuum Hose - Per 100-foot roll	\$ 175.00	100' Roll
METAL FLEX	6-inch Metal Flex - per foot	\$ 20.00	Ft
NOZZLE	Hurricane Nozzle	\$ 35.00	Hr
PPE	PPE - Per Person/Per Day	\$ 40.00	Ea
	FUEL SURCHARGE	12%	
	MOBILIZATION FEE FOR OUTSIDE THE METRO AREA		

EXHIBIT B - OPTIONAL UNIT PRICING (CFO) - SEWER CLEANING & WORK ORDERS STRUCTURE - 10,000 FEET OR GREATER - 10,000 FEET OR GREATER - 10,000 FEET OR GREATER

Bid: EV2350

Project Title: Industrial High CFM Vacuuming & Power Rodding & Liquid Sludge Waste

Pronoser: ACE PIPE CLEANING INC.

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

* FOR WORK ORDERS GREATER THAN 10,000 FEET

* BYPASS PUMPING IS NOT INCLUDED IN THIS PRICE

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

Bid: EV2960

Project Title: Industrial High CFM Vacuuming & Power Rodding & Liquid Sludge Waste Hauling

Proposer: ACE PIPE CLEANING INC.

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

Project Preparation-Water Main Inspections, KCMO Water Services

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

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

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

EXHIBIT D - OPTIONAL UNIT PRICING FOR STREET SWEEPING		
Bid: EV2960		
Project Title: Industrial High CFM Vacuuming & Power Rodding & Liquid Sludge Waste		
Proposer: ACE PIPE CLEANING INC.		
Item Description	Units	Rate
STREET SWEEPING		
Work Orders (200 miles or more)	per Gutter Mile	\$150.00
Work Orders (less than 200 miles)	per Gutter Mile	\$200.00

**EXHIBIT E: OPTIONAL UNIT PRICING FOR POT-HOLING / HYDRO-EXCAVATION
(AND SERVICE LINE INVESTIGATIONS)**

Bid: EV2950

Project Title: Industrial High CFM Vacuuming & Power Rodding & Liquid Sludge Waste Hauling

Proposer: ACE PIPE CLEANING INC.

MINIMUM WORK ORDER SIZE 500 PREMISES

DESCRIPTION OF WORK

Unit (Item Cost)

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

NOTES:

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

Initial backfill to occur immediately after investigation is complete.

