

**CITY OF LEWISVILLE**  
**CONTRACT SERVICES AGREEMENT FOR**  
**VIDEO INSPECTION OF STORM SEWER LINES**

**THIS CONTRACT SERVICES AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF LEWISVILLE, TEXAS (the "City") and Ace Pipe Cleaning, Inc.. (the "Contractor").

**WHEREAS**, the City wishes to enter into an agreement with the Contractor, whereby the Contractor will provide the City with video inspection of storm sewer lines on an as-needed basis as set forth hereinafter in this Agreement, and the Contractor wishes to enter in an agreement to provide such services to the City.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

**1.0 SERVICES OF CONTRACTOR**

**1.1 Scope of Services.** The City accepts the Contractor's Bid ("Bid"), attached as Exhibit "A" and incorporated herein by reference, to provide video inspection of storm sewer lines on an as-needed basis ("Services"). The Contractor agrees to perform the Services as described in the Bid and the City's request for bids for annual contract for video inspection of storm sewer lines attached hereto as Exhibit "B", which is incorporated herein by reference ("Bid Request"). As a material inducement to the City entering into this Agreement, the Contractor represents and warrants that the Contractor is experienced in performing the Services contemplated herein and, in light of such status and experience, the Contractor covenants that it shall follow the highest professional standards in performing the Services required hereunder. For the purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more firms performing similar work under similar circumstances, as determined by the City.

**1.2 Conflict among Documents.** In the event of any inconsistency between the terms of the Bid, the Bid Request, and this Agreement, documents shall control in the following order: (1) Agreement; (2) Bid Request (Exhibit "B"); (3) Bid (Exhibit "A").

**1.3 Compliance with Law.** All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

**1.4 Familiarity with Work.** By executing this Agreement, the Contractor warrants that the Contractor (a) has thoroughly investigated and considered the scope of Services to be performed, (b) has been on the premises where the Services are to be performed and is thoroughly familiar with the premises and the structures thereon, (c) has carefully considered how the Services should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, the Contractor warrants that the Contractor has, or will, investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions which will materially affect the performance of the Services hereunder, the Contractor shall immediately inform the City of such fact and shall not proceed except at the Contractor's risk until written instructions are received from the City.

**1.5 Care of Work.** The Contractor shall adopt reasonable methods during the term of this Agreement to furnish appropriate protection to City property, and the equipment and materials used to perform and carry out

the Services shall be appropriate and proper, with the expressed intent of preventing losses or damages. The Contractor shall be responsible for all such damages to persons or property caused by the performance of Services provided to the City under this Agreement, except such losses or damages as may be caused by the City's own negligence.

**1.7 Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under the Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

**1.8 Additional Services.** The City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Bid Request and Bid or make changes by altering, adding to or deducting from said Services. No such extra work may be undertaken unless written order is first given by the City to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform the Agreement, which said adjustments are subject to the written approval of the Contractor. It is expressly understood by the Contractor that the provisions of this section shall not apply to Services specifically set forth in the Bid Request and Bid or reasonably contemplated therein. The Contractor hereby acknowledges that it accepts the risk that the Services to be provided pursuant to this Agreement may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

## **2.0 COMPENSATION**

**2.1 Contract Sum.** For the Services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the per-unit price provided by Contractor in the Bid (Exhibit "A"), for any Services requested by the City in writing.

**2.2 Payment Terms.** Contractor shall submit monthly pay requests for any Services provided, as outlined in the Bid (Exhibit "A") and Bid Request (Exhibit "B"). Payment terms are net 30 days after a correct pay request is received. Pay requests must be submitted in duplicate to the City of Lewisville, Accounts Payable, P.O. Box 299002, Lewisville, TX 75029-9002.

## **3.0 COORDINATION OF WORK**

**3.1 Representative of Contractor.** Steve Hontz is hereby designated as the principal and representative of the Contractor authorized to act on its behalf with respect to the Services specified herein and make all decisions in connection therewith. The Representative of the Contractor shall have the right to designate another Representative by providing written notice to the City.

**3.2 Contract Officer.** The City's Director of Public Services is hereby designated as the representative of the City authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of the City shall have the right to designate another Contract Officer by providing written notice to the Contractor.

**3.3 Prohibition against Subcontracting or Assignment.** The Contractor shall not contract with any entity to perform in whole or in part the Services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

**3.4 Independent Contractor.** Neither the City nor any of its officials or employees shall have any control

over the manner, mode or means by which the Contractor, its agents or employees, perform the Services required herein, except as otherwise set forth in this Agreement, the Bid Request, or the Bid. The Contractor shall perform all services required herein as an independent contractor of the City and shall remain under only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it, or any of its agents or employees, are agents or employees of the City.

#### **4.0 INSURANCE AND INDEMNIFICATION**

**4.1 Insurance.** The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement, including any extension thereof, insurance compliant with the requirements provided in the Bid Request (Exhibit "B"). Contractor shall provide a Certificate of Insurance compliant with the City's insurance requirements. Insurance must be approved before work may commence and remain in effect throughout the term of the contract.

**4.2 INDEMNIFICATION. THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONTRACTOR'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

#### **5.0 TERM AND ADDITIONAL PERIODS**

**5.1 Initial Term.** The initial term of this Agreement shall be for a period of one (1) year beginning on October 16, 2018. The payment of any compensation due under this Agreement for any year within the initial term provided for herein is contingent upon the annual appropriation of funds by the City Council of the City. The failure of the City Council to appropriate funds for this purpose shall relieve all parties from any responsibility under this Agreement and terminate the Agreement.

**5.2 Renewal Terms.** The term of this agreement may be extended by two (2) one-year terms subject to the mutual agreement between both parties.

