

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a contract for the repair and rehabilitation of a sanitary sewer line for use by the Parks and Recreation Department to Insituform Technologies USA, Inc., of Chesterfield, Missouri, under the terms and conditions of the City of Independence Contract No. 282-10, an existing government contract, at an actual cost to the County not to exceed \$47,377.26.

**RESOLUTION #17857**, March 19, 2012

**INTRODUCED BY** Fred Arbanas, County Legislator

WHEREAS, the Parks and Recreation Department is in need of the repair and rehabilitation of the sanitary sewer line located at the Jacomo Campground at Fleming Park; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for this repair to Insituform Technologies USA, Inc., of Chesterfield, Missouri, under the terms and conditions of City of Independence Contract No. 282-10, an existing government contract, at an actual cost to the County not to exceed \$47,377.26; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; now therefore,

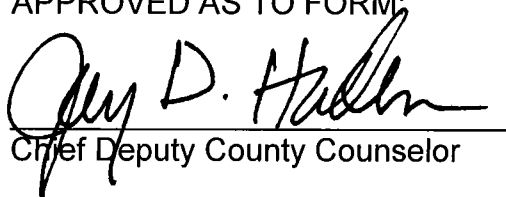
BE IT RESOLVED that award be made under the existing government contract as

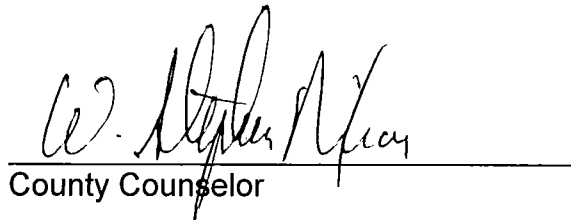
recommended by the Director of Finance and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17857 of March 19, 2012, was duly passed on March 26, 2012 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8 Nays 0  
Abstaining 0 Absent 1

3/26/12  
Date

  
Mary Jo Spino, Clerk of Legislature

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.

ACCOUNT NUMBER: 300 1608 58060  
ACCOUNT TITLE: Park Enterprise Fund  
Parks – Construction Services  
Other Improvements  
NOT TO EXCEED: \$47,378.00

