

**SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
PROSHOT CONCRETE, INC.**

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 Proshot Concrete, Inc. (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.

Exhibit B

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

Exhibit B

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 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: Proshot Concrete, Inc.
4158 Musgrove Drive
Florence, AL 35631
Attn: Anthony McDougle

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.

Exhibit B

- 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

[INSERT CONTRACTOR'S NAME]

By 

Print Name Anthony McDougale

Title President



EXHIBIT A
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
PROSHOT CONCRETE, INC.
CONTRACTOR'S PROPOSAL

See following pages.



DeeDee Tschirhart
City of Lee's Summit
220 SE Green
Lee's Summit, MO 64063

February 21, 2023

RE: Solicitation 2023-023 Corrugated Metal Pipe Rehab Using Trenchless Technology and Related Products and Services

Ms. Tschirhart,

We are pleased to provide you the requested information pertaining to the corrugated metal pipe rehab using trenchless technology and related products and services for the City of Lee's Summit Missouri.

Proshot Concrete, Inc considers themselves qualified to perform the work listed in the Solicitation 2023-023 and appreciates the opportunity to submit our proposal to you.

Proshot Concrete, Inc qualifies as a Small Business entity under the NAICS Code 237110 Water and Sewer Line and Related Structures with an average yearly revenue for the past five years of 20 million dollars per year.

Proshot Concrete, Inc. conducts culvert repairs all over the country, and in fact, we have several maintenance contracts for storm drains, pipe lining repairs, and shotcrete restorative services with such agencies as the Ohio Department of Transportation, the Alabama Department of Transportation, the Georgia Department of Transportation, as well as several counties and cities in the states of Maryland, Tennessee, and Georgia. We also hold qualifications with several entities in over 30 states. (See the attached qualification listing)

With our culvert repair method, a reinforced high-strength structural shotcrete liner would be installed in the CMP. Our work includes water diversion (using an internal flume system), the installation of reinforcing (typically welded wire) and applying a high strength > 5,000 psi compressive strength shotcrete/concrete liner to the invert or full-circumference (filling the corrugations and typically 2" – 3" thick over the tops of the corrugations).

We are sure you will find the shotcrete repair method extremely cost efficient and environmentally friendly. Our trenchless solution requires no major disruption to traffic or businesses because no excavating or trenching is performed.

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 – 5946
WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



Our corporate office is located in Florence, Alabama with satellite offices in Virginia Beach, VA (Albert Pugliese) and Orlando, FL (Bill Morris). All work in the Midwest is handled by our corporate office in Florence Alabama under the direction of Tony McDougle, President and Craig Carson Project Manager.

We currently have 15 crews, which consists of 8 to 10 men per crew. Each crew includes a superintendent and foreman. We also have on staff 20-ACI CP certified nozzlemen. In addition, this type of work is typically categorized as "confined space entry", all men have their 'confined space entry' certification. (Resumes and nozzlemen certifications are attached as well as key personnel listing)

We own all of our equipment which consists of compressors, gunite rigs, shotcrete pumps, generators, chipping hammers, water wagon, scaffolding, etc. We also have our own flatbed truck, which typically delivers the equipment to projects. (Equipment listing attached).

Upon review of the submitted documentation, we are sure you will find Proshot Concrete, Inc. is not only interested in performing the work outlined in this solicitation, but is also a qualified, capable construction contractor with a cost efficient and environmentally friendly repair process.

Respectfully submitted,
Proshot Concrete, Inc

Anthony McDougle
President



P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946
WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

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.

Proshot Concrete, Inc

20-5269497

FIRM SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

Anthony McDougle, President

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

4158 Musgrove Drive

256-764-5941

256-764-5946

ADDRESS

TELEPHONE

FAX #

Florence AL 35630

February 21, 2023

CITY STATE ZIP

DATE

www.proshotconcrete.com

cdill@proshotconcrete.com

WEB SITE

E-MAIL ADDRESS

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

- ☐ 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. No

FORM NO. 1: PROPOSER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address: Proshot Concrete, Inc
4158 Musgrove Drive
1a. Provider /Firm is: ☒ National ☐ Regional ☐ Local Florence, AL 35630

1b. Year Provider/Firm Established: 2006

Years of Experience providing RFP identified services/project for municipalities: 16 years
Year of Experience conducting requested services 16 Years

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

1d. Principal contact information: Name, title, telephone number and email address:
Anthony McDougale, President 256-764-5941 cdill@proshotconcrete.com

1e. Address of office to perform work, if different from Item No. 1:
Same as address in Item No. 1

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: Each crews contains 8-10 members

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: N/A

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

FORM NO. 2: KEY OUTSIDE CONSULTANTS/SUBCONTRACTORS

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

Proshot Concrete, Inc intends to self-perform all the work associated with this contract.

