

**SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
SAK CONSTRUCTION, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and SAK Construction, LLC, an LLC (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. The City issued a Request for Proposals, RFP #2023-028 "Corrugated Metal Pipe (CMP) Rehab Using Trenchless Technology and Related Products and Services" (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide trenchless rehabilitation of storm infrastructure and related services (the "Services").

B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.

2. Term of Agreement.

- a. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
- b. Renewal Terms. After the expiration of the Initial Term, this Agreement shall automatically renew for up to (4) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
- c. Transition Term. Notwithstanding the expiration of the Initial Term or all available Renewal Terms, the City, at its sole discretion and upon thirty (30) days written notice to Contractor, may extend the Agreement for up to six (6) months from the date of expiration or until the City terminates the Agreement, whichever occurs earlier. Upon receipt of such written notice, Contractor shall continue to perform its obligations under this Agreement.

3. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. For project(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the specific Services to the City as may be agreed upon between the Parties, in the form of a written invoice, quote, purchase order or other form of written acknowledgment describing the Services to be provided (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement will be subject to rejection. Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

4. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an amount not to exceed the line item costs (as described in the Scope of Work) at the rates for set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

The City's Procurement Officer will only review fully documented requests for price increases after the Initial Term. If the Contractor desires to increase its prices for any Renewal Term, the Contractor shall notify the Procurement Officer sixty (60) days or more prior to the end of the Initial Term or the then current Renewal Term and will be a factor in the renewal review process. The City's Procurement Officer will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the agreement Renewal Term.

5. Payments. Payments shall be in accordance with Article 15 of Section C-700 in the Sample Construction Contract in Section D of this RFP, and as amended by Section C-800 in the Sample Agreement. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.

6. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such

person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability and Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Section 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The

statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.

- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

13.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$2,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof and contain, or be endorsed to contain Transportation Pollution Liability insurance covering materials to be transported by Contractor pursuant to this Agreement and such coverage shall be at least as broad as policy form CA 99 48 03 06. This coverage may also be provided on the Contractors Pollution Liability policy. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. Contractor further understands and agrees that Contractor's employees, agents, subcontractors, and directors (referred to in this paragraph as "Employees"), are not serving as employees of the City in any manner and therefore are not entitled to any of the City's industrial benefit coverages, including Workers' Compensation coverages. Contractor acknowledges and agrees that any injury its Employees sustain in the performance of this Agreement will be not be eligible for industrial benefits from the City and any necessary treatment will be Contractor's, or Contractor's insurer's, sole responsibility. Should Contractor's insurer attempt to subrogate a Workers' Compensation claim against the City, including the City's employees, director, or agents, Contractor shall defend, indemnify, and hold harmless the City and the City's employees, director, or agents for, from, and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, arising out of such subrogation efforts.
- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under

this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$3,000,000 each claim and \$3,000,000 annual aggregate. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

- E. Contractor's Environmental/Pollution Liability. Contractor shall carry and maintain Pollution Liability and/or Asbestos Pollution Liability and/or Errors and Omissions insurance applicable to the services and work being performed, with an unimpaired limit of no less than \$3,000,000 per claim or occurrence and \$3,000,000 aggregate per policy period of one year.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law;

- d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
 - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
 6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.
- 14.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.
- 14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.
- 14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.
15. Miscellaneous.
- 15.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or

control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

- 15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- 15.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.
- 15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Contractor.
- 15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.
- 15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.
- 15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- 15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.
- 15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by

law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: SAK CONSTRUCTION, LLC
864 Hoff Road
O'Fallon, MO 63366
Attn: Jerome Shaw

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

15.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

15.15 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

15.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

15.17 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

15.18 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

15.19 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

15.20 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

15.21 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

15.22 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same

Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

15.23 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

CITY OF LEE'S SUMMIT

Mark Dunning, City Manager Date

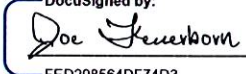
ATTEST:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Edward Rucker, Chief Counsel of Management and Operations

SAK CONSTRUCTION, LLC

DocuSigned by:
By  _____
FED298564DF7403...