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

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

APC EQUIPMENT LIST

5/5/2022

DESCRIPTION	UNIT NO.	YEAR	MAKE	MODEL
GUZZLER	G164	2005	INTERNATIONAL	TRUCK
GUZZLER	G194	2006	INTL	TRUCK
GUZZLER	H147	1992	WHITE GMC	TRUCK
CLEAN EARTH	H150	1993	GMC	TRUCK
CLEAN EARTH	H154	1996	GMC	TRUCK
CLEAN EARTH	H158	1996	GMC	TRUCK
CLEAN EARTH	H157	1998	GMC	TRUCK
CLEAN EARTH	H162	2000	GMC	TRUCK
CLEAN EARTH	H171	2004	GMC	TRUCK
VACTOR	H177	2009	INTL	TRUCK
VACTOR	H181	2010	INTERNATIONAL	TRUCK
VACTOR	H182	2009	INTL	TRUCK
VC EXPRESS	H186	2006	INTL	TRUCK
SEWER DUCK	H188	2005	INTL	TRUCK
GPM	H190	2013	AUTOCAR	TRUCK
GPM SEWERDUCK	H194	2014	FREIGHTLINER	TRUCK
GPM SEWERDUCK	H198	2015	FREIGHTLINER	TRUCK
GPM SEWERDUCK	H199	2015	FREIGHTLINER	TRUCK
GPM SEWERDUCK	H206	2018	FREIGHTLINER	TRUCK
GPM SEWERDUCK	H207	2018	FREIGHTLINER	TRUCK
ALLJETVAC	H216	2020	FREIGHTLINER	TRUCK
CLEAN EARTH	JC136	1999	VOLVO	TRUCK
CLEAN EARTH	JC160	2003	VOLVO	TRUCK
CLEAN EARTH	JC167	2003	VOLVO	TRUCK
CLEAN EARTH	JC168	2003	VOLVO	TRK
VACTOR	JC211	2005	IH	TRK
VACTOR	JC221	2006	IH	TRK
VACTOR	JC229	2006	IH	TRUCK
VACTOR	JC262	2001	STERLING	TRUCK
VACTOR	JC264	2002	INTL	TRUCK
VACALL	JC288	2009	STERLING	TRUCK
CLEAN EARTH	JC296	2005	INTL	TRUCK
CLEAN EARTH	JC297	2005	INTL	TRUCK
ALLJETVAC	JC306	2009	STERLING	TRUCK
ALLJETVAC	JC307	2011	INTL	TRUCK
ALLJETVAC	JC313	2006	INTL	TRUCK
ALLJETVAC	JC314	2009	INTERNATIONAL	TRUCK
VACALL	JC317	2014	FREIGHTLINER	TRUCK
VACALL	JC319	2014	FREIGHTLINER	TRUCK
VACALL	JC330	2015	FREIGHTLINER	TRUCK
VACALL	JC336	2015	WESTERN STAR GL	TRUCK
VACALL	JC337	2015	WESTERN STAR GL	TRUCK
VACALL	JC360	2016	WESTERN STAR GL	TRUCK
ALLJETVAC	JC381	2016	FREIGHTLINER	TRUCK
VACALL	JC401	2014	FREIGHTLINER	TRUCK
VACALL	JC423	2014	FREIGHTLINER	TRUCK
VACALL	JC424	2014	FREIGHTLINER	TRUCK
VACALL	JC430	2020	WESTERN STAR GL	TRUCK
VACALL	JC439	2020	FREIGHTLINER	TRUCK
GPM SEWERDUCK	JJ212	1999	VOLVO	TRUCK
CLEAN EARTH	JJC149	2000	VOLVO	TRUCK
CLEAN EARTH	JJC214	2005	INTL	TRK
SUPERVAC	JJC280	2010	AUTOCAR	TRUCK
SUPERVAC	JJC325	2015	FREIGHTLINER	TRUCK
VACALL	JJC421	2020	WESTERN STAR	TRUCK