SUB-CONSULTANT #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: ☐ Yes ☐ No

Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ☐ Yes ☐ No

Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ☐ Yes ☐ No

Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

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:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

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

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

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

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

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

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

CMP References

Completion Date	Project Name	Location	Owner	Amount	Contact
2022	Shotcrete Restorative Services	Rockdale County Georgia	Rockdale County GA 962 Milstead Avenue	\$ 1,055,830.00	Terrence Simpkins 770-278-7122
	Stormwater Projects		Conyers, GA		terrence.simpkins@rockdalecountyga.gov
	Yearly Maintenance Contract				
2022	Storm Drain Repairs	Carroll County Maryland	Carroll County 225 N. Center Street	\$ 335,000.00	Sonny CHO (410) 386-2149
	Yearly Maintenance Contract		Westminister, MD 21157		scho@carrollcountymd.gov
2022	Storm Drain Gunite Repair	Harford County Maryland	Harford County Public Works 212 S. Broad Street	\$ 390,000.00	Naveed Shah (410) 638-4104
	Yearly Maintenance Contract		Bel Air, MD 21014		nshah@harfordcountymd.gov
2022	Culvert Rehabilitation	Silver Springs Maryland	D&F Construction	\$ 740,000.00	Mark Brosnan 240-674-8977
					mbrosnan@dfcci.net
2022	Culvert Repair	Kennesaw, Georgia	City of Kennesaw 2529 J.O. Stephenson Avenue	\$ 455,000.00	Grey Won 770-421-8582
	Wren Way and Lullwater		Kennesaw, GA 30144		gwon@kennesaw-ga.gov
2022	Culvert Repair Throughout	Anne Arundel County Maryland	Stroecker, Inc 1595 Skinners Turn Road	\$ 305,870.00	Jimmy Stroecker 410-257-9136
	Anne Arundel County Maryland		Owning, MD 20736		
2022	Shotcrete Restorative Services	DeKalb County GA	DeKalb County Public Works 1300 Commerce Drive	\$ 782,900.00	Melvin Robinson Operations Manager 404-297-2568
	Stormwater Projects		Decatur, GA 30030		mbrobinson@dekalbcountyga.gov

CMP References

<u>Completion Date</u>	<u>Project Name</u>	<u>Location</u>	<u>Owner</u>	<u>Amount</u>	<u>Contact</u>
2022	Culvert Repair	Jackson Tennessee	County Hospital 620 Skyline Drive Jackson, TN 38301	\$ 389,975.00	Robbie Smith 731-541-6009 robby.smith@wth.org
2022	Culvert Repair	York South Carolina	GGC Grading 224 Currence Road Clover, SC 29710	\$ 785,240.00	Angie Chepke 704-991-6465 ggcgrading@gmail.com
2022	Culvert Rehabilitation	City of Phenix City Alabama	City of Phenix City 1206 7th Avenue Phenix City, AL	\$ 403,488.00	Michael Pattillo 334-448-2766 mpattillo@phenixcityal.us