**5.3. Termination Prior to Expiration of Term.** The City may, after giving contractor seven (7) days written notice, terminate the Agreement if Contractor persistently fails to perform the work in accordance with this Agreement, the Bid Request, or the Bid, including, but not limited to, failure to supply sufficient skilled workers or suitable equipment, or otherwise violates in any substantial way any the provisions of this Agreement, the Bid Request, or the Bid. Either party may terminate this Agreement at any time after giving thirty (30) days' written notice to the other party. Upon termination, the Contractor shall cease all Services hereunder and provide City with all deliverables created up to the date of termination. In the event of termination, the Contractor shall be entitled to compensation for all Services rendered in accordance with this Agreement prior to the date of termination, and the City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

## **6.0 MISCELLANEOUS**

**6.1 Covenant against Discrimination.** The Contractor covenants by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

**6.2 Non-liability of City Officers and Employees.** No officer, official or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

**6.3 ADA Compliance.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.

**6.4 Successors and Assigns.** The City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Contractor.

**6.5 Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**6.6 Closure.** By signature below, the Parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

**6.7 Governing Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Texas. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in Denton County, Texas. The Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**6.7 Notice.** Notices required to be given to any party to this Agreement shall be given by certified mail,

return receipt requested, postage prepaid, or overnight delivery by a nationally recognized courier, addressed to the party at its address as set forth below, and, if given by certified mail, shall be deemed delivered three (3) days after the date deposited in the United States' mail:

For City by notice to:

City of Lewisville  
Attn: Public Services Director  
151 W. Church Street  
P.O. Box 299002  
Lewisville, Texas 75057

For Company by notice to:

Ace Pipe Cleaning, Inc.  
Attn: Steve Hontz, President  
6601 Universal Ave.  
Kansas City, MO 64120

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

**6.8 Disclosure.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](http://ethics.state.tx.us), must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

**6.9 Texas Government Code Chapter 2270.** Pursuant to Texas Government Code Chapter 2270, Contractor affirms that execution of this Agreement serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement.

**6.10 Texas Government Code Chapter 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**CITY OF LEWISVILLE, TEXAS**  
Approved by the Lewisville City  
Council

**ACE PIPE CLEANING, INC.**

By: \_\_\_\_\_  
Donna Barron, City Manager

By:  \_\_\_\_\_  
Steve Hontz, President

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

Date: 9/27/18

Attest: \_\_\_\_\_  
Julie Worster, City Secretary

Attest:  \_\_\_\_\_

**CITY OF LEWISVILLE**  
151 West Church Street  
Lewisville, Texas 75057

**ACE PIPE CLEANING, INC.**  
6601 Universal Ave.  
Kansas City, MO 64120

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, City Attorney

**EXHIBIT A  
CONTRACTOR'S BID**

**EXHIBIT B  
CITY'S REQUEST FOR BIDS FOR  
ANNUAL CONTRACT FOR VIDEO INSPECTION OF STORM SEWER LINES**

**Ace Pipe Cleaning, Inc.**

Bid Contact **Steve Hontz**  
**theresa@acepipe.com**  
**Ph 816-241-2891**

Address **6601 Universal ave**  
**Kansas City, MO 64120**

Bid Notes **Ace Pipe acknowledges Addendum #1.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
18-51-A-01-01	Video Inspection and Data Collection of Storm Sewer	<b>Supplier</b> <b>Product</b> <b>Code: 18-51-A-01-01</b> <b>Do you have a minimum linear square footage per service call?:</b> Yes <b>If so, what is the mininum requirement?:</b> 1,250 LF	<b>First Offer - \$2.25</b>	90000 / linear foot	<b>\$202,500.00</b>	Y Y

Supplier Total **\$202,500.00**

Ace Pipe Cleaning, Inc.

Item: **Video Inspection and Data Collection of Storm Sewer**

Attachments

Lewisville Storm Bid 2018 FINAL.pdf

## **Solicitation 18-51-A**

# **Annual Contract for Video Inspection of Storm Sewer Lines**

**Bid Designation: Public**

**City of Lewisville, Texas**

## Bid 18-51-A Annual Contract for Video Inspection of Storm Sewer Lines

**Bid Number** 18-51-A  
**Bid Title** Annual Contract for Video Inspection of Storm Sewer Lines  
  
**Bid Start Date** Jul 13, 2018 10:22:21 AM CDT  
**Bid End Date** Aug 2, 2018 2:00:00 PM CDT  
**Question & Answer End Date** Jul 30, 2018 2:00:00 PM CDT  
  
**Bid Contact** Tracey Ogurek  
 Buyer  
 Finance  
  
**Contract Duration** 365 days  
**Contract Renewal** 1 annual renewal  
**Prices Good for** 30 days

**Standard Disclaimer** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. The successful bidder will be required to certify compliance, if applicable.  
  
**Bid Comments** The City of Lewisville is accepting sealed bids for an Annual Contract for Video Inspection of Storm Sewer Lines. The term of the contract will be twelve (12) months with two (2) optional twelve (12) month renewals.  
 A current certificate of insurance will be required upon award and must remain in effect throughout the entire term of the contract. Insurance requirements are listed in exhibit B.  
**Bids are due Thursday, Aug. 2, 2018, 2:00 pm.**  
**Questions and answers are due Monday, July 30, 2018, 2:00 pm.**  
**Award will be based on best value as defined in Local Government Code Chapter 252, Section 042.**

### Item Response Form

**Item** 18-51-A--01-01 - Video Inspection and Data Collection of Storm Sewer  
**Quantity** 90000 linear foot  
**Unit Price**   
**Do you have a minimum linear square footage per service call?**   
**If so, what is the minimum requirement?**  Ace Pipe Cleaning acknowledges Addendum #1 dated 7/24/18  
**Delivery Location** City of Lewisville, Texas  
No Location Specified  
  
**Qty** 90000

**Description**

Pricing is per linear foot. Quantities are estimates. Details are located in bid documents under specifications.



## Department of Public Services Annual Contract for Video Inspection of Storm Sewer Lines

This contract is intended to be used as a "Requirements Contract" for video inspection of storm sewer lines as needed throughout the City of Lewisville.

### **I. GENERAL SPECIFICATIONS**

- A. Before work begins, a pre-construction meeting will be arranged wherein the contractor and representative(s) of the City will discuss procedures for the work to be completed.
- B. The contractor is responsible for supplying all equipment, labor, material, supervision, and traffic control as required in successfully completing inspection.
- C. The contractor shall designate a full-time superintendent who shall be on the job site at all times during inspection. The City's representative will communicate only with the superintendent. The contractor may replace the designated superintendent after written notification to the City.
- D. The contractor hereby agrees to commence work within ten working days of notice being given, and complete the work on each group of inspections within a reasonable time after receipt of this notice, subject to such extensions of time as are provided by general and special conditions.
- E. The City will be responsible for notification to the public of the agreed upon start date and scope of work at least 72 hours prior to start of work.
- F. The City may request replacement of designated superintendent after written notification to contractor.
- G. Work hours shall be limited to the period between 7:00 A.M. to 5:00 P.M. Monday through Thursday and 7:00 A.M. to 11:30 A.M. on Friday. The contractor will curtail any operation defined in an Ozone Action Day, issued by TCEQ. There will be no work allowed on Saturdays without permission pre-submitted via email or letter with approval

from the City at least 48 hours in advance. No work will be allowed on Sundays or holidays (listed below).