Print Name Joe Feuerborn

Title VP, GM CIPP

EXHIBIT A
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
SAK CONSTRUCTION, LLC
CONTRACTOR'S PROPOSAL

See following pages.



National Headquarters
864 Hoff Road
O'Fallon, MO 63366
636.385.1000 *tel*
636.385.1100 *fax*
www.sakon.com

February 21, 2023

City of Lee's Summit
Procurement and Contract Services
220 SE Green Street
Lee's Summit, MO 64063

Re: Request for Proposal, Corrugated Metal Pipe (CMP) Rehab Using Trenchless Technology and Related Products and Services, RFP No. 2023-028

On behalf of SAK Construction, I am pleased to submit this Statement of Qualifications (SOQ) for the above referenced RFP.

This SOQ will demonstrate SAK's significant experience and resources available to successfully complete the above referenced project. SAK is submitting one electronic SOQ per the RFP instructions.

Enclosed you will find the responses to items provided in the RFP instructions, which are listed below:

1. Vendor Information Form, with signature by a person authorized to bind the Firm
2. Form 1 Proposer Profile
3. Form 2 Key Outside Consultants/Subcontractors
4. Form 3 Experience/References
5. Form 4 Resumes of Key Personnel and Certifications
6. Project Approach Narrative
7. Fee Proposal
8. Acknowledgment page, with a signature, for any Addendum(s) received

SAK is prepared to approach this project in the same professional and reliable manner as they do on all projects. This includes extensive planning, equipment, and materials procurement, as well as careful execution of the work utilizing personnel that are highly experienced and knowledgeable in the trenchless pipeline rehabilitation industry.

Please do not hesitate to contact us at your earliest convenience with any questions you may have regarding this SOQ.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jerome P. Shaw, Jr.", is written over a light blue circular background.

Jerome Shaw, Jr.
President



VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

SAK Construction, LLC
FIRM SUBMITTING PROPOSAL

20-4193988
FEDERAL TAX ID NUMBER

Jerome Shaw, Jr., President
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

864 Hoff Road
ADDRESS

636.385.1000 636.385.1100
TELEPHONE FAX #

O'Fallon MO 63366
CITY STATE ZIP

February 21, 2022
DATE

www.sakcon.com
WEB SITE

bidcippc@sakcon.com
E-MAIL ADDRESS

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s)):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Missouri Service Disabled Veteran Business Enterprise pursuant to Section 34.074, RSMo

Has the Firm been certified by any jurisdiction in Missouri as a minority or woman-owned business enterprise?
If yes, please provide details and documentation of the certification.



FORM NO. 1: PROPOSER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address: SAK Construction, LLC, 864 Hoff Road, O'Fallon, MO 63366

1a. Provider /Firm is: National Regional Local

1b. Year Provider/Firm Established: 2006

Years of Experience providing RFP identified services/project for municipalities: 17

Year of Experience conducting requested services 17

1c. Licensed to do business in the State of Missouri: Yes No

1d. Principal contact information: Name, title, telephone number and email address:
Cary Shaw, Business Development Leader, 636.233.9621, cashaw@sakon.com

1e. Address of office to perform work, if different from Item No. 1:
6852 Stadium Drive, Kansas City, MO 64129

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided: Cured-In-Place Pipe (CIPP); Spray-Applied Structural Geopolymer; Closed-Circuit Television Inspection; Pipe Cleaning Services; Spiral Wound Pipe Liners (Priced on case-by-case basis) and Pipe Slip-Lining (Priced on case-by-case basis).

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
Please see attachment Form 2 Key Outside Consultants/Subcontractors for this information.

3a. Has this Joint Venture previously worked together? Yes N/A No



FORM NO. 2: KEY OUTSIDE CONSULANTS/SUBCONTRACTORS

Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1

Name & Address

SheDigs It, LLC

600 SE Central Drive, Blue Springs, MO 64014

Specialty/Role with this Project:

Clean/CCTV, Point Repairs, Excavation and Restoration

Worked with Lead Firm Before: Yes No

Year Firm Established: 2011

Years of Experience providing requested services 12 years

Complete Form 4 for all key personnel assigned to this project for this sub-consultant. Please see section labeled Form 4 for the requested forms.