Proshot Concrete, Inc.
Qualification Listing

<u>County or State</u>	<u>Exp Date</u>	<u>Name</u>
Alabama	04/30/23	DOT Certificate License 16-069 - 46,422,060
Alabama	05/31/23	General Contractors License # 42042 Unlimited
Arkansas	5/31/2023	General Contractor License # 0321070518 - Unlimited ID # 38311
Baltimore County, Maryland	01/31/24	Prequalification Certificate # 19-01-006 - 20,000,000
Carroll County, Maryland	01/06/24	Prequalification Certificate # 16-058 - 20,000,000
City of Columbus, Ohio	08/31/24	Construction Prequalified Responsible Certificate
Colorado	04/30/23	DOT Certificate ID # 1607 Limit 12,000,000
Columbus, Ohio	08/31/23	General Contractor License # G00958 - Unlimited
Columbus, Ohio	12/31/23	Sewer/Water Contractor License # SW00390 - Unlimited
Connecticut	03/31/23	General Business License # 0932171 - Unlimited
Cook County, IL	11/30/2023	General Contractor License # 041341 - Unlimited
Delaware	12/31/23	General Business License # 2009604663 - Unlimited
Florida	04/30/23	Certificate of Qualification DOT - 126,000,000
Florida	08/31/23	General Contractor License # CGC022040- David Federer - Unlimited
Georgia	04/30/23	Utility Contractor License # UC301715 - Unlimited
Georgia	04/30/23	Utility Manager License # UM001361- David Federer - Unlimited
Georgia	02/28/23	Certificate of Qualification - DOT # 2PR670 - 34,700,000
Harford County, Maryland	03/31/23	Prequalification Certificate - 20,000,000
Illinois	4/30/2023	DOT Certificate of Eligibility # 560C - \$40,958,000
Indiana	04/30/23	Certificate of Qualification - DOT - 28,728,000
Indiana	05/15/23	Certificate of Qualification - Public Works Projects - Unlimited
Indianapolis, IN	12/31/2023	General Contractor License # C8300300 - Unlimited
Iowa	04/26/23	Contractors License ID # C100715 - Unlimited
Iowa	06/30/23	Certificate of Qualification - DOT Vendor # PR306 - 28,374,918
Kansas	09/30/23	Prequalification Certificate DOT # 1475 - 39,700,000
Kentucky	03/31/23	Transportation Cabinet Certificate # 03011 - 28,661,391
Maine	No Exp Date	DOT Vendor # VS0000006613
Maryland	04/30/23	General Contractor License # 03119833 - Unlimited
Mass	09/30/23	DOT Certificate P183-2 Limited
Metro St Louis Sewer District	9/1/2023	Certificate - Unlimited
Michigan	05/15/23	General Business License # 60152D - Unlimited
Michigan	4/30/2023	Prequalification Certificate DOT # 07396 - 28,727,000
Mississippi	01/14/24	Certificate of Responsibility # 15949-SC - Unlimited
Missouri	2/28/2023	DOT Certificate # 0012911 - Unlimited
Nebraska		
New Hampshire	3/31/2023	DOT Certificate - project by project basis
New Jersey	06/30/23	Prequalification Certificate DOT # P7569 - 10,000,000
New Jersey	3/24/2023	Public Works Contractors License # 669629
New Jersey Turnpike Auth.	10/31/2023	Prequalification - Concrete Maintenance - 3,500,000
New York	02/28/23	General Business License # 3626159 - Unlimited
North Carolina	12/31/23	General Contracting License # 69525 - Unlimited
North Carolina	03/31/23	Prequalification Certificate DOT - Bidder/PO Prime and Sub
Ohio	05/31/23	Certificate of Qualification - DOT # 16379 - 57,222,600
Oklahoma	4/30/2023	DOT Certificate 8,350,475.68
Pennsylvania	06/30/23	Prequalification Certificate - DOT # 004550 - 13,322,670
Pinellas County, Florida	09/23/23	Prequalification Certificate - 12,000,000
South Carolina	10/31/23	General Contractor License # G116451 - Unlimited
South Carolina	04/30/23	Prequalification Certificate DOT # 1PR049 - Unlimited
South FL Water Mgt District	3/21/2023	SBE Vendor # 115945 General Contracting
Tennessee	03/31/23	Contractors License ID # 00058959 - Unlimited
Tennessee DOT	03/31/23	Prequalification Certificate - Unlimited
Texas	03/31/23	Prequalification Certificate DOT # 15235 - 80,365,000
Vermont	05/01/23	Agency of Transportation
Virginia	08/31/23	Certificate of Qualification - DOT Vendor # P936 - Unlimited
Virginia	11/30/23	Class A Contractors License # 2705 109954A - Unlimited
Washington, DC	03/31/23	Business License # 410515000370
WSSC, MD	12/15/2023	Washington Suburban Sanitary Commission - Unlimited