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- July Fourth
- Labor Day
- Thanksgiving
- Christmas Eve and Day

H. A monthly pay request may be submitted by the 25th of each month for payment of completed pay items. This pay request shall be itemized to reflect the completed quantities per bid item.

I. Only items in the proposal are pay items. The bid price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of work, including furnishing all materials, equipment, supplies, and appurtenances; providing equipment, and tools; and performing all necessary labor and supervision to fully complete the work, shall be included in the unit and lump sum prices bid. All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of contractor and all costs in connection therewith shall be included in the prices bid.

J. The City shall pay contractor for completion of the work on a unit price work basis, in accordance with the contract documents based on actual measured quantities and the unit prices stated in proposal. An agreeance of completed quantities between contractor and the City will be required prior to the submittal of each pay request.

K. The City may terminate contract if contractor persistently fails to perform the work in accordance with the contract documents including, but not limited to, failure to supply sufficient skilled workers, suitable equipment, or otherwise violates in any substantial way any provisions of the contract documents. The City may, after giving contractor seven (7) days written notice and to the extent permitted by law and regulations, terminate the services of contractor from the site and take possession of the work.

## II. TRAFFIC CONTROL

A. The contractor shall provide warning signs, barricades, channelizing devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control plan in conformance with the latest version of the "Texas Manual on Uniform Traffic

Control Devices for Street and Highways" (TMUTCD) must be submitted for each separate street where work will be performed. Free-hand drawings will not be accepted.

B. The contractor shall ensure that each person whose actions affect temporary traffic control work zone safety, from upper level management through field personnel, has received training appropriate to the job decisions each individual is required to make concerning traffic control.

C. All traffic control devices shall be in used accordance with the guidelines in the latest revision of the TMUTCD.

D. All barricades, plastic drums, vertical panels, and construction signing shall comply with the requirements of the current "Texas Department of Transportation Barricading and Construction Standards" sheets.

E. No work will impede sidewalk usage without proper signage. All sign placement shall comply with the most current revision of Federal and State ADA requirements standards. No signs will be allowed on the sidewalk outside of the closed area.

F. Stop/Slow paddles will be used in all flagging operations.

G. Flagging personnel must meet the qualifications as stated in the TMUTCD.

H. No Street shall be closed to traffic without written approval from City.

I. All construction signing shall be reflective and "like new" in appearance. The City may require that signs be replaced which do not meet these requirements.

J. Routine inspection of traffic control for each project is the responsibility of the contractor and shall be performed daily according to the latest version of the TMUTCD.

K. Construction signing shall not be removed from the work zone until approved by the City.

### **III EQUIPMENT**

A. Contractor is responsible for all equipment and supplies that are required to complete this project.

B. Fire extinguishers are required to be carried in case of emergency.

### **IV. SPECIAL SPECIFICATIONS**

A. The contractor is responsible for compliance with all laws and regulations regarding the prevention of underground utility damage. The contractor is also responsible for reporting to the appropriate operator any damage to underground utilities during the course of work.

B. The City of Lewisville requires that the final product (deliverables) must contain GIS format compatible with ESRI of all the inspected areas. The media should be linked to the GPS position of the identified problem. Contractor shall provide all storm sewer points (Inlets, outfalls, manholes) and lines in GIS Format to include GPS location, size, material type, and condition of the inspected assets. The video and above listed requirements shall be delivered on an external hard drive provided by the Contractor.

C. Should any portion of the inspection be of inadequate quality or coverage, as determined by the City, the contractor will have that portion re-inspected. There will be no additional cost for this re-inspection.

D. All information must be legible, easily read or viewed, and of high quality.

E. Obstructions may be encountered during the course of the internal inspection that prevent the travel of the camera. Each occurrence shall be considered separately. Generally, however, the Contractor shall first attempt to pass the obstruction, and if failing in his attempt or if equipment damage may occur, withdraw the equipment and notify City inspector of blockage. Inspector will then designate the next inspection entry point.

**V. PROJECT LOCATIONS**

Projects will be located throughout the city limits of Lewisville.

**VI. INSURANCE REQUIREMENTS**

The contractor recommended for award of this contract must be able to furnish a valid insurance certificate to the City within seven (7) days of the notification of such potential award, meeting the City's insurance requirements. Workers' Compensation, General Liability, and Automobile Liability are all required. See the City's insurance requirements EXHIBIT B for coverage details. Insurance is required to remain compliant throughout the term of the contract.

## CITY OF LEWISVILLE PURCHASING DIVISION

### INSTRUCTIONS TO BIDDERS

**INSTRUCTIONS:** These instructions apply to all bids and become a part of the terms and conditions of any bid submitted.

**BIDS** must not be faxed but are to be submitted to the City in **one** of the following manners:

A. **Electronic Receipt:** Bidders are encouraged to submit bids to the City through Bidsync.com. The City is a member of this internet service and the submittal of bids to the City is at no cost to the bidder. The internet site is [www.bidsync.com](http://www.bidsync.com).

or

B. **Paper Bid Receipt:** Paper bids may be submitted to the City. Bidders are to submit the original and one copy of their bid in a sealed envelope to the Purchasing Division prior to response due date/time. The sealed envelope is to be marked on the outside with the Bidder's name, address, the bid invitation number and closing date recorded on the bottom left corner of the envelope.

Address to:

City of Lewisville  
Purchasing Division  
P.O. Box 299002  
Lewisville, Texas 75029-9002

Sealed bids may be delivered in person or by courier to the Purchasing Division on the First Floor of City Hall, 151 Church Street, Lewisville, Texas 75057.

Sealed bids must be returned in sufficient time as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Lewisville is not responsible for lateness of mail carrier, etc.

**BID:** The bidder should quote its lowest and best price, F.O.B. destination on each item bid. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing for paper bids shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In all cases of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

**MAKE-MODEL** Items must be the best and latest model available of the type specified. If the bid invitation indicates a specific brand of product, the brand listed is deemed to be descriptive and not restrictive, and is used to indicate the type and quality level desired for comparison purposes. Bidders may offer an approved equal to the brand listed, unless otherwise noted. The City shall make the final determination as to the brand offered being an approved equal to the brand listed. A Complete catalog or brochure showing in detail the item offered must accompany the bid.