SUB-CONSULTANT #2

Name & Address

Midwest Drain & Sewer

1066 NW 602 Road, Chilhowee, MO 64733

Specialty / Role with this Project:

Clean/CCTV

Worked with Lead Firm Before: Yes No

Year Firm Established: 2011

Years of Experience providing requested services 12 years

Complete Form 4 for all key personnel assigned to this project for this sub-consultant. Please see section labeled Form 4 for the requested forms.

SUB-CONSULTANT #3

Name & Address

KC Underground

12418 W 62nd Terrace, Shawnee, KS 66216

Specialty / Role with this Project:

Clean/CCTV, Point Repairs, Excavation and Restoration

Worked with Lead Firm Before: Yes No

Year Firm Established: 2019

Years of Experience providing requested services 4 years

Complete Form 4 for all key personnel assigned to this project for this sub-consultant. Please see section labeled Form 4 for the requested forms.



FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: Sanitary Sewer Rehab Services using Geokrete Geopolymer, Work Order # 43101-05

Completion Date (Actual or Estimated): 4/30/2020

Project Owners Name & Address: City of St. Joseph, 1100 Frederick Ave., St. Joseph, MO 64501

Project Owner's Contact Person, Title & Telephone Number: Jake Fisher, 816.271.5321

Estimated Cost (in Thousands) for Entire Project: \$1,478,540.68

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$965,469.04

Scope of Entire Project: (Please give quantitative indications wherever possible). Rehabilitation of 965 lf of 96" diameter using Geopolymer.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible). SAK used Geopolymer to rehabilitate 965 lf of 96-inch diameter sanitary sewer.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Cory Street - Project Manager and Gary Wilkins - Superintendent



FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: Sanitary Sewer Rehab Services using Geokrete Geopolymer, Work Order # 43101-06

Completion Date (Actual or Estimated): 5/5/2020

Project Owners Name & Address: City of St. Joseph, 1100 Frederick Ave., St. Joseph, MO 64501

Project Owner's Contact Person, Title & Telephone Number: Jake Fisher, 816.271.5321

Estimated Cost (in Thousands) for Entire Project: \$1,193,589.25

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$530,641.61

Scope of Entire Project: (Please give quantitative indications wherever possible). Rehabilitation of 390 lf of 115" equivalent diameter using Geopolymer.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

SAK used Geopolymer to rehabilitate 390 lf of 115-inch equivalent diameter sanitary sewer.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Cory Street - Project Manager and Gary Wilkins - Superintendent



FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: 13th St. to Buchanan 60" x 108"

Completion Date (Actual or Estimated): 5/20/2022

Project Owners Name & Address: City of St. Joseph, 1100 Frederick Ave., St. Joseph, MO 64501

Project Owner's Contact Person, Title & Telephone Number: Jake Fisher, 816.271.5321

Estimated Cost (in Thousands) for Entire Project: \$2,845,149.75

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$2,845,149.75

Scope of Entire Project: (Please give quantitative indications wherever possible). Rehabilitation of 3450 lf of 60" & 78" diameter using Geopolymer.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible). SAK used Geopolymer to rehabilitate 3450 lf of 60" & 78" diameter sanitary sewer.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Cory Street - Project Manager and Gary Wilkins - Superintendent



FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: USACE, W912P919D0009, Harlem Baden Package 8

Completion Date (Actual or Estimated): 3/12/2022

Project Owners Name & Address: US Army Corps of Engineers, 1222 Spruce Street, St. Louis, MO 63103

Project Owner's Contact Person, Title & Telephone Number: Eric Piel, 314.331.8320

Estimated Cost (in Thousands) for Entire Project: \$9,960,348.57

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ 7,713,930.52

Scope of Entire Project: (Please give quantitative indications wherever possible). Rehabilitation of 4,720 lf of 5' to 12' horseshoe shaped sewers with Geopolymer.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