APC EQUIPMENT LIST

5/5/2022

EQUIPMENT DESCRIPTION	UNIT NO.	YEAR	MAKE	MODEL
ROLL OFF UNIT	R04	2006	KENWORTH T800	ROLL-OFF
ROLL OFF UNIT	R05	2019	FREIGHTLINER	ROLL-OFF
RECYCLER 316	RCY363	2016	KENWORTH T800	TRUCK
RECYCLER	RCY373	2017	WESTERN STAR GL	TRUCK
CLEAN EARTH	80 GPM JC standard	RCY377	2002	VOLVO
AJVR1015	87 GPM RECYCLER	RCY389	2017	WESTERN STAR GL
AJVR1015	87 GPM RECYCLER	RCY390	2017	WESTERN STAR GL
AJVR1015	87 GPM RECYCLER	RCY391	2017	WESTERN STAR GL
CLEAN EARTH	80 GPM SJC	SJC117	1997	VOLVO
	SJC130	1999	VOLVO	TRUCK
	CCTV PEARPOINT	SP01	1999	GMC
ELGIN EAGLE	STREET SWEEPER	SS44	2015	FREIGHTLINER
ELGIN EAGLE	STREET SWEEPER	SS45	2007	STERLING
ELGIN EAGLE	STREET SWEEPER	SS51	2016	FREIGHTLINER
SAFEVAC		SV100	1996	VOLVO
VACALL	AVRB-18	SV108	1997	VOLVO
VACALL	AVRB-18	SV121	1999	VOLVO
	TRACTOR	TR1	2007	VOLVO
	TRACTOR	TR2	2007	VOLVO
	TRACTOR	TR3	2005	FREIGHTLINER
	TRACTOR	TR4	2005	FREIGHTLINER
ARIES	TV STANDARD	TV118	2005	CHEV
		TV120	2005	CHEV CUTAWAY
		TV128	2005	CHEV
ARIES	TV STANDARD	TV172	2009	CHEV
		TV173	2009	CHEV
CUES	TV STANDARD	TV188	2010	MERCEDES
CUES	TV LATERAL LAUNCH	TV196	2012	INTL
CUES	TV STANDARD	TV199	2007	INTL
CUES	TV STANDARD	TV202	2007	INTL
CUES	TV STANDARD	TV203	2007	INTL 4200LP
ROB PIPE	CCTV/Sonar	TV207	2005	GMC T-7500
REDZONE/CUES	CCTV/ Sonar Mid Dia	TV219	2014	FORD F850
MIDWEST VAC	PANORAMO	TV220	2014	MERCEDES
ARIES	TV STANDARD	TV222	2014	FORD F450
RAUSCH	LASER/LATERAL	TV239	2015	MERCEDES
		TV240	2015	FREIGHTLINER
MIDWEST VAC	TV LAT LAUNCH IBAK	TV245	2015	FORD TRANSIT
		TV248	2006	FREIGHTLINER
ENVIROSIGHT	ROVVER X 300M	TV256	2013	NISSAN
		TV264	2011	FREIGHTLINER
ENVIROSIGHT	ROVVER X	TV268	2017	FORD
ENVIROSIGHT	ROVVER X	TV269	2017	FORD
ENVIROSIGHT	ROVVER X	TV275	2017	FORD
AIRS	TV STANDARD	TV293	2003	FORD
		TV303	1999	FORD E450 CUTAWAY
		TV304	2001	INTL 4700
		TV305	2002	FORD E450 CUTAWAY
		TV311	2019	CHEV 5500HD
		TV312	2019	CHEV 5500HD
VACALL		V214	2009	STERLING
ALIVAC	VACALL AVRB-18	V223	2002	VOLVO
PRESVAC	VTMed 3000 gal	VT 71	2003	VOLVO
PRESVAC	VTMed 3000 gal	VT103	2006	INTL
VACCON	VTMed 3000 gal	VT106	2009	INTL