**SPLIT-AWARD:** Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.

**BID FORMS:** Bids submitted on other than City forms, whether electronic or paper, or with different terms or provisions may not be considered as responsive bids.

**Bids** must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.

**F.O.B./DAMAGE:** Quotations shall be bid F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The City of Lewisville assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

**INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Lewisville Accounts Payable, P O Box 299002, Lewisville, TX 75029-9002.

**TAXES:** The City of Lewisville is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.

**PRICING:** Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.

**PAYMENT TERMS:** Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.

**DELIVERY PROMISE - PENALTIES:** Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

**PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

**CORRESPONDENCE:** The bid number must appear on ALL correspondence, inquiries, etc. pertaining to the bid.

**DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

**PATENT RIGHTS:** The Vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.

**EVALUATION:** Response to the specification in this bid is of primary importance in determining the lowest responsible bid.

**BID AWARD:** Bids will be awarded either on Lowest Responsible Bid or Best Value. The Criteria used to determine Best Value is as follows:

Purchase Price

The reputation of the bidder and of the bidder's goods and service

The quality of the bidder's goods or services

The extent to which the goods or services meet the municipality's needs.

The bidder's past relationship with the municipality.

The impact on the ability of the city to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.

The total long-term cost to the city to acquire the bidders good or services (Life Cycle Costing).

Any other relevant factors that a private business would consider in selecting a bidder.

**FUNDING:** The City of Lewisville is a home-rule municipal government operated and funded on an October 1 to September 30 Fiscal Year; accordingly, the City reserves the right to terminate, without liability to the City any contract for which funding is not available.

**RESERVATIONS:** The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications.
- B. Waive any defect, irregularity or informality in any bid or bidding procedure.
- C. Reject or cancel any or all bids.
- D. Reissue a bid invitation.
- E. Extend the bid opening time and date.
- F. Procure any item by other means.
- G. Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise.
- H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

**AUDIT:** The City of Lewisville reserves the right to audit the records and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

**PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties with the bidding process. This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary.

Failure to Protest within the time allotted shall constitute a waiver of any protest.

**ALTERING BIDS:** Bid cannot be altered or amended after submission deadline. Any interlineation, or alteration made before opening time for sealed bids must be initialed by the signer of the bid, guaranteeing authenticity.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lewisville.

**ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by ADDENDA. Sole authority to issue addenda shall be vested in the City of Lewisville. Bidders shall acknowledge receipt of all addenda on bid form.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

Have adequate financial resources, or the ability to obtain such resources as required;

Be able to comply with the required or proposed delivery schedule;

Have a satisfactory record of performance;

Have a satisfactory record of integrity and ethics;

Be otherwise qualified and eligible to receive an award; and

The City of Lewisville may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

**BIDDER SHALL PROVIDE** with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.

**SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Lewisville and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City of Lewisville and participating entities growing out of such injury or damages.

**TERMINATION FOR DEFAULT:** The City of Lewisville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder. Purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

**TESTING:** Testing may be performed at the request of the City without expense to the City.

**REMEDIES:** The successful bidder and City of Lewisville agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial products and practices are to prevail. All interpretations of the specifications in this bid shall be made on the basis of this statement.

**DEVIATIONS** from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

**NO EMPLOYEE** of the City of Lewisville who has a financial interest in a prospective vendor shall participate in submitting a bid or proposal to conduct work for the City.

**NO EMPLOYEE** of the City of Lewisville shall receive any compensation for or as a result of a contract for goods or services purchased by the City if that employee was in a position to influence the City with respect to the contract.

**ELIGIBLE BIDDER:** Bidders are limited to those persons or firms who are qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

**REJECTED ITEM(S):** Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Lewisville.

**INDEMNITY:** The City of Lewisville will not accept a contract that contains any provision causing the City of Lewisville to indemnify the vendor for any reason.

**VENDOR AGREEMENT:** Any vendor agreements (service, maintenance, etc.) to be signed by the City of Lewisville must be submitted with your bid.

**CITY OF LEWISVILLE  
PURCHASING DIVISION  
ANNUAL CONTRACT STANDARD PROVISIONS**

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to two (2) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
3. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
4. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

## **CITY OF LEWISVILLE PURCHASING DIVISION ADDITIONAL TERMS**

### **ANTI-LOBBYING PROVISION**

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

### **LAWS AND ORDINANCES**

Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

### **PROTECTION OF RESIDENT WORKERS**

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

### **IMMIGRATION REFORM AND CONTROL ACT**

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the

laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Ace Pipe Cleaning, Inc.

Contractor Name

*Bon Vat*

Authorized Signature

8/2/18

Date

## CITY OF LEWISVILLE COOPERATIVE PURCHASING AGREEMENT

Several Governmental entities around the City of Lewisville have indicated an interest in being included in this contract. Should these Governmental Entities decide to participate in this contract, would you, (the vendor) agree that all terms conditions, specifications, and pricing would apply?

YES       NO

- (a) If you (the Vendor) checked yes, the following will apply.
- (b) Governmental Entities utilizing Internal-Governmental contracts with the City of Lewisville will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Lewisville will be billed directly to that Governmental Entity and paid by that Governmental Entity. City of Lewisville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

BID INVITATION NO:	18-51-A
COMMODITY:	CC TV Inspections and Cleaning of Sanitary and Storm Systems

FIRM NAME: Ace Pipe Cleaning, Inc.

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

Bruce Vantline

DATE: 8/2/18

SIGNER'S NAME AND TITLE:

Bruce Vantline, Secretary/Treasurer

**ALL BIDDERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL.**

**Contractor's Qualifications**

The contractor shall show that he has experience with similar projects that require working in confined areas in close proximity to many physical features (fences, utility poles, gas lines, gas lines and meters, sewer manholes and cleanouts, etc.) which requires the contractor to plan work efforts and equipment needs with these limitations in mind. The contractor shall submit a list of Public Works Projects successfully completed within the last three (3) years. This list shall include the names of supervisors and type of equipment used to perform this work.