March 14, 2012  
Date

  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 17857

Sponsor(s): Fred Arbanas

Date: March 19, 2012

|  |   |   |                  |   |                               |  |                  |  |             |   |  |   |             |
|--|---|---|------------------|---|-------------------------------|--|------------------|--|-------------|---|--|---|-------------|
| <b>SUBJECT</b>   | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting authorization for the purchase of Sanitary Sewer Repair for use by the Parks &amp; Recreation Department to Insituform Technologies USA Inc. of Chesterfield, Missouri; in the amount of \$47,377.26 under the Terms and Conditions of the set forth in Contract No. 282-10 issued by the City of Independence Missouri, an existing government contract.</u></p>   |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| <b>BUDGET INFORMATION</b><br><i>To be completed By Requesting Department and Finance</i> | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$47,377.26</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$47,377.26</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$47,377.26</td> </tr> <tr> <td>Source of funding (name of fund) and account code number;</td> <td></td> </tr> <tr> <td>300-1608-58060, Park Enterprise Fund, Parks-Construction Services, Other Improvements</td> <td>\$47,377.26</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:<br/> <input type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>         Department: _____ Estimated Use: \$ _____<br/>         Prior Year Budget (if applicable): N/A<br/>         Prior Year Actual Amount Spent (if applicable): N/A</p> | Amount authorized by this legislation this fiscal year: | \$47,377.26      | Amount previously authorized this fiscal year:                    | \$                            | Total amount authorized after this legislative action: | \$47,377.26      | Amount budgeted for this item * (including transfers): | \$47,377.26 | Source of funding (name of fund) and account code number; |  | 300-1608-58060, Park Enterprise Fund, Parks-Construction Services, Other Improvements | \$47,377.26 |
| Amount authorized by this legislation this fiscal year:                                  | \$47,377.26   |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| Amount previously authorized this fiscal year:   | \$  |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| Total amount authorized after this legislative action:                                   | \$47,377.26   |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| Amount budgeted for this item * (including transfers):                                   | \$47,377.26   |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| Source of funding (name of fund) and account code number;                                |   |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| 300-1608-58060, Park Enterprise Fund, Parks-Construction Services, Other Improvements    | \$47,377.26   |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| <b>PRIOR LEGISLATION</b>   | Prior ordinances and (date): N/A<br>Prior resolutions and (date): N/A   |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| <b>CONTACT INFORMATION</b>   | RLA drafted by (name, title, & phone): Teddy Ballard, Senior Buyer, 881-3465  |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| <b>REQUEST SUMMARY</b>   | <p>The Parks &amp; Recreation Department is requesting the purchase of Sanitary Sewer Repair for the sewer lines at the Jacomo Campground located at Fleming Park, Lake Jacomo utilizing the City of Independence Missouri Contract.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code 1984, the Director of Purchasing and Financing recommends the award of Sanitary Sewer Repair for use by the Parks &amp; Recreation Department to Insituform Technologies USA Inc. of Chesterfield, Missouri; under the Terms and Conditions set forth in the following existing government contract:</p> <table> <tr> <td>Recommended Vendor</td> <td>Contract Number</td> </tr> <tr> <td>Insituform Technologies USA Inc.</td> <td>City of Independence Missouri</td> </tr> <tr> <td>Chesterfield, Missouri</td> <td>282-10</td> </tr> </table>  | Recommended Vendor                                      | Contract Number  | Insituform Technologies USA Inc.                                  | City of Independence Missouri | Chesterfield, Missouri                                 | 282-10           |  |             |   |  |   |             |
| Recommended Vendor   | Contract Number   |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| Insituform Technologies USA Inc.   | City of Independence Missouri   |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| Chesterfield, Missouri   | 282-10  |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| <b>CLEARANCE</b>   | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input type="checkbox"/> Business License Verified (Purchasing & Department)<br><input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)   |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| <b>ATTACHMENTS</b>   | The pertinent pages of the City of Independence Missouri Contract No. 282-10, Requisition No. RE321158090021824, and the Quotation from Insituform Technologies.  |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| <b>REVIEW</b>  | <table> <tr> <td>Department Director:<br/><i>Michelle Heyson</i></td> <td>Date:<br/>3/19/12</td> </tr> <tr> <td>Finance (Budget Approval):<br/>If applicable <i>Robert A. Ball</i></td> <td>Date:<br/>3-12-12</td> </tr> <tr> <td>Division Manager:<br/><i>[Signature]</i></td> <td>Date:<br/>3/12/12</td> </tr> <tr> <td>County Counselor's Office:<br/><i>[Signature]</i></td> <td>Date:</td> </tr> </table>  | Department Director:<br><i>Michelle Heyson</i>          | Date:<br>3/19/12 | Finance (Budget Approval):<br>If applicable <i>Robert A. Ball</i> | Date:<br>3-12-12              | Division Manager:<br><i>[Signature]</i>                | Date:<br>3/12/12 | County Counselor's Office:<br><i>[Signature]</i>       | Date:       |   |  |   |             |
| Department Director:<br><i>Michelle Heyson</i>   | Date:<br>3/19/12  |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| Finance (Budget Approval):<br>If applicable <i>Robert A. Ball</i>                        | Date:<br>3-12-12  |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| Division Manager:<br><i>[Signature]</i>  | Date:<br>3/12/12  |   |                  |   |                               |  |                  |  |             |   |  |   |             |
| County Counselor's Office:<br><i>[Signature]</i>   | Date:   |   |                  |   |                               |  |                  |  |             |   |  |   |             |





**CITY OF INDEPENDENCE, MISSOURI**  
**NOTICE OF RENEWAL OF PRICE AGREEMENT**  
**Trenchless Reconstruction of Sanitary Sewer and**  
**Water Lines 282-10**

**Date:** November 2, 2011

**Telephone No.** 636-530-8000

**Vendor:** 32271

Insituform Technologies USA, Inc.  
17988 Edison Avenue  
Chesterfield, MO 63005

**Fax No.** 636-530-8701

**E-Mail:** [dc Carroll@insituform.com](mailto:dc Carroll@insituform.com)

**Contact:** Denise Carroll

**Title:** Assistant Secretary

**Price Agreement Period:** February 1, 2012, through January 31, 2013

**Renewal Options:** Two, one-year renewal options remain.

**Status of Certificates:**

**Insurance** Valid through July 1, 2012

**Occupation License** Valid through August 31, 2012

**Special Conditions:**

1. This price agreement contains a Cooperative Clause, which allows use by other governmental agencies.
2. The requirements set forth in Missouri Prevailing Wage Order 18, Increase #3 shall govern all projects assigned during the first year of this agreement.
3. A \$2,500,000 performance/maintenance/payment bond must be provided prior to the start of work under this agreement.