APC EQUIPMENT LIST

5/5/2022

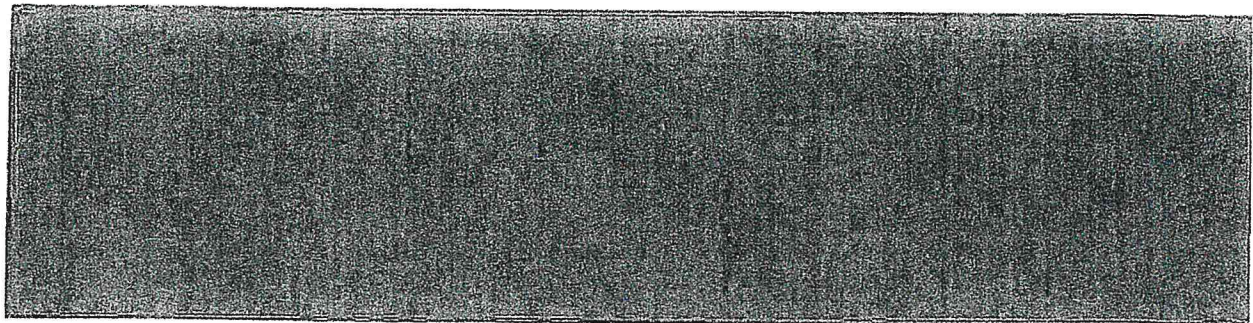
EQUIPMENT DESCRIPTION	INVENTORY	YEAR	MANUFACTURER	MODEL
PRESVAC	VT117	2012	INTERNATIONAL	TRUCK
PRESVAC	VTMed 3200 gal	2016	FREIGHTLINER	TRUCK
PRESVAC	VTMed 3200 gal	2016	FREIGHTLINER	TRUCK
	VT128	1994	WHITE GMC	TRUCK
	VV53	2005	FORD	TRUCK
CUES	GROUT TRK	2015	FREIGHTLINER	TRUCK
	GROUT/CCTV	2020	FREIGHTLINER	TRUCK
JETSTREAM	WB PUMP HP 380/450	1997	INTL 4700	TRUCK
JETSTREAM	WB PUMP HP 380/450	1998	GMC	TRUCK
	WBT1	1996	GMC	TRUCK
JD7	JD7 INVESTIGATOR	2016	MERCEDES	VAN
	TV - ATV MOUNTED	2005	POLARIS	ATV
CUES	TV - ATV MOUNTED	2013	POLARIS RANGER	ATV
ARIES	TV - ATV MOUNTED	2012	KAWASAKI MULE	ATV
ARIES	TV - ATV MOUNTED	2013	KAWASAKI MULE	ATV
MIDWEST VAC	PANORAMO SI	2016	POLARIS RANGER	ATV
	TV - ATV MOUNTED	2016	POLARIS 6X6	ATV
MIDWEST VAC	PANORAMO SI MH	2018	POLARIS	ATV
MS-101 FLYEYE	TRAILER MOUNTED	2015	BIG TEX	TRAILER
MS-102 FLYEYE	TRAILER MOUNTED	2015	SURE-TRAC	TRAILER
MS-103 FLY EYE - CUES	TRAILER MOUNTED	MS-103 TV277	CUES TRAILER	TRAILER
	PULL CEMENT EQUIP	POL-1	2018	2018 POLARIS
	PULL CIPP EQP/MAT	POL-2	2018	2018 POLARIS
RNCRIKSPS	GENERAL USE	POL-3	2020	2020 POLARIS
Mdl R21TAE99A1 999 cc	GENERAL USE	POL-4	2021	2021 POLARIS
SEWER EQUIP OF AMER		TJ8	2015	TRAILER JETTER
SEWER EQUIP OF AMER		TJ3	2012	TRAILER JETTER
SEWER EQUIP OF AMER		TJ4	213	TRAILER JETTER
NLB		TJ5	2014	TRAILER JETTER
SEWER EQUIP OF AMER		TJ6	2008	TRAILER JETTER
SEWER EQUIP OF AMER		TJ7	2008	TRAILER JETTER
SEWER EQUIP OF AMER		TJ9	2015	TRAILER JETTER
EASEMENT MACHINE		EM3	2007	NMI
EASEMENT MACHINE		EM4	2008	NMI
EASEMENT MACHINE W/REEL (prev ER5)		EM5	2017	KUBOTA
EASEMENT MACHINE		EM6	2008	TRLR
EASEMENT MACHINE W/REEL		ER1	1999	SECA
EASEMENT MACHINE W/REEL		ER2	2005	
EASEMENT MACHINE W/REEL		ER3		
EASEMENT MACHINE W/REEL		ER4		
SEWER EQUIP OF AMER		HT1	2008	TRAILER JETTER
HARBIN TRAILER JETTER			2012	HARBIN
HARBIN TRAILER JETTER		HT2		
BUCKET MACHINE		B 25		4 CYL RMF
BUCKET MACHINE		B 26	1970	4 CYL RMF
BUCKET MACHINE		B 27		
BUCKET MACHINE		B 39		
BUCKET MACHINE		B 40	1971	4 CYL RMF
BUCKET MACHINE		B 41	1971	4 CYL RMF
BUCKET MACHINE		B 42		4 CYL RMF
BUCKET MACHINE		B 43	1972	4 CYL RMF
BUCKET MACHINE		B 44	1972	4 CYL RMF
BUCKET MACHINE		B 50	1972	4 CYL RMF
BUCKET MACHINE		B 51		
BUCKET MACHINE		B102		

APC EQUIPMENT LIST

5/5/2022

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

TAB 3
Qualifications





**Steve
Hontz**
President

Steve Hontz is the President of Ace Pipe Cleaning, Inc. (APC) and has 28 years of experience in the Environmental Maintenance Industry. He is currently responsible for offices located in Kansas City, MO - Fort Worth, TX - San Antonio, TX - Nashville, TN - St. Louis, MO and Hayden, AZ.