**BIDDER'S QUALIFICATION STATEMENT**

Project: Video Inspection of Storm Sewer Lines #18-51 A

Contractor: Ace Pipe Cleaning, Inc.

Indicate One:  Sole Proprietor  Partnership  Other  
 Corporation  Joint Venture

Name: Bruce Vantine

Title: Secretary/Treasurer

Address: 6601 Universal Ave.

City: Kansas City

State & Zip: MO / 64120

Phone: 816-241-2891

State and Date of Incorporation, Partnership, Ownership, Etc. MO / 1954

Location of Principal Office: Same as above

Contact and Phone at Principal Office: Bruce Vantine  
816-241-2891

Liability Insurance Provided and Limits of Coverage: Zurich American Insurance  
\$2MM Aggregate

Workers Compensation Insurance Provider: Zurich American Insurance

Surety Bonding Company (Performance & Payment): Travelers Casualty and Surety Company

Insurance Agency Name: Arthur J. Gallagher Risk Management Services, Inc.

Insurance Agency Address: 2850 Golf Road, Rolling Meadows, IL 60008

Contact Person: Kim Auchstetter

Phone Number: 281-655-6724

Total Number of Employees to be Associated with this Job:

<input type="text" value="1"/> Managerial	<input type="text" value="2"/> Administrative	<input type="text"/> Professional
<input type="text" value="1"/> Skilled	<input type="text" value="1"/> Semi-Skilled	<input type="text"/> Other

Percentage of Work to be Done by Bidder's Employees (Based on Dollars Bid): 100%

Type(s) of Work to be Done by Bidder's Employees (Examples: Concrete Paving, Structural Concrete, Water Lines, Sanitary Sewer Lines, Storm Pipe, Storm Inlets, Excavation, Lime, Bridge Fencing, etc.)

CCTV Inspection and Cleaning of Sanitary & Storm Sewers



Access to Tools and Equipment:

Percent Owned

Percent Rented

Number of Years in Business as a Contractor on Above Types of Work:

Type(s) of Work to be Done by Sub-Contractors:

Include Name, Address, and Phone Number of Sub-Contractor. (Use Additional Sheets, if needed.)

Type of Work

Sub-Contractor



List your most current completed projects, with information, similar to the type of work bid. (Use Additional Sheets, if necessary.)

Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Project:

**Project Description:** Sonar/Laser/HDCCTV Inspection of the entire citywide large diameter concrete sewer mains (588,000 LF)

**Owner/Agency:** City of Fort Worth, TX

**Year Built:** 2014-2017

**Contract Price:** \$3.1M

**Contact Person:** Mark Shell

**Phone:** 817-999-7907

**Project:** CCTV Cleaning & Inspection Services - Contract 14655

**Project Description:** Cleaning and televising various sizes of sewers ranging from 6" round laterals & mains up to 198" arch sewers

**Owner/Agency:** St. Louis Metropolitan Sewer District

**Year Built:** 2017-2018

**Contract Price:** \$500,000.00

**Contact Person:** Bob Miller

**Phone:** 314-335-2053

**Project:** Evaluation & Rehabilitation of Wastewater Collection System

**Project Description:** Cleaning & PACP Inspections of approximately 600,000 FT of sewer system

**Owner/Agency:** City of Joplin, MO

**Year Built:** 2016-2017

**Contract Price:** \$1.4M

**Contact Person:** John Briggs

**Phone:** 417-680-7200

**Project:**

**Project Description:**

**Owner/Agency:**

**Year Built:**

**Contract Price:**

**Contact Person:**

**Phone:**

**Trade References (List Company, Address, Contact Person, and Phone):**

Strong Seal Systems, 405 Emmett Sanders Rd., Pine Bluff, AR 71601, Donna Brown (800) 982-8009  
Raven Lining Systems, 13105 E. 61st St., Ste. A, Broken Arrow, OK, Mary Sule (216) 910-1715  
Carter Energy Corp., PO Box 29106, Shawnee Mission, KS 66201, Lana/Credit Dept. (913) 643-7000

**Bank References (List Institution, Address, Contact Person, and Phone):**

UMB Bank, 1010 Grand Ave., Kansas City, MO 64141, David Youngstrom (816) 860-1724

**Claims and Suits (If the answer to any of the questions is yes, please attach details):**

Has your organization ever failed to complete any work awarded to it?

NO

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

NO

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

NO

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

NO

**CITY OF LEWISVILLE  
DISCLOSURE OF INTEREST**

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](http://ethics.state.tx.us), must be filed with the City Secretary of the City of Lewisville no later than the seventh (7<sup>th</sup>) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

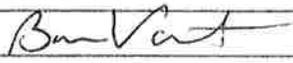
**STATE RECIPROCAL REQUIREMENT**

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? 6601 Universal Ave., Kansas City, MO 64120
2. Only if your principal place of business is not in the state of Texas, please indicate:
  - A. In which state is your principal place of business located? Missouri
  - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage?  YES  NO
  - C. If "YES", what is that dollar increment or percentage? \_\_\_\_\_

**NON-COLLUSION STATEMENT**

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor:	<u>Ace Pipe Cleaning, Inc.</u>
Address:	<u>6601 Universal Ave.</u>
City, State, Zip:	<u>Kansas City, MO 64120</u>
Phone	<u>816-241-2891</u>
Email Address:	<u>bvantine@acepipe.com</u>
Bidder (Print name)	<u>Bruce Vantine</u>
Bidder Signature	
Position with Company	<u>Secretary/Treasurer</u>
Signature of company official authorizing this bid:	
Company Official (Print name):	<u>Steve Hontz</u>
Position with company:	<u>President</u>

**EXHIBIT B****INSURANCE REQUIREMENTS**  
**GENERAL CONTRACTS FOR SERVICES**

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

**B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises – Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

***NOTE: The aggregate loss limit applies to each project.***

03/21/2018

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retentions must be declared to and approved by the City.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
  - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
  - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages  
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages  
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

03/21/2018

**E. ACCEPTABILITY OF INSURERS**

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

**F. VERIFICATION OF COVERAGE**

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**G. HOLD HARMLESS AND INDEMNIFICATION**

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

03/21/2018



**LEWISVILLE**  
Deep Roots. Broad Wings. Bright Future.

## Lewisville 2025 - Sustainability

Lewisville City Council unanimously adopted the Lewisville 2025 plan on July 14, 2014. The plan was developed after more than a year of public input and discussion that garnered hundreds of ideas and suggestions. That input was studied extensively by the Lewisville 2025 Steering Committee, City staff and professional consultants and formulated into the Lewisville 2025 plan. The plan provides a clear shared vision for the kind of community Lewisville wants to be when it turns 100 years old in 2025: a place that people choose to live, work and visit.

