

REQUESTING OFFICE ACTION

OCT 03 2018


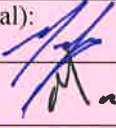
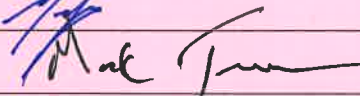
Completed by County Counselor's Office:

Res/Ord No.: 20013

Sponsor(s): Greg Grounds

Date: October 15, 2018

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting a resolution transferring \$41,230.00 within the Special Road &amp; Bridge Fund to pay for lining the storm water culvert @ 2019 Groves in Independence, Mo.</u></p>																								
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$41,230.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$41,230.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> </table> <p>Source of funding (name of fund) and account code number;</p> <table style="width:100%;"> <tr> <td style="width:50%;">FROM ACCOUNT:</td> <td style="width:50%;">FROM AMOUNT:</td> </tr> <tr> <td>004-1506-57230 Special Road &amp; Bridge Fund – Road &amp; Bridge Maintenance – Other Operating Supplies</td> <td style="text-align: right;">\$22,330.00</td> </tr> <tr> <td>004-1506-57240 Special Road &amp; Bridge Fund – Road &amp; Bridge Maintenance – Motor Oil &amp; Lubricants</td> <td style="text-align: right;">\$5,000.00</td> </tr> <tr> <td>004-1506-57320 Special Road &amp; Bridge Fund – Road &amp; Bridge Maintenance – Machinery &amp; Equipment Parts</td> <td style="text-align: right;">\$9,000.00</td> </tr> <tr> <td>004-1506-57510 Special Road &amp; Bridge Fund – Road &amp; Bridge Maintenance – Small Tools &amp; Minor Equipment</td> <td style="text-align: right;">\$1,500.00</td> </tr> <tr> <td>004-1506-58160 Special Road &amp; Bridge Fund – Road &amp; Bridge Maintenance – Radio/Communication Equipment</td> <td style="text-align: right;">\$3,400.00</td> </tr> <tr> <td>TO ACCOUNT:</td> <td>TO AMOUNT:</td> </tr> <tr> <td>004-1506-56790 Special Road &amp; Bridge Fund – Road &amp; Bridge Maintenance – Contractual Services</td> <td style="text-align: right;">\$41,230.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:      Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____      Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$41,230.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$41,230.00	Amount budgeted for this item * (including transfers):	\$	FROM ACCOUNT:	FROM AMOUNT:	004-1506-57230 Special Road & Bridge Fund – Road & Bridge Maintenance – Other Operating Supplies	\$22,330.00	004-1506-57240 Special Road & Bridge Fund – Road & Bridge Maintenance – Motor Oil & Lubricants	\$5,000.00	004-1506-57320 Special Road & Bridge Fund – Road & Bridge Maintenance – Machinery & Equipment Parts	\$9,000.00	004-1506-57510 Special Road & Bridge Fund – Road & Bridge Maintenance – Small Tools & Minor Equipment	\$1,500.00	004-1506-58160 Special Road & Bridge Fund – Road & Bridge Maintenance – Radio/Communication Equipment	\$3,400.00	TO ACCOUNT:	TO AMOUNT:	004-1506-56790 Special Road & Bridge Fund – Road & Bridge Maintenance – Contractual Services	\$41,230.00
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PRIOR LEGISLATION	Prior ordinances and (date):  Prior resolutions and (date):	
CONTACT INFORMATION	RLA drafted by James Evans, Road & Bridge Administrator (816) 847-7053	
REQUEST SUMMARY	Requesting a transfer for \$41,230.00 within the Special Road & Bridge Fund, specifically the Road & Bridge department within Public Works. This transfer is to pay for lining the storm water culvert @ 2019 Grove in Independence, Mo.	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director: 	Date: 10-2-18
	Finance (Budget Approval): <i>If applicable</i> 	Date: 10/4/18
	Division Manager: 	Date: 10-4-18
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.





# Ace Pipe Cleaning, Inc.

Kansas City, Ft. Worth, San Antonio, Nashville, St. Louis, Hayden AZ

*The Environmental Protection Specialist*

6601 Universal Avenue  
 Kansas City, Missouri 64120  
 Tel: (816) 241-2891  
 Fax: (816) 241-5054  
 Watts: (800) 325-9372

**CONTRACT PROPOSAL**

Date: 9/27/18

**Jackson County Public Works**  
**Attention: Tim Underwood**  
**Phone: 816-847-7062**  
**Email: [tunderwood@jacksongov.org](mailto:tunderwood@jacksongov.org)**

Proposal #: 17-719R2 for DYNALINER INSTALLATION

**1. PROJECT DESCRIPTION:**

Independence, MO - Line 165 FT of 21 inch CMP Storm Sewer

**2. SCOPE OF WORK:**

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

**Ace Pipe will rehab and line approximately 165 FT of 21 inch CMP Storm Sewer using Dynaliner located near 2019 Grove in Independence, MO.**

**3. PRICING AND PAYMENT:**

Description	Est Qty	Unit	Unit Price	Total
Mobilization	1	LS	\$ 4,000.00	\$ 4,000.00
Dynaliner - 21" Storm Sewer	165	LF	\$ 170.00	\$ 28,050.00
Cement Rehab to Flow Line	24	HR	\$ 300.00	\$ 7,200.00
Cement Material (2.5 bags per foot)	66	EA	\$ 30.00	\$ 1,980.00
<b>Total Estimated Price</b>				<b>\$ 41,230.00</b>

Payment shall be due Net 30 days from Ace's invoice date. Quantities are estimated. Billing will reflect actual quantities achieved.

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

**5. CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:**

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

**PREVAILING WAGE? YES  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>9/27/18</u> Title: General Manager	Signed: _____ Date _____ Title: _____

## CLARIFICATIONS / ASSUMPTIONS

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

### 1. CLARIFICATIONS:

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide Ace the appropriate documentation.
  - b. Except as otherwise stated herein, the Proposal does not include payment of prevailing wages or certified payroll reporting. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
  - c. Except as otherwise stated herein, the Proposal 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. Ace will obtain necessary permits for our scope of work.
  - f. Ace will provide traffic control (cones) if necessary.
  - g. Except as otherwise provided herein, the Proposal is for normal cleaning only. Normal cleaning is considered cleaning requiring three passes or less using high-velocity hydraulic equipment capable of pumping 80 gpm at 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.
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- h. The CCTV inspection will be performed using a robotic camera capable of recording the condition of the pipe. Data will be generated in DVD 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 Ace data technicians are NASSCO PACP certified.

### 2. ASSUMPTIONS:

- a. Customer will provide free access to the work site which will be adequate for Ace's equipment and will be within 75 feet from the access point. Ace 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 environmentally responsible disposal site.
- d. Customer will provide water for cleaning and access to hydrant and hydrant meter.
- e. Pricing is subject to change 90 days from the date of the proposal.
- f. There are no hazardous materials present in the project area.

## Terms and Conditions

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all of its terms and conditions.
2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.
3. **Terms of Payment:** Payments are due within thirty days from the submission to Customer of an invoice. A "late payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.
4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.
5. **Pre-existing Conditions:** ~~The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.~~
6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.
7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.
8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The
9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.
10. **Scope Limitations:** Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.
11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to ~~scope and price and any schedule impact. All parties involved will sign~~ the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.
12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Customer and Contractor waive all rights of subrogation for claims covered by the parties' insurance.
13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. Ace shall be entitled to collect reasonable attorney's fees incurred to collect any "late payments".
14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.