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

Years of Experience: 28

Certifications:

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

Project Experience Summary:

Industrial High CFM Vacuuming & Power Rodding EV1314 and EV2359

Kansas City Water Services

President

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

SEWER REHABILITATION SERVICES – TERM & SUPPLY

Owner: City of Columbia, MO.

Contract Value: \$3,730,359.69 Annually

Term: 2012 to Present

Contact: Nate Runyan – 573-441-5482

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

CCTV & PHYSICAL INSPECTION OF SEWERS

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

Term: 2003 to Present

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

INTERCEPTOR CONDITION ASSESSMENT PROGRAM

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

Owner: City of Fort Worth, TX.

Term: 2009 to Present

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



**Don
Uberroth**
Executive Vice President

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

Years of Experience: 12

Certifications:

- Class A Collection System Operator
- 10 Hour OSHA
- PACP/MACP/LACP Certified

Project Experience Summary:

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

Project Experience – Partial Listing

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



**Mark
Calvert**
Operations Manager

Years of Experience: 26

Certifications:

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

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

Mark has over 25 years of sewer inspection experience and is specialized in all phases of field evaluations. These include manhole inspections, line lamping, flow monitoring, dye-test confirmation, smoke testing, building inspections, cleaning and televising of sewers, GPS surveys and data collection, public relations, field management, quality control and assurance, and safety training and safety oversight. He has his OSHA 10-Construction Safety Awareness, 40-hour Hazardous Material Worker Training, Medical Services First Aid, CPR and Excavation Safety Training. He has also received his SCBA training and is NASSCO PACP certified as a trainer for pipeline inspections.

Relevant Recent Experience

- 1277 and 1277-1 City Wide Sewer Line Cleaning, CCTV Inspection and Manhole Locating and Opening for Over Flow Control Program Projects - Kansas City Water Services
- EV2359 Sewer System Maintenance (SSES) and Sludge Hauling Wastewater - Kansas City Water Services
- CID Emergency Sanitary Sewer Cleaning - Unified Government of Wyandotte County
- Large Diameter Clean and CCTV - Pueblo, CO
- Phase 1 - Sanitary Sewer Televised Inspection Services - Little Blue Valley Sewer District
- Sanitary Sewer Overflow Control Program Group 1 through Group 5 - SSES and CIPP Prep for Sewer Rehabilitation - Springfield, MO



Brian Carpenter
Project Manager

6601 Universal Avenue
Kansas City, MO 64120
bcarpenter@acepipe.com

Years of Experience: 17

Certifications:

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

Project Experience Summary:

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

Kansas City Water Services

Project Manager

For 11 years, Brian has been the lead Project Manager on this maintenance project. He coordinates and schedules various large and small projects as needed at the various Wastewater Treatment Plants in Kansas City, MO. This project requires that the crews arrive on time with the proper equipment and safety supplies. Brian makes sure that this happens every time a call comes in.

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

City Wide Hydrant Maintenance and Inspection

Kansas City Water Services

Project Manager

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

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

FY2006 Sewer Line Repairs Contract #909

Kansas City Water Services

Project Manager

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

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



Chad Siegfried Safety Manager

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

Years of Experience: 7

Certifications:

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

Project Experience Summary:

Industrial High CFM Vacuuming & Power Rodding EV1314 and EV2359

Kansas City Water Services

Safety Manager

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

Partial Project Experience Listing

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

Metro Water Services, Nashville, TN

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

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

Contract Value: \$25M

Contract Period: 2020 – Present

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

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



NASSCO

CERTIFICATE OF COMPLETION

PROUDLY PRESENTED TO

Mark Calvert

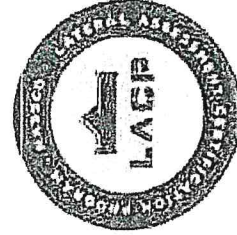


Certification Number: U-210-015

Expiration Date: 3/28/2025

Sheila Joy

Sheila Joy
Executive Director



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



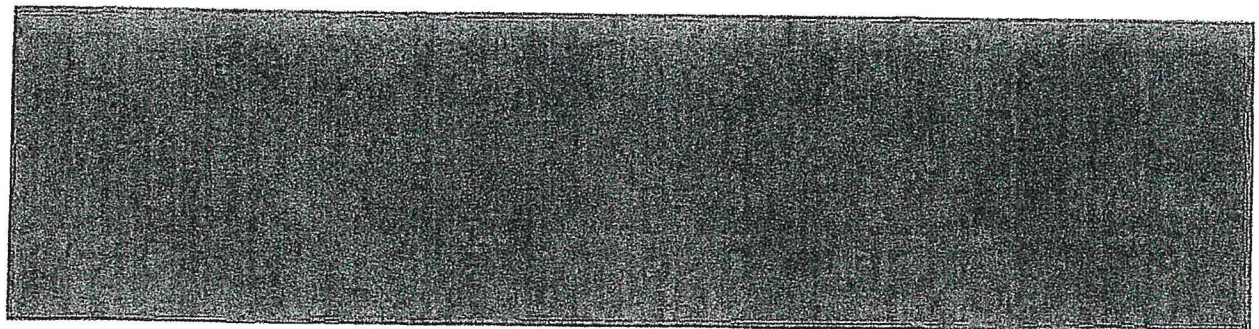
ACE PIPE CLEANING
A Carylton Company

6601 Universal Avenue
Kansas City, MO 64120
o: (816) 241-2891
f: (816) 241-5054
office@acepipe.com

CCTV Technicians

Luman Holloway	PACP Certificate # U-0718-0703002484
Rob Hickson	PACP Certificate #U-0221-704R0465
James Smith	PACP Certificate #U-314-06020875
Shane Meirath	PACP Certificate #U-0520-70309412

TAB 4
HRD FORMS



CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number EV2960

Project Title INDUSTRIAL HIGH DRY VACUUMING AND POWER RODDING & FLOID SUDGE WAS [1] HAULING

EV2960

(Department Project)

WATER SERVICES

Department

ACE PIPE CLEANING, INC.

(Bidder/Proposer)

STATE OF MISSOURI

)

COUNTY OF JACKSON

) ss
)

I, THERESA CALVERT
state as follows:

, of lawful age and upon my oath

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 11 % MBE and 11 % 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: 11 % MBE 11 % 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 Elite Root Control
Address 1000 Progress Street, Liberty, MO 64068
Telephone No. 816-923-1744
I.R.S. No. 45-4702859
- b. Name of WBE Firm Shedigs II LLC
Address 600 SE Central Dr., Blue Springs, MO 64014

I.R.S. No. 45-5420688

- c. Name of M/WBE Firm _____
Address _____
Telephone No. _____
L & S. No. _____

- d. **Name of M/WBE Firm**
Address
Telephone No.
FAX No.

- e. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

- f. **Name of M/WBE Firm**
Address
7400 1st Ave
P.O. Box 100
P.O. Box 100
P.O. Box 100

(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:

[illegible]

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
SHEDIGS IT LLC	CONTRACTOR	11%	100%	11%

TOTAL WBE \$ / TOTAL WBE %: \$ TBD 11 %

*"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.

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve

8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: THERESA CALVERT
Address: 6601 UNIVERSAL AVE. KCMO 64120

Phone Number: 816-241-2891

Facsimile number: 816-241-5054

E-mail Address: BIDS@ACEPIPE.COM

By:

Theresa Calvert

Title: THERESA CALVERT, VICE PRESIDENT

Date: 5/17/2022

(Attach corporate seal if applicable)



Subscribed and sworn to before me this 17TH day of MAY, 2022.

My Commission Expires:

4/11/2025

Anne C. Moore
Notary Public

ANNE C MOORE
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Clay County
My Commission Expires 4/11/2025
Commission # 17285637

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, THERESA CALVERT, acting in my capacity as VICE PRESIDENT
(Name) *(Position with Firm)*
of ACE PIPE CLEANING, INC., with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and
true to the best of my knowledge.