Lewisville 2025 identifies nine “Big Moves” to guide the community’s efforts toward being a thriving, desirable community. One of these Big Moves is sustainability. Lewisville defines sustainability in this way:

*Limited resources, such as land, water, energy, clean air, natural assets, and public funds are used efficiently to provide a desirable quality of life and business climate today without reducing Lewisville’s ability to provide the desired quality of life and business climate for success of future generations.*

The Purchasing Division’s goal is to support and encourage sustainable management practices through the purchase and use of materials, products and services that demonstrate environmental stewardship as well as fiscal and social responsibility. To that end, Lewisville will consider environmental factors such as but not limited to, recycled content, product life cycle, waste reduction, energy efficiency, toxicity, water consumption, and human health impacts when making purchasing recommendations. To assist City staff with evaluating these factors, prospective vendors may be required to provide specific information about their products and services that addresses environmental impacts.

Does Product or Service?	Yes	No	Details
Reduce energy consumption			
Reduce toxicity, including emissions			
Reduce waste			
Contain recyclable materials			
Reduce water consumption			
List other environmental impacts			

*Attach supporting documentation if needed*

PURCHASE ORDER  
TERMS & CONDITIONS

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F O B Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract; as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications" hereof. The terms of this contract are "no arrival, no sale".
7. **INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, P.O. Box 299002, Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.
8. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
10. **WARRANTY PRICE:** (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee except bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
11. **WARRANTY PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions filed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
12. **SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
14. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
15. **CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
16. **TERMINATION:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
17. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, draughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

- 18 **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 19 **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
- 20 **MODIFICATIONS:** This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.
- 21 **INTERPRETATION PAROLE: EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
- 22 **APPLICABLE LAW:** This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.
- 23 **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- 24 **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- 25 **VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.
- 26 **DISCLOSURE:** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at [www.state.tx.us](http://www.state.tx.us), must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.
- Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.
- 27 **INDEPENDENT CONTRACTOR:** Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.
- 28 **TERMINATION FOR DEFAULT:** Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.
- 29 **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code.
- Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.
- 30 **INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**
- 31 **SEVERABILITY:** In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 32 **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. 1324a):** The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.
- 33 **ADA COMPLIANCE:** All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.
- 34 **PROTECTION OF RESIDENT WORKERS:** The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.
- 35 **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that Contractor (1) does not boycott Israel, as defined by Texas Government Code Section 208.001; and (2) will not boycott Israel during the term of the contract.
- 36 **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.



## Question and Answers for Bid #18-51-A - Annual Contract for Video Inspection of Storm Sewer Lines

### Overall Bid Questions

There are no questions associated with this bid.

**Question Deadline: Jul 30, 2018 2:00:00 PM CDT**



**ACE PIPE CLEANING**  
A Carylton Company

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

## REFERENCES

### Recently Completed Projects:

#### City of Kansas City, MO, Kansas City, MO

##### **City Wide Clean & TV for Overflow Control Program - Contract 1143**

Ace was the Prime Contractor on this project in 2014-2016. Two Subcontractors (MBE and WBE) assisted the team and all provided daily crews for cleaning, televising and data review as well as manhole opening and locating. Total project scope included Cleaning of 2,100,000 feet of 6-72" Combined Sewer and PACP CCTV of 3,000,000 feet of 6-72" Combined Sewer (Priced per LF)

**Contract Value:** \$4.1M

**Contract Period:** 2014-2016

**Contact:** Steve Stuempfig, PE, ENV SP, Project Manager, Burns & McDonnell [sstuempfig@burnsmcd.com](mailto:sstuempfig@burnsmcd.com) (816) 823-6196

**Address:** 9400 Ward Parkway, Kansas City, MO 64114

#### St. Louis Metropolitan Sewer District, St. Louis, MO

##### **"CCTV Inspection of Large Diameter Sewers" - Contract Number: 13821**

Ace Pipe Cleaning acted as the prime contractor on this contract. Under this contract, we cleaned and televised various shapes and sizes of sewers, from as small as 6" round sewer laterals and mains to horseshoe sewers, egg shaped sewers, and arch sewers up to 198". We used techniques such as band cutting to remove heavy roots from 30" round lines and chain knockers to remove roots, debris, and protruding taps from various sizes of round sewer. APC has cleaned and televised 767,035 feet of 6-inch to Greater than 48-inch sewer. We have performed 102,567 feet of Multi-Sensor Inspection, 20,000 feet of Sonar Inspection and 144,340 feet of Laser Profile Inspection. (Priced per LF)

**Contract Value:** \$2M per year for 3 years

**Contract Period:** July 2014 – May 2017

**Contact:** Bob Miller, St. Louis MSD. [ramill@stlmsd.com](mailto:ramill@stlmsd.com) (314) 335-2053

**Address:** 2350 Market Street, St. Louis, MO 63103

#### City of Fort Worth, Fort Worth, Texas

##### **"Interceptor Condition Assessment Program – ICAP"**

Ace Pipe Cleaning, acting as the Prime Contractor, completed this work during the years of 2014-2017. Work included the Sonar/Laser/HDCCTV- Sonar- Laser/CCTV Inspection of the entire Citywide Large Diameter Concrete Sewer Mains. Total Scope was 588,000' L.F. This project is the single largest project in the world for the 3 in1 Inspection Technology. Ace Pipe Cleaning has completed approximately 488,000 L.F. of Level 2 Inspections the System. The City has saved millions of dollars in the "Prevention" of Large Diameter Sewer Mains. The program gives the Owner the "Remaining Useful Life" of Large Diameter Concrete Sewer Mains.

**Contract Value:** \$3,100,000.00

**Contract Period:** 2014 – 2017

**Contact:** Mark Shell, City of Fort Worth, TX, [mark.shell@fortworthtexas.gov](mailto:mark.shell@fortworthtexas.gov) (817) 999-7907

**Address:** 1511 11<sup>th</sup> Ave., Fort Worth, TX 72103



**ACE PIPE CLEANING**  
A Carylton Company

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

**St. Louis Metropolitan Sewer District, St. Louis, MO**

**“CCTV Cleaning and Inspection Services” - Contract Number: 14655**

Ace Pipe Cleaning was the prime contractor on this project. Under this contract we cleaned and televised various shapes and sizes of sewers, from as small as 6” round sewer laterals and mains to horseshoe sewers, egg shaped sewers, and arch sewers up to 198”. We are using techniques such as band cutting to remove heavy roots from 30” round lines and chain knockers to remove roots, debris, and protruding taps from various sizes of round sewer.