Description	Serial NO.	Description	Serial NO.
Portable Compressor HP375 Ingersoll Rand	SN 3750114UHQ59	Ford F-450-1995	1FDLF47F0TEA18675
Open Channel Flowmeter Pprtable Area Velocity	SN 43522	Ford F-350-2004 Dump Body	1FDWX36P34EC70341
Open Channel Flowmeter Pprtable Area Velocity	SN 43523	Ford F-450-2004 Dump Body	1FDXW46PX4EC70530
LR200 Shotcrete Repair Rig	SN 261	Ford F-450-2003	1FDXW46F73EA10026
Chevy R3500 Dump Truck 1990	1 GDHR33J7LF700027	Ford F-800 STETCO-1997	1FDXK84A7LA39374
2005 Freightliner CL 120645	120645	Ford LN 8000-1994	1FDXR8E2RVA04798
Hallmark Trailer	UNKNOWN	F-450 2004	70530
Generator Terex 25SQ 19.29 KVA 2004	30679059	F-350 2004	70341
Gen 2 Power Unit	8052	Ford F-450-1997	1FDLF47F7VEA06140
Trash pump 4' 800GPM	80270	Grand Cherokee 2001	1J4GX485X1C605869
Gorman Rupp Pump	8791449	Ingersoll Rand XP825 Air Compressor	139516
Allentown Picolla Rotary Gunite Rig	180	Ingersoll Rand XP825 Air Compressor	152919
Compressor 185 Sullair	2.00808E+11	Compressor 185CFM	38833OUFR820
Compressor 375 Sullair	2.00808E+11	Compressor 375CFM	187210
Reed Gunite Machine	UNKNOWN	Compressor 750CFM	255842UDF710
Warrior Shotcrete Pump	1780708	Compressor 750CFM	212229U482
Allentown Accelerator Pump	UNKNOWN	Ingersoll Rand Air Compressor MDL P375WCU	260211
Warrior Shotcrete Pump	1700907	Ingersoll Rand Air Compressor MDL P375WCU	254990
Used JCB Skidsteer	UNKNOWN	Ingersoll Rand Air Compressor MDL XP-750WCU	189704U7482
Compressor 375	4FVCCBBA67U377752	Ingersoll Rand Air Compressor MDL XP-750WCU	167402U88482
Compressor 185	4FVCBBAA4743A8639	Misc Chipping Hammers & Pavement Breakers	UNKNOWN
Compressor 185	173016U88329	Misc Cement Fund Parts	UNKNOWN
Camera System	UNKNOWN	Misc Air Movers	UNKNOWN
Pace Trailer	4FPUB16234G084543	Misc Tools & Equipment	UNKNOWN
Forklift	UNKNOWN	Misc Employee Tools	UNKNOWN
Backhoe	SLPZ10ASWE0762456	Misc Heaters & Hoses	UNKNOWN
5 Tool Trailers	UNKNOWN	Concrete Pump- Schwing	171100051
GW Equipment Trailer	UNKNOWN	Concrete Pump- Schwing	171100052
Ford LST 9000-1997	UNKNOWN	Sykes GP 200 Pump	384102934
Ford F-250-2000	1FTYY96W4VVA09371	Sykes GP 200 Pump MDL 566B	368275
Concrete Pump- Schwing	1FTNX20F3YEC89861	Ingersoll Rand Portable Generator MDL E20WJD	215804
ACME A6H Hydraulic Pump	1710004042	Ingersoll Rand Generator MDL 50KW	191206
Concrete Pump- Schwing BPA750 D-15R	3700143	Ingersoll Rand Air Compressor MDL XP825	N/A
Concrete Pump- Schwing BPA750 D-15R	171012013	Case 1840 Uniloaders	JAF01336559
Concrete Pump 1000 X-HP	171012010	Ingersoll Rand Air Compressor MDL XP-750WCU	255842
Concrete Pump 1000 X-HP	171100104	Ingersoll Rand Air Compressor MDL XP-750WCU	255833
Allentown R900 Gunite Rig	171100103	Ingersoll Rand Air Compressor, P375WCU	254950
Allentown R900 Gunite Rig	4402	Kobelco Hydraulic Excavator MDL SK120LC-3	YPU0727
Ingersoll Rand XP825 Air Compressor	4446	2 - Schwing Pumps BPA750 D-15R \$46,350 EACH	171012013 171012010
Ingersoll Rand XP825 Air Compressor	139516	Ingersoll Rand Air Compressor, P375WCU	260211
Ingersoll Rand P375 A/C	152919	Compressor, 185CFM	233567
	183516		