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**Tom Conrow, Buyer of Record, (816) 325-7092**

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**Mary H. Stone, Purchasing Manager**  
**Finance Department, Purchasing Division**

**Using Departments:** **Water Pollution Control**  
**Water**

**Cooperative**  
**File**

Header

Line Items

Document Information

Doc ID: RE 321158090021824000

Total Amount: 47,377.26

Ref ID:

Requester Information

Date: 02/29/12

Copy Only:

Invoice To: [REDACTED]

Requester: [REDACTED]

Dept: [REDACTED]

Buyer: [REDACTED]

Send: [REDACTED]

Vendor Information

ID: [REDACTED]

Name: INSTIFORM TECHNOLOGIES USA

Address: 17999 EDISON AVENUE

Shipping Information

Ship To: [REDACTED]

Name: TO BE DELIVERED TO VARIOUS

Address: LOCATIONS

Ship Via: [REDACTED]

Document 1 of 1

OK

Approve

Total

Defaults

Close

Header

Line Items

Document ID: RE 321158090021824000 Date: 02/29/12

Amount: 47,377.26

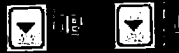
Item ID/Description

UOM

Quantity

Price

Amount



Acct: [REDACTED]

Repair warranty Bower lines for Jacaranda Camagracur POC: Wayne Shields 703-4516

Summary

Detail



**Insituform**

Worldwide Pipeline  
Rehabilitation

17220 Bel Ray Place  
Belton, Missouri 64012

Tel: (816) 318-8477  
Fax: (816) 318-8495

www.insituform.com

REVISED February 29, 2012

via e-mail: Teddy Ballard <TBallard@jacksongov.org>, Amy L. Coffey <ACoffey@jacksongov.org>,  
"Mark A. Trosen" <MTrosen@jacksongov.org>

**Jackson County MO Parks & Recreation**  
22807 Woods Chapel Road  
Blue Springs, MO 64015  
816-365-7624

**Wayne Shipley - Utilities & Special Projects Coordinator**  
ShipWay@jacksongov.org  
816-365-7624 office

**Belinda Thomes - Natural Resource Biologist**  
bthomes@jacksongov.org

**Project Name: Jackson County MO Parks & Recreation**  
**Sanitary Sewer Rehab 2012 - Jacomo Campground–Fleming Park**  
**Pricing per independence MO TERM Contract**

**Insituform Technologies**, herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project per the current City of Independence, Missouri Price Agreement with Insituform Technologies USA, Inc. (Copy of Price Agreement under separate cover).

**CIPP Pricing**

| Description  | Diameter | Units | Approximate Quantity | Unit Price                                   | Total               |
|--|----------|-------|----------------------|--|---------------------|
| 8-inch x 6.0 mm sanitary sewer rehabilitated by CIPP method – excludes cipp lining of services<br><b>[line segments 150' – 249']</b> | 8        | LF    | 383 l.f.             | \$ 31.80                                     | \$ 12,179.40        |
| 8-inch x 6.0 mm sanitary sewer rehabilitated by CIPP method – excludes cipp lining of services<br><b>[line segments 250' – 399']</b> | 8        | LF    | 283 l.f.             | \$ 26.30                                     | \$ 7,442.90         |
| 8-inch x 6.0mm sanitary sewer rehabilitated by CIPP method – excludes cipp lining of services<br><b>[line segments 400' – 599']</b>  | 8        | LF    | 1,132 l.f.           | \$ 23.90                                     | \$ 27,054.80        |
| [Cured-In-Place Pipe Rehabilitation Only - - - TRAFFIC CONTROL Detours, PERMITS, ETC. – Provided by OTHERS]                          |          |       |                      | <b>SUB Total</b>                             | <b>\$ 46,677.10</b> |
|  |          |       |                      | <b>ADD PERFORMANCE / PAYMENT BOND @ 1.5%</b> | <b>\$ 700.15</b>    |
|  |          |       |                      | <b>REVISED - - Grand Total</b>               | <b>\$ 47,377.26</b> |