**Contract Value:** \$500,000.00

**Contract Period:** May 15, 2017 – May 14, 2018

**Contact:** Bob Miller, St. Louis MSD, [ramill@stlmsd.com](mailto:ramill@stlmsd.com) (314) 335-2053

**Address:** 2350 Market Street, St. Louis, MO 63103

**City of Joplin, MO**

**“Evaluation and Rehabilitation of Wastewater Collection System”**

Ace Pipe Cleaning was the prime contractor on this project. Project consisted of cleaning and PACP inspection services in addition to rehabilitation services. Work orders were issued as needed. Ace completed approximately 600,000 feet of cleaning and PACP inspections.

**Contract Value:** \$1,417,481.00

**Contract Period:** 2016 -2017

**Contact:** John Briggs, Allgeier, Martin & Associates, [john.briggs@amce.com](mailto:john.briggs@amce.com) (417) 680-7200

**Address:** 7231 E. 24<sup>th</sup> Street, Joplin, MO 64804

**Supplier: Ace Pipe Cleaning, Inc.**

## CITY OF LEWISVILLE PURCHASING DIVISION

### INSTRUCTIONS TO BIDDERS

**INSTRUCTIONS:** These instructions apply to all bids and become a part of the terms and conditions of any bid submitted.

**BIDS** must not be faxed but are to be submitted to the City in **one** of the following manners:

**A. Electronic Receipt:** Bidders are encouraged to submit bids to the City through Bidsync.com. The City is a member of this internet service and the submittal of bids to the City is at no cost to the bidder. The internet site is [www.bidsync.com](http://www.bidsync.com).

**or**

**B. Paper Bid Receipt:** Paper bids may be submitted to the City. Bidders are to submit the original and one copy of their bid in a sealed envelope to the Purchasing Division prior to response due date/time. The sealed envelope is to be marked on the outside with the Bidder's name, address, the bid invitation number and closing date recorded on the bottom left corner of the envelope.

Address to:

City of Lewisville  
Purchasing Division  
P.O. Box 299002  
Lewisville, Texas 75029-9002

Sealed bids may be delivered in person or by courier to the Purchasing Division on the First Floor of City Hall, 151 Church Street, Lewisville, Texas 75057.

Sealed bids must be returned in sufficient time as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Lewisville is not responsible for lateness of mail carrier, etc.

**BID:** The bidder should quote its lowest and best price, F.O.B. destination on each item bid. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing for paper bids shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In all cases of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

**MAKE-MODEL** Items must be the best and latest model available of the type specified. If the bid invitation indicates a specific brand of product, the brand listed is deemed to be descriptive and not restrictive, and is used to indicate the type and quality level desired for comparison purposes. Bidders may offer an approved equal to the brand listed, unless otherwise noted. The City shall make the final determination as to the brand offered being an approved equal to the brand listed. A Complete catalog or brochure showing in detail the item offered must accompany the bid.

**SPLIT-AWARD:** Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.

**BID FORMS:** Bids submitted on other than City forms, whether electronic or paper, or with different terms

or provisions may not be considered as responsive bids.

**Bids** must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.

**F.O.B./DAMAGE:** Quotations shall be bid F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The City of Lewisville assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

**INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Lewisville Accounts Payable, P O Box 299002, Lewisville, TX 75029-9002.

**TAXES:** The City of Lewisville is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.

**PRICING:** Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.

**PAYMENT TERMS:** Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.

**DELIVERY PROMISE - PENALTIES:** Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

**PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

**CORRESPONDENCE:** The bid number must appear on ALL correspondence, inquiries, etc. pertaining to the bid.

**DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

**PATENT RIGHTS:** The Vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.

**EVALUATION:** Response to the specification in this bid is of primary importance in determining the lowest responsible bid.

**BID AWARD:** Bids will be awarded either on Lowest Responsible Bid or Best Value. The Criteria used to determine Best Value is as follows:

**Purchase Price**

The reputation of the bidder and of the bidder's goods and service

The quality of the bidder's goods or services

The extent to which the goods or services meet the municipality's needs.

The bidder's past relationship with the municipality.

The impact on the ability of the city to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.

The total long-term cost to the city to acquire the bidders good or services (Life Cycle Costing).  
Any other relevant factors that a private business would consider in selecting a bidder.

**FUNDING:** The City of Lewisville is a home-rule municipal government operated and funded on an October 1 to September 30 Fiscal Year; accordingly, the City reserves the right to terminate, without liability to the City any contract for which funding is not available.

**RESERVATIONS:** The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications.
- B. Waive any defect, irregularity or informality in any bid or bidding procedure.
- C. Reject or cancel any or all bids.
- D. Reissue a bid invitation.
- E. Extend the bid opening time and date.
- F. Procure any item by other means.
- G. Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise.
- H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

**AUDIT:** The City of Lewisville reserves the right to audit the records and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

**PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties with the bidding process. This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary.

Failure to Protest within the time allotted shall constitute a waiver of any protest.

**ALTERING BIDS:** Bid cannot be altered or amended after submission deadline. Any interlineation, or alteration made before opening time for sealed bids must be initialed by the signer of the bid, guaranteeing authenticity.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lewisville.

**ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by ADDENDA. Sole authority to issue addenda shall be vested in the City of Lewisville. Bidders shall acknowledge receipt of all addenda on bid form.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

Have adequate financial resources, or the ability to obtain such resources as required;

Be able to comply with the required or proposed delivery schedule;

Have a satisfactory record of performance;

Have a satisfactory record of integrity and ethics;

Be otherwise qualified and eligible to receive an award; and

The City of Lewisville may request representation and other information sufficient to determine bidder's ability

to meet these minimum standards listed above.

**BIDDER SHALL PROVIDE** with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.

**SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Lewisville and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City of Lewisville and participating entities growing out of such injury or damages.