SAK used Geopolymer to rehabilitate 4,720 lf of horseshoe shaped sewers ranging from 5' to 12' diameter sanitary sewer.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Cory Street - Project Manager and Gary Wilkins - Superintendent



FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: 9th Street Sewer Rehabilitation

Completion Date (Actual or Estimated): 9/4/2020

Project Owners Name & Address: Sub to Bowen Engineering Corporation, 8802 North Meridian St., Indianapolis, IN 46260

Project Owner's Contact Person, Title & Telephone Number: Jake Weber, 317.646.2064

Estimated Cost (in Thousands) for Entire Project: \$760,000.00

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$760,000.00

Scope of Entire Project: (Please give quantitative indications wherever possible).

Rehabilitation of 628 lf of Geopolymer for sewers ranging in size from 60" - 84" diameter arch shaped.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

SAK used Geopolymer to rehabilitate 628 lf of 60-inch to 84-inch diameter arch shaped sanitary sewers.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Cory Street - Project Manager and Gary Wilkins - Superintendent



FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: 19PW11, Newport at Yeatman Box Culvert

Completion Date (Actual or Estimated): 8/1/2021

Project Owners Name & Address: City of Webster Groves, 4 E Lockwood Ave., Webster Groves, MO 63119

Project Owner's Contact Person, Title & Telephone Number: Todd Rehg, 314.963.5312

Estimated Cost (in Thousands) for Entire Project: \$107,350.00

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$88,440.00

Scope of Entire Project: (Please give quantitative indications wherever possible).

Rehabilitation of 75 lf of Geopolymer for 66-inch diameter sanitary sewer.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

SAK used Geopolymer to rehabilitate 75 lf of 66-inch diameter sanitary sewers.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Cory Street - Project Manager and Gary Wilkins - Superintendent



FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City Wide FY 2022

Completion Date (Actual or Estimated): 10/21/2022

Project Owners Name & Address: City of Kansas City, 4800 E. 63rd Street, Kansas City, MO 64130

Project Owner's Contact Person, Title & Telephone Number: Paul South, 816.513.0263

Estimated Cost (in Thousands) for Entire Project: \$8,499,999.98

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$5,856,304.56

Scope of Entire Project: (Please give quantitative indications wherever possible). See below

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible). SAK used CIPP and Geopolymer to rehabilitation 39,167 lf of sewer lines varying in size ranging from 8" to 72". Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Brent Adams - Project Manager and Danny Brown - Superintendent

Project consisted of the rehabilitation of 38,247 lf of sewer lines varying in size ranging from 8-inch to 66-inch in diameter utilizing the CIPP method. Project also consisted of the rehabilitation of 920 lf of 72" diameter sewer lines utilizing Geopolymer installation. Project also consisted of manhole rehabilitation, point repairs, bypass, traffic control, and cleaning and CCTV inspection.



FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: 2021 Stormwater Pipe

Completion Date (Actual or Estimated): 10/6/2022

Project Owners Name & Address: Sub to Infrastructure Solutions, LLC, 9801 Renner Blvd., Suite 300, Lenexa, KS
66219

Project Owner's Contact Person, Title & Telephone Number: Cynthia Moeller-Krass, 913.742.6236

Estimated Cost (in Thousands) for Entire Project: \$414,350.25

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$388,695.50

Scope of Entire Project: (Please give quantitative indications wherever possible).

Project consisted of the rehabilitation of 5,060 lf of sewer lines varying in size ranging from 12" to 30" in diameter utilizing the CIPP method.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).
SAK used CIPP to rehabilitate 5,060 lf of sewer lines varying in size ranging from 12" to 30" in diameter.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Brent Adams/Zack Ericson- Project Manager and Danny Brown - Superintendent



FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: 153-025, 2021 Indian Hills CIPP Project

Completion Date (Actual or Estimated): 11/24/2021

Project Owners Name & Address: City of Riverside, 2950 NW Vivion Road, Riverside, MO 64150

Project Owner's Contact Person, Title & Telephone Number: Travis Hoover, 816.769.1601

Estimated Cost (in Thousands) for Entire Project: \$ 106,750.42

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ 101,450.42

Scope of Entire Project: (Please give quantitative indications wherever possible).