All lines tied – Quantity adjustment may require adjusted pricing

**Independence Term Price Agreement Pricing**

Published Price for this Project = \$48,475.10

Bid Price for this Project = \$46,677.10

**Discount for Jackson County Parks & Recreation = <\$1,798.00>**

**Locations**

| MH A | MH B | Depth A | Depth B | Street              | Pipe Mat'l | Diam. | Length | Services |
|------|------|---------|---------|---------------------|------------|-------|--------|----------|
| A    | B    | 6       | 6       | Dump Station        | VCP        | 8.0   | 186    | 1        |
| C    | D    | 8       | 8       | Dump Station        | VCP        | 8.0   | 259    | 1        |
| D    | E    | 8       | 10      | Lot#46              | VCP        | 8.0   | 320    | 2        |
| E    | G    | 10      | 8       | Lot# 39             | VCP        | 8.0   | 553    | 3        |
| F    | E    | 9       | 10      | Shelter & Restrooms | VCP        | 8.0   | 197    | 2        |
| H    | G    | 7       | 8       | Lot# 26             | VCP        | 8.0   | 283    | 2        |
|      |      |         |         |                     |            |       | 1798   |          |

**INCLUDED:**

- ✓ Prevailing Wages.
- ✓ Pipeline cleaning prior to installation.
- ✓ Bypass pumping of existing mainline flows during our work.
- ✓ Installation of Insituform® complete per ASTM F1216.
- ✓ CD media of internal inspection pre and post Insituform®.
- ✓ Traffic control – local signage

**EXTRA:**

- Special Insurance such as OCP, Builders Risk, Railroad, Non-Contributory, etc.
- Weekend/Holiday Work, if required by others.
- Point Repairs (if required) at obstructions that cannot be removed with conventional sewer cleaning equipment.
- **Performance and Payment Bond not included. This is available upon request, if required please add 1.5% to the total project cost.**

Others to provide dump site, haul permits, and associated items for sewer debris disposal. Any toxic waste handling is to be done by others.

**General Conditions:**

1. Laterals that can be positively identified (with the camera) as plugged will not be reinstated. All other laterals will be opened unless otherwise directed in writing by the owner.
2. To the extent permitted by law and in accordance with the terms of this contract, Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, and agents and employees of any of them from and against claims, damages, losses, and expenses including but not limited to attorneys' fees, arising out of or resulting from the work performed by Contractor, save and except any economic losses not related to bodily injury, sickness, disease or death, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property excluding economic loss or use thereof (other than the work itself), but only to the extent caused in whole

or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, the indemnification obligation under this paragraph shall be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor under this paragraph shall not extend to the liability of the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them.

3. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
4. Any restrictions in our normal weekday work hours required by local, state, and/or federal authorities (due to noise restrictions or other reasons not known at the time of this proposal) will be an extra charge.
5. All labor, equipment, material, supervision, and mobilization necessary to complete the Insituform<sup>®</sup> process per the above conditions, and Insituform<sup>®</sup> specifications, are included.
6. PAYMENT TERMS: Payment is due in full, without exception or retention, within 35 days of date of invoice.
7. If materials are not in stock and need to be ordered, we cannot order the custom Insitutube until we have accurate measurements of diameter and length. After receipt of a purchase order we will take measurements and order material. Materials may take in excess of 2 weeks to arrive at our shop. Upon receipt of the materials we will schedule installation.
8. If diameter and length warrant, we will need to work round the clock in two shifts to complete the installation.
9. This proposal supersedes and nullifies all previous estimates and proposals under the same number, and is good for 60 days.

**Submitted by:**  
**Insituform Technologies USA, LLC**  
**Brian T. McCrary P.E.**  
**Business Development Manager**  
**Cellular 816 / 206 – 7703**  
**bmccrary@insituform.com**

**Accepted**

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Signed: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax Exemption Number: \_\_\_\_\_

**This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal as an attachment.**

\*\*\*\*\*

Accepted By: **INSITUFORM TECHNOLOGIES**

By: \_\_\_\_\_

Date: \_\_\_\_\_