**TERMINATION FOR DEFAULT:** The City of Lewisville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder. Purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

**TESTING:** Testing may be performed at the request of the City without expense to the City.

**REMEDIES:** The successful bidder and City of Lewisville agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial products and practices are to prevail. All interpretations of the specifications in this bid shall be made on the basis of this statement.

**DEVIATIONS** from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

**NO EMPLOYEE** of the City of Lewisville who has a financial interest in a prospective vendor shall participate in submitting a bid or proposal to conduct work for the City.

**NO EMPLOYEE** of the City of Lewisville shall receive any compensation for or as a result of a contract for goods or services purchased by the City if that employee was in a position to influence the City with respect to the contract.

**ELIGIBLE BIDDER:** Bidders are limited to those persons or firms who are qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

**REJECTED ITEM(S):** Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Lewisville.

**INDEMNITY:** The City of Lewisville will not accept a contract that contains any provision causing the City of Lewisville to indemnify the vendor for any reason.

**VENDOR AGREEMENT:** Any vendor agreements (service, maintenance, etc.) to be signed by the City of Lewisville must be submitted with your bid.



Supplier: Ace Pipe Cleaning, Inc.

**CITY OF LEWISVILLE  
PURCHASING DIVISION  
ANNUAL CONTRACT STANDARD PROVISIONS**

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to two (2) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than its actual needs during the Agreement, subject to availability of appropriate funds.
3. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
4. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

**Supplier: Ace Pipe Cleaning, Inc.**

**CITY OF LEWISVILLE PURCHASING DIVISION  
ADDITIONAL TERMS**

**ANTI-LOBBYING PROVISION**

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

**LAWS AND ORDINANCES**

Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

**PROTECTION OF RESIDENT WORKERS**

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

**IMMIGRATION REFORM AND CONTROL ACT**

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the

United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

**Ace Pipe Cleaning, Inc.**

Contractor Name

**Bruce Vantine**

Authorized Signature

**2/23/17**

Date



**Supplier: Ace Pipe Cleaning, Inc.**

**CITY OF LEWISVILLE  
COOPERATIVE PURCHASING AGREEMENT**

Several Governmental entities around the City of Lewisville have indicated an interest in being included in this contract. Should these Governmental Entities decide to participate in this contract, would you, (the vendor) agree that all terms conditions, specifications, and pricing would apply?

YES       NO

- (a) If you (the Vendor) checked yes, the following will apply.
- (b) Governmental Entities utilizing Internal-Governmental contracts with the City of Lewisville will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Lewisville will be billed directly to that Governmental Entity and paid by that Governmental Entity. City of Lewisville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

BID INVITATION NO:	<b>18-51-A</b>
COMMODITY:	<b>562998</b>

FIRM NAME: **Ace Pipe Cleaning, Inc.**

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

**Bruce Vantine**

DATE: **7/23/2018**

SIGNER'S NAME AND TITLE:

**Bruce Vantine, Secretary/Treasurer**

**Supplier: Ace Pipe Cleaning, Inc.**

**ALL BIDDERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL.**

**Contractor's Qualifications**

The contractor shall show that he has experience with similar projects that require working in confined areas in close proximity to many physical features (fences, utility poles, gas lines, gas lines and meters, sewer manholes and cleanouts, etc.) which requires the contractor to plan work efforts and equipment needs with these limitations in mind. The contractor shall submit a list of Public Works Projects successfully completed within the last three (3) years. This list shall include the names of supervisors and type of equipment used to perform this work.

**BIDDER'S QUALIFICATION STATEMENT**

Project: **18-51-A**

Contractor: **Ace Pipe Cleaning, Inc.**

Indicate One:  Sole Proprietor  Partnership  Other  
 Corporation  Joint Venture

Name: **Bruce Vantine**

Title: **Secretary/Treasurer**

Address: **6601 Universal Ave**

City: **Kansas City**

State & Zip: **MO**

Phone: **64120**

State and Date of Incorporation, Partnership, Ownership, Etc. **MO 3/24/1954**

Location of Principal Office: **Kansas City, MO**

Contact and Phone at Principal Office: **816-241-2891**

Liability Insurance Provided and Limits of Coverage: **Zurich American \$2M**

Workers Compensation Insurance Provider: **American Zurich \$1M**

Surety Bonding Company (Performance & Payment): **Traveler's Casualty**

Insurance Agency Name: **Gallagher Rish Management**

Insurance Agency Address: **2850 Golf Road, Rolling Meadows, IL 60008**

Contact Person: **Christina Zumrick**

Phone Number: **630-694-5458**

Total Number of Employees to be Associated with this Job:

<b>1</b> Managerial	Administrative	Professional
Skilled	<b>4</b> Semi-Skilled	Other

Percentage of Work to be Done by Bidder's Employees (Based on Dollars Bid): **100%**

Type(s) of Work to be Done by Bidder's Employees (Examples: Concrete Paving, Structural Concrete, Water Lines, Sanitary Sewer Lines, Storm Pipe, Storm Inlets, Excavation, Lime, Bridge Fencing, etc.)  
**Storm Sewer Inspection**

Access to Tools and Equipment: Percent Owned **95%** Percent Rented **5%**

Number of Years in Business as a Contractor on Above Types of Work: **64**



Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone: **shontz**

Trade References (List Company, Address, Contact Person, and Phone):

Bank References (List Institution, Address, Contact Person, and Phone):

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

## Supplier: Ace Pipe Cleaning, Inc.

### STATE RECIPROCAL REQUIREMENT

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? **ACE PIPE CLEANING, INC**
2. Only if your principal place of business is not in the state of Texas, please indicate:
  - A. In which state is your principal place of business located? **6601 UNIVERSAL AVE**
  - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage?  YES  NO
  - C. If "YES", what is that dollar increment or percentage? **0**

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### NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor:	<b>Ace Pipe Cleaning, Inc.</b>
Address:	<b>6601 UNIVERSAL AVE</b>
City, State, Zip:	<b>Kansas City, MO 64120</b>
Phone	<b>8162412891</b>
Email Address:	<b>bvantine@acepipe.com</b>
Bidder (Print name)	<b>Bruce Vantine</b>
Bidder Signature	<b>Bruce Vantine</b>
Position with Company	<b>Secretary/Treasurer</b>
Signature of company official authorizing this bid:	<b>Steve Hontz</b>
Company Official (Print name):	<b>Steve Hontz</b>
Position with company:	<b>President</b>

