



## Board of Aldermen Request for Action

**MEETING DATE:** 2/21/2023

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1186, authorizing the purchase of a chlorine dioxide generator at the water treatment plant.

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1186, authorizing the purchase of a chlorine dioxide generator at the water treatment plant. From Chem-Sult in the amount of \$9,330.

**SUMMARY:**

Chem-Sult is the sole proprietor to build and install a new chlorine dioxide generator at the water treatment plant. This unit injects chlorine dioxide into the raw water line before water enters the plant as a pre-disinfection treatment process. The current equipment which was specifically built for the treatment facility design and chemical demand was installed in 2008.

**PREVIOUS ACTION:**

The 2023 CIP budget includes \$1 million for upgrades and maintenance at the water treatment plant. HDR is preparing a contract for the filters, actuators and lagoon cleaning. The purchase of this equipment is something staff can handle without the added costs for engineering.

**POLICY ISSUE:**

Facility / infrastructure maintenance

**FINANCIAL CONSIDERATIONS:**

The 2023 CWWS CIP fund has budgeted for this expense.

**ATTACHMENTS:**

- |   |                                   |
|---|-----------------------------------|
| <input type="checkbox"/> Ordinance                  | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution      | <input type="checkbox"/> Plans    |
| <input type="checkbox"/> Staff Report               | <input type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: Proposal |                                   |

## **RESOLUTION 1186**

### **A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW CHLORINE DIOXIDE GENERATOR AT THE WATER TREATMENT PLANT**

**WHEREAS**, the City of Smithville operates a water treatment plant to provide drinking water to the residents of the City; and

**WHEREAS**, the plant uses chlorine dioxide as a method of disinfection in the treatment process; and

**WHEREAS**, Chem-Sult is the sole provider to build and install a new chlorine dioxide generator for the water treatment plant.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:**

**THAT** the Board authorizes the purchase of a new chlorine dioxide generator from Chem-Sult at the water treatment plant in the amount of \$9,330.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 21<sup>st</sup> day of February, 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



**ACE PIPE CLEANING**  
A Carylton Company

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

**CONTRACT PROPOSAL**

Date: 2/8/23

Customer: CITY OF SMITHVILLE  
Attn: BOB LEMLEY  
Address: 1 HELVEY PARK DR  
SMITHVILLE MO 64089  
Email: utilities@smithvillemo.org  
Phone: 816-532-0577

Proposal #: 23-282

1. **PROJECT DESCRIPTION:**

Smithville, MO – 16401 Lowman Rd – Wet Well Cleaning

2. **SCOPE OF WORK:**

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

Operators, Laborers, Jetter/Vac Combo Unit, Support Truck and Plug and Bypass to perform Wet Well Cleaning as directed by customer located at 16401 Lowman Rd, Smithville, MO.

3. **PRICING AND PAYMENT:**

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
OPERATOR & JETTER/COMBO UNIT	16	HRS	\$ 215.00	\$ 3,440.00
ADDITIONAL LABOR X 2	32	HRS	\$ 110.00	\$ 3,520.00
SUPPORT TRUCK	24	HRS	\$ 110.00	\$ 2,640.00
12% FUEL	24	HRS	\$ 25.80	\$ 619.20
OPERATOR & JETTER/COMBO OT	8	HRS	\$ 230.00	\$ 1,840.00
ADDITIONAL LABOR OT	16	HRS	\$ 130.00	\$ 2,080.00
PLUG AND BYPASS	1	WEEK	\$ 6,900.00	\$ 6,900.00
TOTAL ESTIMATED PRICE				\$ 21,039.20

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

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

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

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

**PREVAILING WAGE? YES ☐ NO ☒**

If yes, please provide Wage Determination.

**TAX EXEMPT? YES ☒ NO ☐**

If yes, please provide Tax Exemption Certificate.

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: <u>Jeremy Cheek</u> Date <u>2/8/23</u> Title: <u>Superintendent</u>	Signed: _____ Date _____ Title: _____

## **CLARIFICATIONS / ASSUMPTIONS**

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

### **1. CLARIFICATIONS:**

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide APC the appropriate documentation.
- b. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. Except as otherwise stated herein, the Proposal does not include by-pass pumping.
- d. Price quoted is portal to portal from our location at 6601 Universal Ave, KCMO and is a four-hour minimum fee.
- e. Overtime rates will apply for any work that exceeds an (8) eight-hour workday (applicable to hourly rate quoted).
- f. Any corrections, repairs, or extractions required due to existing structural defects or failures are excluded from the Work.
- g. APC will provide traffic control (cones) if necessary.
- h. Except as otherwise provided herein, the Proposal is for normal cleaning only. Normal cleaning is considered cleaning requiring three passes or less using high-velocity hydraulic equipment capable of pumping 80 gpm at 2,000 psi. Heavy cleaning shall be considered all cleaning other than normal cleaning but does not include mechanical cleaning with bucket machines and winches. Heavy cleaning will be charged at a negotiated hourly rate.

### **2. ASSUMPTIONS:**

- a. Customer will provide free access to the work site which will be adequate for APC's equipment and will be at least 150 feet from the manhole. APC reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will coordinate the Work with any private property owners.
- c. Customer will provide disposal site.
- d. Customer will provide water for cleaning and access to hydrant and hydrant meter.
- e. Pricing is subject to change 90 days from the date of the proposal.
- f. There are no hazardous materials present in the project area.
- g. Any cleaning required under reduced, or no-flow conditions will be charged at a negotiated hourly rate.

## **Terms and Conditions**

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all of its terms and conditions.

2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

3. **Terms of Payment:** Unless otherwise noted, payments are due within thirty days from the submission to Customer of an invoice. A "past due payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.

6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.

7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.

8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references

herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

10. **Scope Limitations:** Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.

11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Customer and Contractor waive all rights of subrogation for claims covered by the parties' insurance.

13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. APC shall be entitled to collect reasonable attorney's fees incurred to collect any "past due payments."

14. **NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**