Project consisted of the rehabilitation of 325 lf of sewer lines varying in size ranging from 21" to 42" in diameter utilizing the CIPP method.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

SAK used CIPP to rehabilitate 325 lf of sewer lines varying in size ranging from 21" to 42" in diameter.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Brent Adams - Project Manager and Danny Brown - Superintendent



FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: 2021 Pipe Lining Project 90058

Completion Date (Actual or Estimated): 10/6/2022

Project Owners Name & Address: City of Lenexa, 17101 W 87th Street, Lenexa, KS 66219

Project Owner's Contact Person, Title & Telephone Number: Tom Jacobs, 913.477.7644

Estimated Cost (in Thousands) for Entire Project: \$473,633.25

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$453,257.49

Scope of Entire Project: (Please give quantitative indications wherever possible).

Project consisted of the rehabilitation of 4,403 lf of sewer lines varying in size ranging from 15" to 24" in diameter utilizing the CIPP method.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

SAK used CIPP to rehabilitate 4,403 lf of sewer lines varying in size ranging from 15" to 24" in diameter.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Brent Adams/Zack Ericson- Project Manager and Danny Brown - Superintendent



FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Brent Adams, Senior Project Manager
- b. Project Assignment: Lee's Summit RFP
- c. Name of Service Provider/Firm with which associated: SAK Construction, LLC
- d. Years Experience: 14 years
With this service provider/firm 5 other service providers/firms 9
- e. Education: Degree(s)/Year/Specialization: Bachelor of Business Administration - University of Oklahoma, Norman, OK (2004)
- f. Current Registration(s): AWWA Member, OSHA 10 Hour Certified
- g. Other Experience & Qualifications relevant to the proposed project:
Since joining SAK, Brent has managed numerous small, medium, and large diameter CIPP rehabilitation projects. These projects have consisted of over 700,000 linear feet of CIPP.



FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Cory Street, Senior Project Manager
- b. Project Assignment: GeoKrete Senior Project Manager
- c. Name of Service Provider/Firm with which associated: SAK Construction, LLC
- d. Years Experience: 18 years
With this service provider/firm 15 other service providers/firms 3
- e. Education: Degree(s)/Year/Specialization: Bachelor of Science in Construction Management, Arizona State University, Ira A Fulton School of Engineering
- f. Current Registration(s): OSHA 10 Hour Certified, First Aid/CPR Certified, Confined Space Certified
- g. Other Experience & Qualifications relevant to the proposed project:
Cory has been the Project Manager for various types of trenchless rehabilitation projects, he has managed CIPP, GeoKrete, and SPR projects throughout his career. He has managed projects of all shapes and sizes in the trenchless pipeline rehabilitation industry and is able to handle some of the most complex projects.



FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Danny Brown, Superintendent
- b. Project Assignment: CIPP Superintendent
- c. Name of Service Provider/Firm with which associated: SAK Construction, LLC
- d. Years Experience: 22 years
With this service provider/firm 15 other service providers/firms 7
- e. Education: Degree(s)/Year/Specialization: N/A
- f. Current Registration(s): OSHA 10 Hour Certified, Class B CDL, First Aid/CPR Certified, Confined Space Certified
- g. Other Experience & Qualifications relevant to the proposed project:
Danny has been in the trenchless pipeline rehabilitation industry for 22 years, throughout that time he has worked on small, medium, and large diameter CIPP projects. In the last 15 years, Danny has helped his crews put in over 2,000,000 linear feet of CIPP.



FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Gary Wilkins, Superintendent
- b. Project Assignment: GeoKrete Superintendent
- c. Name of Service Provider/Firm with which associated: SAK Construction, LLC
- d. Years Experience: 17 years
With this service provider/firm 12 other service providers/firms 5
- e. Education: Degree(s)/Year/Specialization: N/A
- f. Current Registration(s): OSHA 10 Hour Certified, First Aid/CPR Certified, Confined Space Certified, ACI Certified Shotcrete Nozzle Man
- g. Other Experience & Qualifications relevant to the proposed project:
Gary is a highly experienced Geopolymer Superintendent with over 17 years of experience in the trenchless rehabilitation and tunneling industry. Gary has managed some of the most complex projects.



FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Cary Shaw, Business Development Leader
- b. Project Assignment: Lee's Summit RFP
- c. Name of Service Provider/Firm with which associated: SAK Construction, LLC
- d. Years Experience: 13
With this service provider/firm 13 other service providers/firms 0
- e. Education: Degree(s)/Year/Specialization: Business Administration Degree, Benedictine College, Major in Accounting, 1979
- f. Current Registration(s): N/A
- g. Other Experience & Qualifications relevant to the proposed project:
Cary has extensive experience with SPR, Geopolymer and CIPP projects.



FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Tyson Rathert
- b. Project Assignment: Lee's Summit RFP
- c. Name of Service Provider/Firm with which associated: Midwest Drain & Sewer LLC
- d. Years Experience: 17
With this service provider/firm 12 other service providers/firms 5
- e. Education: Degree(s)/Year/Specialization: PACP Certification
- f. Current Registration(s): NASSCO
- g. Other Experience & Qualifications relevant to the proposed project:
CIPP preparation services



FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Chad and Danielle Maring, Owner
- b. Project Assignment: Lee Summit RFP
- c. Name of Service Provider/Firm with which associated: KC Underground Construction, LLC
- d. Years Experience: 31
With this service provider/firm 4 other service providers/firms 27
- e. Education: Degree(s)/Year/Specialization: 20
- f. Current Registration(s): WBE: KCMO, Missouri and Kansas
- g. Other Experience & Qualifications relevant to the proposed project:
CCTV, cleaning, liner prep, easement access, manhole access, restoration, heavy cleaning, manhole rehabilitation and point repairs.



FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Kristopher Johnson, Project Manager
- b. Project Assignment: Lee's Summit RFP
- c. Name of Service Provider/Firm with which associated: SheDigsIt, LLC
- d. Years Experience: 7
With this service provider/firm 2 other service providers/firms 5
- e. Education: Degree(s)/Year/Specialization: BS in Construction Management, Minor in Business Administration, University of Central Missouri, 2018
- f. Current Registration(s): 30 Hour OSHA, Trench Safety Course, CPR/First Aid Certified, In-Field Construction Experience
- g. Other Experience & Qualifications relevant to the proposed project:
15th Street Pump Station Upgrade and Sewer Separation Project: Kansas City, MO, Contract Amount: \$4,980,556
Scope of work: 8" to 24" Sanitary Sewer W/20" Jack and Bore, 15" to 30" RCP Storm Sewer, various point repairs, CIPP and Cementitious Rehab, Green Infrastructure, 5,000+ LF CCTV

West Prairie List Station: Gardner, KS, Contract Amount: \$907,192.00
Scope of work: Constuction of Lift Station for the City of Gardner W/ 6" FM Installation

I/I - Line Creek Rock Creek Areas 3 & 4: Kansas City, MO, Contract Amount: \$5,909,177
Scope of work: various number of point repairs, CIPP rehab, total line replacement, and pipe bursting to reduce infiltration, 652 each casting replacements, 21,800+ LF CCTV and cleaning of sewer mains.