Description	Serial NO.	Description	Serial NO.
Ingersoll Rand P135 A/C	185950	Compressor, 375CFM	187210
Ingersoll Rand P185 A/C	173016	Compressor, 750CFM	138516
Schwing Concrete Pump	1710004042	Compressor, 750CFM	159704
Butterworth Liqua Blaster	2810	National Crane	25084
ACME A6H Hydraulic Pump	3700143	John Deer Bulldozer	N/A
Sykes GP200 Pump	384102934	Concrete Pump-Schwing	171100051
Sykes GP200 Pump, MDL.5568	268275	Concrete Pump-Schwing	171100052
National Crane Mounted on Ford 800D Truck	1942988	Skiloaders - GEHL	11193
Allentown R900 Gunite Rig	4402	Amida Generator.25KW	960636009
Allentown R900 Gunite Rig	4446	Amida Generator.25KW	9606 37165
Ingersoll Rand Generator.MDL 20KW	183006	Schwing 1000X-HP Concrete Pump	171160061
Amida Generator.MDL G15	30106	Ingersoll Rand 30KW Generator	271469
Misc Chipping Hammers & Pavement Breakers	To Many	Godwin Heidra HS150 Pump	934395-2
Misc Cement Fund Parts	N/A	Multiquip 15KW Generator	5161531
Misc Generators	To Many	Multiquip Generator, MDL DCAI 56PX3	5151933
Misc Air Movers	To Many	Multiquip Generator, MDL DCAI 56PX3	5151934
Misc Tools & Equipment	To Many	Multiquip Generator, MDL DCAI 56PX3	DCA-1055
Misc Employee Tools	To Many	10,000 PSI Cumming TRCOR Washer/Liquid Blaster	UNKNOWN
Ingersoll Rand Air Compressor,MDL.P750WCU	212229	12' by 30' Steel Barge Powered by 2 Motors	UNKNOWN
Godwin CDM 6 DRI-PRIME Pump with John Deere Diesel Engine	981402513	Allentown Magnum Pump	51620203
Godwin CDM 6 DRI-PRIME Pump with John Deere Diesel Engine	98114731-65	4 - Gardner & Denner Grout Pumps	FGAGA
Godwin CDM 4" DRI-PRIME Pump with John Deere Diesel Engine	971092111	2 - Rotor Grout Pumps	CG500
Godwin CDM 4" DRI-PRIME Pump with John Deere Diesel Engine	981402423	Job Loader 2105	UNKNOWN
Godwin CDM 4" DRI-PRIME Pump with John Deere Diesel Engine	9710993911	Sullair 375 Portable Air Compressor	2.00808E+11
Mobile Sewer Pipe Inspection Camera	4042201298	Sullair 185 Portable Air Compressor	2.00808E+11
Komatsu Forklift	1000114A	Allentown Picolla Rotary Gunite Rig	OO180
5 - Allentown R-900 Gunite Rig	UNKNOWN	Gorman-Rupp HSP-F4L Power Unit	8791449
1 - Allentown R-450 Gunite Rig	UNKNOWN	Warrior Model 3050 Shotcrete Pump	170.09.07
12 - Allentown R-900 Gunite Rig	UNKNOWN	Warrior Model 3050 Shotcrete Pump	178.07.08
Schwing Concrete Pump, 1000 X-HP	171100104	Gorman-Rupp HSV6B31-HYD Pump	1408608
Schwing Concrete Pump, 1000 X-HP	171100103	Concrete Pump, 750 15X	17102010

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: Darrell McCravy
- b. Project Assignment: Project Manager
- c. Name of Service Provider/Firm with which associated: Proshot Concrete, Inc
- d. Years Experience:
With this service provider/firm 16 other service providers/firms 29
- e. Education: Degree(s)/Year/Specialization: See attached resume
- f. Current Registration(s): Civil Defense Safety, TVTC Safety and Confined Space, Royal Arch Confined Space Rescue Training, CUES-Underground CCTV Application Certification, Quality Control Management Army Corp of Engineers
- g. Other Experience & Qualifications relevant to the proposed project:
See attached resume



Darrell McCravy

Education: Brooks High School Graduate 1976

Employment Experience:

2006 – Present: Proshot Concrete, Inc. Florence, AL

1997-2006: Pressure Concrete, Inc. Florence, AL

1992-1997: ABHE Svoboda Co. Prior Lake, MN

1985-1992: Graciano Corp. Pittsburgh, PA

1978-1985: Pressure Concrete Construction Co. Florence, AL

The following are projects that Mr. McCravy served as competent person for the - suspended scaffold installation, fall protection program design, fall protection implantation and emergency response and retrieval

