



RE: Sewer Manhole and Main Rehabilitation.

Background:

This is a continuation of a plan started in 2013 to reduce I&I (inflow & infiltration) in our sewer system. Since that time the City has budgeted funds yearly to line sewer mains and manholes with great success.

Analysis:

Due to the age and condition of manholes throughout the older part of town, Advance Rehabilitation Technology will be lining 138 manholes at a cost of \$238,000. Ace pipe cleaning will be cleaning and lining 4 sewer connections that have been an issue for us in the past for \$8600.00. Both bids are within budget and both companies have performed work for us on several projects in the past with excellent results.

Recommendation:

Staff recommend awarding both contractor for this project.

MEMO SUBMITTED BY:

Jason Stutesmun | Water Quality Superintendent.

RESOLUTION NO. 2023-34

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH ACE PIPE CLEANING FOR AMBIENT STEAM CURED LATERAL CONNECTION SERVICES.

WHEREAS City staff have solicited proposals for Ambient Steam Cured Lateral Connection Services; and

WHEREAS at the conclusion of the solicitation process, City staff determined that Ace Pipe Cleaning, submitted the best proposal; and

WHEREAS City Council desires to authorize the execution of the Contract, attached hereto as "Resolution Exhibit A," for the purpose described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Administrator, or designee, is hereby authorized and directed to execute the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A," with Ace Pipe Cleaning. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit A."

SECTION 2: The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of page intentionally left blank. Signatures follow on next page.]

RESOLUTION NO. 2023-34

47 **ADOPTED BY THE COUNCIL THIS 24th DAY OF July, 2023.**

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ATTEST:

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52 _____
PRESIDING OFFICER

CITY CLERK

53

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55 **APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2023.**

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57

ATTEST:

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60 _____
MAYOR

CITY CLERK

61

62 APPROVED AS TO FORM:

63

64

65 _____
CITY ATTORNEY

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
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() **NEW CONTRACT** () **ADDENDUM NO. __**

CITY	CONTRACTOR
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Name: City of Nixa, Missouri
 Address: 715 W. Mt. Vernon St., PO Box 395
 Nixa, MO 65714
 Phone: 417.725.3785
 Email: jstutesmun@nixa.com
 Attn: Jason Stutesmun Dept: Wastewater

Name: Ace Pipe Cleaning
 Address: 6601 Universal Ave.
 Kansas City, MO 64120
 Phone: 816-241-2891
 Email: rpoertner@acepipe.com
 Attn: Ryan Poertner

CONTRACT FOR AMBIENT STEAM CURED LATERAL CONNECTION SERVICES

THIS AMBIENT STEAM CURED LATERAL CONNECTION SERVICES CONTRACT ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS the City, utilizing a cooperative contract with the City of Joplin, referenced as Contract #23-470R desires to engage Contractor to perform certain lateral connection services; and

WHEREAS the City desires to engage Contractor to perform such services under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws. The City may add to the Contractor's services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

2. Payment.

2.1. Conditioned on acceptable performance. Provided that Contractor performs the Services in the manner set forth herein, the City shall pay the Contractor in accordance with the provisions set forth in Exhibit B, which shall constitute full and complete compensation for the Contractor's work provided. No partial payment to the Contractor shall operate as approval of

acceptance of work done.

2.2. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$9,000.00** unless specifically and mutually agreed to in writing by both the City and the Contractor.

2.3. Final Payment. Final Payment shall only occur when the Contractor has completed all work required under the terms of this Contract and such work was completed in compliance with this Contract. The acceptance of Final Payment under this Contract expressly constitutes a release of the City by the Contractor and its subcontractors from any and all claims which were made or could have been made by the Contractor and its subcontractors against the City which may arise out of or are related to this Contract.

3. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every possible way in the carrying out of the Services.

4. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City.

5. Term and Renewals.

5.1. This Contract shall terminate on December 31, 2023.

6. Termination.

6.1. Termination for breach. Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

6.2. Termination for Convenience. Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

6.3. Non-appropriation. This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any term of said Contract.

6.4. Documents, reports, and data to be provided to City. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor related to this Contract shall, at the

option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Contractor.

7. City's Right to Proceed. In the event this Contract is terminated, 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.

8. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

9. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq or the provisions of Nixa City Charter Section 13.1.

10. 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, 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 Contract, 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 Contract.

11. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, 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. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

11.1. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

11.2. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

12. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor.

13. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be provided to the City within 10 days of execution of this Contract. All insurance policies shall require that the insurance company in question provide 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract.

The required minimum coverage for the insurance referred to herein shall be as set out below:

13.1. Workers' Compensation – Statutory coverage per RSMo. 287.010 et seq.
Employer's Liability – \$1,000,000.00

13.2. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and blasting, if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least \$3,258,368.00 for all claims arising out of a single accident or occurrence and at least \$488,755.00 with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

13.3. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at \$3,258,368.00 for all claims arising out of a single accident or occurrence and at least \$488,755.00 with respect to injuries and/or death of any one person in a single accident or occurrence.

13.4. Subcontracts. In case any or all of the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the

City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

13.5. Notice. The Contractor and/or subcontractor shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.

13.6. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

14. Contractor's responsibility for subcontractors. The Contractor shall be 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 Contract, 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.

15. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall 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. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

16. Liability and Indemnity.

16.1. 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.

16.2. 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.

16.3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract 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.

16.4. 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.

16.5. 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.

16.6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract 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 Contract.

16.7. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

17. Contract Documents. The entire Contract of the parties shall consist of the following documents:

This Contract
Exhibit A- Scope of Work
Exhibit B- Rate Sheet

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. In the event of a conflict between terms, the terms of this Contract shall control over the terms of the exhibits.

18. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

18.1. 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.

18.2. 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.

19. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the Services for a period of three (3) years after final payment.

21. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

22. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

23. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

24. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500.00 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those Contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

25. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that

the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

IN WITNESS WHEREOF, the parties have set their hands on the day and year herein stated.

THE CITY OF NIXA, MISSOURI

Jimmy Liles, City Administrator

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

CONTRACTOR

Bruce Vantine

Bruce Vantine

Printed Name

Secretary/Treasurer

Title

Date: 7/13/23

ATTEST:

Bobbi Dowland

Bobbi Dowland

Printed Name

Title: Contract Manager

SCOPE OF WORK

The Scope of Work for this project is for the Contractor to apply Ambient Steam Cured Lateral Connection Repairs (LCR) to City Sanitary Sewer Lines at the locations specified below:

- 1237 Tori Dr.
- 108 Prospect Ave.
- 517 W. Black Oak Rd

Contractor shall provide labor, equipment, material, and supplies to repair lateral connections that have separated from the sewer main. The work shall include the following:

- Full manhole to manhole cleaning and inspection shall be done pre and post repair.
- Mobilization for Trenchless Lateral Connection Repairs LCR
- Trenchless LCR Setup Per Manhole-to-Manhole Segment
- Ambient Steam Cured LCR - 8-12" Dia Main, 4-6" Dia Lateral, up to 18" Long.

A complete and thorough inspection shall be performed by City staff during and upon completion of the work. Final payment will only be made after a satisfactory inspection is completed.



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

CONTRACT PROPOSAL

Date: 4/26/23

City of Nixa
Attn: Jason Ramos
PO Box 395
Nixa, MO 65714
P: 417-449-0555
E: jramos@nixa.com

Proposal #: 23-470R

1. PROJECT DESCRIPTION:

Nixa, MO - 8-12" LCR's (Joplin Coop)

2. SCOPE OF WORK:

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

APC will perform Ambient Steam Cured Lateral Connection Repairs per the Cooperative Procurement Pricing, Specifications and Language of the Joplin 2022 Evaluation and Rehabilitation Toolbox Contract.

3. PRICING AND PAYMENT:

Item No.	Description	Est Qty	Unit	Unit Price	Total
14.00	Mobilization for Trenchless LCR (Each Work Order)	1	LS	\$ 1,500.00	\$ 1,500.00
14.01	Trenchless LCR Setup Per Manhole to Manhole Segment	1	EA	\$ 500.00	\$ 500.00
14.02	Ambient Steam Cured LCR - 8-12" Dia Main, 4-6" Dia Lateral, up to 18" Long	2	EA	\$ 1,400.00	\$ 2,800.00
14.02a	Ambient Steam Cured LCR - 8-12" Dia Main, 4-6" Dia Lateral, up to 18" Long - OPTIONAL	1	EA	\$ 1,400.00	\$ 1,400.00
Optional for Additional Home Owners (while in town working for city - no additional mobilization)					
14.01	Trenchless LCR Setup Per Manhole to Manhole Segment	1	EA	\$ 500.00	\$ 500.00
14.02	Ambient Steam Cured LCR - 8-12" Dia Main, 4-6" Dia Lateral, up to 18" Long	1	EA	\$ 1,400.00	\$ 1,400.00

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

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

5. CLARIFICATIONS/ASSUMPTIONS:

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

PREVAILING WAGE? YES NO
If yes, please provide Wage Determination.

TAX EXEMPT? YES NO
If yes, please provide Tax Exemption Certificate.

ACE PIPE CLEANING, INC.	ACCEPTED BY CUSTOMER:
Signed: <u>Ryan Poertner</u> Date <u>4/26/23</u> Title: <u>General Manager</u>	Signed: _____ Date _____ Title: _____

CLARIFICATIONS / ASSUMPTIONS

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

1. CLARIFICATIONS:

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide APC the appropriate documentation.
- b. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. Except as otherwise stated herein, the Proposal includes by-pass pumping with a 3" trash pump. Anything requiring larger by-pass will be the responsibility of the Customer.
- d. Any corrections, repairs, or extractions required due to existing structural defects or failures are excluded from the Work.
- e. Customer will obtain all necessary permits.
- f. Customer will provide all necessary traffic control, other than cones.
- g. If a lateral bend exists, the LCR will be installed up to the bend and will stop. This will ensure a full view of the open end can be seen from the mainline camera. Because of this, some LCRs will not be a full 20-inches.
- h. Except as otherwise provided herein, the Proposal is for normal cleaning only. Normal cleaning is considered three passes or less using high-velocity hydraulic equipment capable of pumping 80 gpm up to 2,000 psi. Heavy cleaning shall be considered all cleaning other than normal cleaning but does not include mechanical cleaning with bucket machines and winches. Heavy cleaning will be charged at a negotiated hourly rate.
- i. CCTV Inspections will be performed via mainline camera inspection only. Lateral Launch CCTV is not included in this price.
- j. The CCTV inspection will be performed using a robotic camera capable of recording the condition of the pipe. Data will be generated in digital and physical report format and will provide logged information of pipe condition, calling out defects (such as root intrusions, pipe separations, cracks, decay and crumbling) as necessary. All APC data technicians are NASSCO PACP certified.

2. ASSUMPTIONS:

- a. Customer will provide free access to the work site, which will be adequate for APC's equipment. APC reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will coordinate the Work with any private property owners.
- c. Customer will provide water for cleaning and access to hydrant and hydrant meter.
- d. Pricing is subject to change 30 days from the date of the proposal.
- e. There are no hazardous materials present in the project area.
- f. Any cleaning required under reduced, or no-flow conditions will be charged at a negotiated hourly rate.