FORM NO. 5: PROJECT APPROACH NARRATIVE

SAK PROJECT APPROACH

SAK Construction, LLC (SAK) has previously approached this type of project with much success by focusing on prompt and clear communication. With no defined scope of work, each “work order” will be addressed with the City of Lee’s Summit with high priority. Our Team will be led by Sr. Project Managers Brent Adams, and Cory Street who will provide our Operations, Business Development, and Estimating Groups with the information necessary to provide proposals for each work order. A proposed project schedule, and project approach including phasing, traffic control, cleaning and CCTV, rehabilitation method, design methodology, and any other site-specific access or restoration requirements, etc. will be detailed in each proposal by our Team in a timely manner. SAK, and our Subcontractors will visit each site to familiarize ourselves with the location and problem. Each problem may have a different type of rehabilitation solution. We have provided pricing for Cured-in-Place Pipe, and GeoKrete Geopolymer pipe rehabilitation solutions, as they will be the most common and most utilized for the Storm Water CMP pipe, but we can also provide Slip-lining, and Spiral-wound lining solutions on a case-by-case basis if a specific work order presents this specific need. Each work order project will present its own unique challenges. SAK will utilize our veteran Team, through strong communication, to provide a safe and cost-effective solution to fit your needs and budget.

RFP 2023-028 Corrugated Metal Pipe (CMP) Rehab Using Trenchless Technology and Related Products and Services

Q&A

What is the City looking for on the price sheet?

The Price sheet should show prices for any standard services the firm would like to offer under this contract. A linear foot price for any rehabilitation methods or other services offered, per diameter and thickness, if applicable is expected at a minimum. These prices will serve as a basis for site specific quotations once a quotation is requested by the City for a project. The contractor will be given a chance during the quotation process for each project to provide a price for site specific work such as, but not limited to, prepping the pipe for rehabilitation by grouting voids, point repairs, etc, as well as for any necessary site restoration, on an hourly, line item, or cost-plus basis for site specific work.

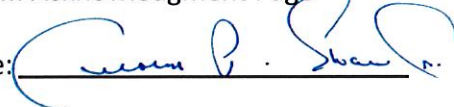
Can the City extend the opening date?

The opening date will remain unchanged. Proposals are due February 22, 2023 by 3:00 P.M. local time.

How fast of a response is the City looking for? What is meant by on-call?

This contract is not anticipated to be used for emergency repairs. On-call is a phrase used to indicate that there is no set scope of work and the contractor will be contacted for work on this contract on an as-needed basis. The contractor will be expected to give the City a construction timeline at the time of quotation. If the contractor is unable to perform the work in a timeframe acceptable to the City, then the City may pursue alternative vendors, contracts or solicitations to perform the work.

Addendum Acknowledgment Page

Signature: 

Printed Name/Title: Jerome Shaw, Jr., President

EXHIBIT B
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
SAK CONSTRUCTION, LLC
SCOPE OF WORK

City of Lee's Summit Public Works Department requests proposals from qualified contractors with the intent to enter into a Contract for Corrugated Metal Pipe (CMP) Rehab Using Trenchless Technology Rehabilitation and Related Products and Services. These jobs will be released to the contractor as needed and as funding allows. This contract may be awarded to more than one contractor to ensure resources are available when they are needed, thereby providing the promptest service possible to the community and minimizing the impact upon vendor's resources.

Techniques for trenchless technology rehabilitation may use slip-lining, cured in-place pipe, or other techniques to repair or maintain existing structures without replacing or reconstructing infrastructures. However, offerors are not limited to only providing these types of techniques or services. City of Lee's Summit Public Works Department is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the work, including rehabilitation of stormwater structures, stormwater pipes, surface restoration (paving, sidewalk, curb and gutter, etc.), necessary pipe cleaning/jetting and Closed-Circuit Television inspection.

Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers Corrugated Metal Pipe (CMP) Rehab Using Trenchless Technology Rehabilitation and Related Products and Services, each awarded Offeror may offer their complete services and/or product offerings. City of Lee's Summit Public Works Department reserves the right to accept or reject any or all balance of line items offered. Offerors are encouraged to highlight the following:

- Cured-In-Place Pipe (CIPP),
- Centrifugally Cast Concrete Pipe (CCCP)
- Spiral Wound Pipe Liners
- Pipe Slip-lining,
- Closed-Circuit Television Inspection
- Pipe Cleaning Services

For each job, the selected contractor will be provided with infrastructure location and measurements from the City's Geographical Information System (GIS) records, as well as any as-built record information available. All sites will be made available for the contractor to inspect prior to giving quote. From this information, the contractor will be expected to develop a plan of action and a quote with a not to exceed price, using the line item pricing established by this contract to rehabilitate the storm system in question.