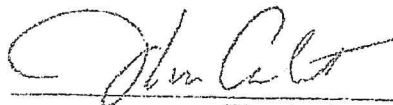
ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT *(Check one only)*

15 days	75 days	135 days
30 days	90 days	150 days
45 days	105 days	165 days
60 days	120 days	180 days
Other <u>365 DAYS</u> (Specify)		

Throughout _____ Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 100%
Beginning 1/3 _____ % Middle 1/3 _____ % Final 1/3 100 %

PLEASE NOTE: Any changes in this timetable require approval of the Human Relations Department in advance of the change.

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


(Signature)

THERESA CALVERT, VICE PRESIDENT
(Position with Firm)

5/17/2022
(Date)



LETTER OF INTENT TO SUBCONTRACT

Project Name/Title INDUSTRIAL HIGH CFM VACUUMING AND

Project Location/Number EV2960

Check one:

Original LOI: ☒

Updated LOI: ☐

PART 1 Prime Contractor ACE PIPE CLEANING INC. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor ELITE ROOT CONTROL who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]
Sewer Cleaning and Inspection services

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

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

M/W/DBE/Section 3 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.

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

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

(1) Company name: _____

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

Primary contact: _____
Name Phone:

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



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

PRIME CONTRACTOR BUSINESS NAME: ACE PIPE CLEANING, INC.

Theresa Calvert
Signature: Prime Contractor
Vice President
Title
Theresa Calvert
Print Name
5/3/2022
Date

State of Missouri)
County of Jackson)

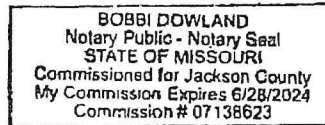
I, Bobbi Dowland state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 4th
day of May, 2022

My Commission Expires: 6/28/24

Bobbi Dowland
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Elite Root Control

Quentin Gardner Sr.
Signature: MWDBE Contractor
CEO/President
Title
Quentin Gardner Sr.
Print Name
5/4/22
Date

State of Missouri)
County of Jackson)

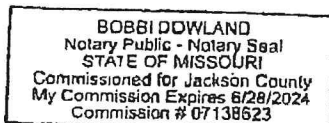
I, Bobbi Dowland state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 4th
day of May, 2022

My Commission Expires: 6/28/24

Bobbi Dowland
Notary Public

STAMP:



AFFIDAVIT OF INTENDED UTILIZATION

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

Industrial High CFM Vacuuming and Power Rodding & Liquid Sludge Waste Hauling
(Department Project)

ACE PIPE CLEANING, INC.
(Bidder/Proposer)

STATE OF MISSOURI)
) ss
COUNTY OF CLAY)

I, THERESA CALVERT, 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 in the bid/proposal specifications on the above project and is given on behalf of the Bidder/Proposer listed below.
2. Bidder/Proposer assures that it presently intends to utilize the following MBE/WBE participation in the above project if awarded the Contract:

PROJECT GOALS: 11 % MBE 11 % WBE

BIDDER/PROPOSER PARTICIPATION: 11 % MBE 11 % WBE

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

- a. Name of MBE Firm ELITE ROOT CONTROL, LLC
Address 1000 PROGRESS STREET, LIBERTY, MO 64068
Telephone No. 816-923-1744
I.R.S. No. 45-4702859
Area/Scope of work SEWER CLEANING AND INSPECTION
Subcontract amount 11% OF AWARDED CONTRACT
- b. Name of WBE Firm SHIEDIGS IT LLC
Address 600 SE CENTRAL DR., BLUE SPRINGS, MO 64014
Telephone No. 816-295-1100
I.R.S. No. 45-5420688
Area/Scope of work SEWER CLEANING, WASTE HAULING, SITE PREP AND CLEAN UP, EXCAVATION AS NEEDED.
Subcontract amount 11% OF AWARDED CONTRACT

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

4. Bidder/Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the ***Contractor Utilization Plan/Request for Waiver (HRD 08)***.
5. Bidder/Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this bid/proposal non-responsive if Bidder/Proposer fails to establish good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions.
6. If applicable, Bidder/Proposer assures that it will meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with City, or request a waiver of the goals. **NOTE: This paragraph is applicable ONLY if you are submitting a bid/proposal on a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.00.**
7. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