Contractor will be required to provide alternative proposals and quotes for each project for evaluation by the City. Project specific proposals will include the contractor suggesting the most economical and feasible solution for each site. Quotes accepted by the City shall be followed by a manufacturer's certification that ensures the structural adequacy of the proposed product/technology.

After a plan of action acceptable to the City has been presented, the Contractor will be required to enter into a separate Construction Contract for each project, as exemplified in Section D. Once this project specific Construction Contract has been executed, a Purchase Order will be issued for the quoted work.

EXHIBIT C
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
SAK CONSTRUCTION, LLC
PROPOSAL FEES / COSTS
See following page(s).

Unit Price Sheet	UM	Unit Price
Pipe Cleaning Services and Closed-circuit Television Inspection		
15" - 21" Clean & TV sewer	LF	\$14.00
24" - 33" Clean & TV sewer	LF	\$24.00
36" & 42" Clean & TV sewer	LF	\$37.00
48" & 54" Clean & TV sewer	LF	\$72.00
Heavy Cleaning with Jetter Beyond 3 Passes	HR	\$500.00
Re-setup for clean & TV Inspection Due to Point Repairs/Obstructions	EA	\$420.00
Heavy Debris Removal and Disposal	TON	\$350.00
18" - 27" Post TV Inspection after Rehabilitation	LF	\$4.80
30" or Larger Post TV Inspection after Rehabilitation	LF	\$6.60
Cured-in-place Pipe (CIPP)		
18" x 9.0mm	LF	\$116.00
21" x 9.0mm	LF	\$155.00
24" x 10.5mm	LF	\$186.00
27" x 10.5mm	LF	\$219.00
30" x 12.0mm	LF	\$258.00
33" x 12.0mm	LF	\$288.00
36" x 12.0mm	LF	\$345.00
42" x 13.5mm	LF	\$403.00
48" x 15.0mm	LF	\$577.00
54" x 18.0mm	LF	\$761.00
18" Additional 1.5mm	LF	\$17.00
21" Additional 1.5mm	LF	\$23.00
24" Additional 1.5mm	LF	\$29.00
27" Additional 1.5mm	LF	\$36.00
30" Additional 1.5mm	LF	\$38.00
33" Additional 1.5mm	LF	\$45.00
36" Additional 1.5mm	LF	\$48.00
42" Additional 1.5mm	LF	\$56.00
48" Additional 1.5mm	LF	\$70.00
54" Additional 1.5mm	LF	\$84.00
Internal Reconnection of service connection by robotic cutter (Up to 24")	EA	\$360.00
Spray-applied Structural Geopolymer		
48" Storm Pipe - QLS Rehabilitation - 1" Thickness	LF	\$559.00
54" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	LF	\$656.00
60" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	LF	\$794.00
66" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	LF	\$987.00
72" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	LF	\$1,173.00
Each Additional .5" Thickness	SF	\$17.00
Reinforcement with C-Grid	SF	\$21.00
Internal Reconnection of service connection by man-entry (>24")	EA	\$500.00
NOTES:		
Mobilization will be priced per Work Order (if needed), and will not exceed 5% of Total Work Order Value.		
CIPP over 54" diameter will be priced on an individual quote basis.		
Cone Pulls, Structure Modifications, etc. needed to install CIPP will be priced on a case-by-case basis or performed by others.		
Special Access, Clearing and Grubbing, and Restoration will be priced per Work Order (if Needed).		
Performance and Payment Bonds are a pass-through cost (typically 1.5% of Total Work Order Value).		
Invert and Joint Repairs, Infiltration Stopping, and other preparatory grouting will be priced on a case-by-case basis.		
Subcontractors and Rentals, cost plus 15% markup.		
Bypass/Dewatering will be priced per Work Order (If Needed).		
Spiral Wound Pipe Liners will be priced on a case-by-case basis.		
Pipe Slip-lining will be priced on a case-by-case basis.		