VICE PRESIDENT of ACE PIPE CLEANING, INC.
(Title) (Name of Bidder/Proposer)


Dated: 5/17/2022

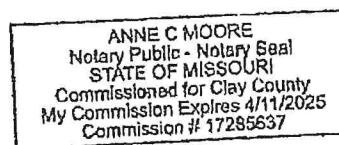
By: 
THERESA CALVERT (Affiant)

Subscribed and sworn to before me this 17TH day of MAY, 2022

My Commission Expires:

4/11/2025


Notary Public





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title INDUSTRIAL HIGH CFM VACUUMING AND

Project Location/Number EV2960

Check one:

Original LOI: ☒

Updated LOI: ☐

PART I Prime Contractor ACE PIPE CLEANING INC. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor SHE DIGS IT LLC who will provide the following goods/services in connection with the above-reference contract: (Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.)
Sewer Cleaning, Waste Hauling, Site Prep and Cleanup, Excavation as needed.

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

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

M/W/DBE/Section 3 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.

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

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

(1) Company name _____

Full address: _____

Street number and name

City, State and zip code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

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

PRIME CONTRACTOR BUSINESS NAME: ACE PIPE CLEANING, INC.

Theresa Calvert
Signature: Prime Contractor

Vice President

Title

Theresa Calvert

Print Name

5/3/2022

Date

State of Missouri)

County of Jackson)

I, Bobbi Dowland
and belief.

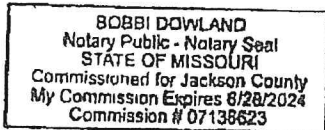
state that the above and foregoing is based on my best knowledge

Subscribed and sworn to before me, a notary public, on this 4th
day of May, 2022

My Commission Expires: 6/28/24

Bobbi Dowland
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: SHEDIGS IT LLC

Cheryl Bersner
Signature: MWDBE Contractor

Title

Cheryl Bersner
Print Name

Date

5/4/2022

State of MO)

County of Jackson)

I, Michele Bledsoe
and belief.

state that the above and foregoing is based on my best knowledge

Subscribed and sworn to before me, a notary public, on this 4th
day of May, 2022

My Commission Expires: 31/29/26

Michele Bledsoe
Notary Public

STAMP:

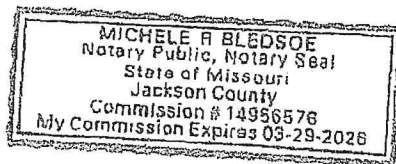


EXHIBIT B

SCOPE OF WORK

No.	Description of Item	Est. Quantity	Unit	Unit Price	Cost
1	Light Cleaning & CCTV Inspection in Rights of Way (6 to 12")	2,500	LF	1.80	\$4,500.00
2	Light Cleaning Only in Rights of Way (6 to 12")	50,000	LF	1.25	\$62,500.00
3	Light Cleaning & CCTV Inspection in Easements (6 to 12")	1,000	LF	2.50	\$2,500.00
4	Light Cleaning Only in Easements (6 to 12")	10,000	LF	2.00	\$20,000.00
5	Heavy Cleaning in Rights of Way (As-needed)	20	HR	200.00	\$4,000.00
6	Heavy Cleaning in Easements (As-needed)	20	HR	275.00	\$5,500.00
7	Labor & Material Bond	1	LS	1000.00	\$1,000.00
				Total	\$100,000.00

EXHIBIT C

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., Kansas City, MO 64120, 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] FY24 Sewer Cleaning 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

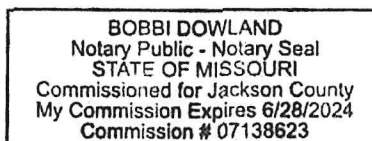
Affiant

Bruce Vantine, Secretary/Treasurer

Printed Name

Subscribed and sworn to before me this 19th day of September, 2023.

SEAL



Bobbi Dowland

Notary Public