- Concrete Deck Repairs St. Georges Bridge, USCOE Chesapeake City DE, implementation of scaffold erection, fall protection implantation and emergency response and retrieval
- Main Post Army Base Elevated Concrete Water Tank, USCOE Fort Bragg, NC fall protection implantation and emergency response and retrieval
- TVA Wilson Lock and Dam, USCOE Sheffield, AL fall protection implantation and emergency response and retrieval
- Pier Shotcrete Repairs, Tampa Port Authority Tampa, FL suspended scaffold installation
- Pier Shotcrete Repairs, Charlestown Port Authority Charlestown, SC implementation of scaffold erection,
- Rock bolt Wall Stabilization I-81 Corridor Christiansburg Va. CH2MHILL (world of concrete infrastructure of year award) suspended scaffold installation
- I-70 & I-65 Monster Bridge Substructure & Carbon Fiber Repair INDOT Indianapolis, IN fall protection implantation and emergency response and retrieval
- Carmargo Road Bridge Repairs, Hamilton County, OH fall protection implantation and emergency response and retrieval
- Ithaca, NY Dam and Reservoir rehab six-mile creek watershed fall protection implantation and emergency response and retrieval
- Lake Jackson Dam consolidated concrete Manassas, VA suspended scaffold installation
- Moss Bluff Lock and Dam under lock infiltration Ocklawaha, FL fall protection implantation and emergency response and retrieval



- RCC Dam Repair/Rehabilitation Frederick Maryland fall protection implantation and emergency response and retrieval
- 60 Bridges Baltimore, MD fall protection implantation and emergency response and retrieval
- 29 Bridges Waterbury, Connecticut fall protection implantation and emergency response and retrieval
- I-275 bridge rehab FLDOT St. Petersburg, FL suspended scaffold installation
- Florida port Authority pier rehab, cathodic protection Fernandina, FL implementation of scaffold erection

CERTIFICATIONS:

- Civil Defense Safety
- TVTC Safety and Confined Space
- Royal Arch Confined Space Rescue Training
- CUES-Underground CCTV Application Certification
- 16 years as ACI certified Shotcrete Nozzleman 1982-1992, 1998-2004
- Quality Control Management Certification –Army Corp of Engineers



Albert Pugliese
308 West Farmington Road
Virginia Beach, Virginia 23454

Education:

1984-1988: Bachelor of Science, Civil Engineering Pennsylvania State University

Experience:

2006 – Present: Proshot Concrete, Inc. – Regional Project Manager

2001 – 2006: Pressure Concrete, Inc. – Regional Project Manager

1989 – 2001: Lafarge Calcium Aluminates – Sales Engineer

Quality Control Duties Material Procurement per Specs; Schedule Crews, Permit Procurement, Subcontractor Facilitator; Testing Company Liaison

Projects Involved

- Culvert Rehabilitation Howard County Maryland
- Culvert Rehabilitation Baltimore County, Maryland
- Culvert inspection for City of Havelock, NC
- Wharf Substructure Repairs, Charleston, SC
- Rehabilitation of Lake Jackson Dam, Prince William, VA
- Sewer Rehabilitation, Pittsburgh Water and Sewer Authority
- Combined Sewer Repairs, Anchor Construction
- Sewer Rehabilitation Metro St. Louis District

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946

WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

Proshot Concrete, Inc.
Personnel Experience

<u>Name</u>	<u>Title</u>	<u>Construction Experience</u>	<u>Type of Work</u>	<u>Experience with Proshot</u>	<u>Capacity</u>
Tony McDougle	President / GM	27 yrs Constr, Dvlpr	Culvert, Drainage, Sewer Rehab, Bridge Rehab	15 yrs	President, Owner
Donald Barnes	Controller	20 yrs Shotcrete Constr	Culvert, Drainage, Sewer Rehab, Bridge Rehab	15 yrs	Controller
Patrick Mooney	Senior Estimator	35 yrs Shotcrete Constr	Culvert, Drainage, Sewer Rehab, Bridge Rehab	15 yrs	All Phases, Sprvsr, Prjctr Mgr
Albert Pugliese	Regional Manager	21 yrs Shotcrete Constr	Culvert, Drainage, Sewer Rehab, Bridge Rehab	15 yrs	All Phases, Sprvsr, Prjctr Mgr
William Varis	Project Manager	19 yrs Shotcrete Constr	Culvert, Drainage, Sewer Rehab, Bridge Rehab	12 yrs	All Phases, Sprvsr, Prjctr Mgr
William Morris	Project Manager	26 yrs Shotcrete Constr	Culvert, Drainage, Sewer Rehab, Bridge Rehab	12 yrs	All Phases, Sprvsr, Prjctr Mgr
Joshua Morris	Project Manager	18 yrs Construction	Culvert, Drainage, Sewer Rehab, Bridge Rehab	4 yrs	All Phases, Sprvsr, Prjctr Mgr
Craig Carson	Project Manager	34 yrs Construction	Culvert, Drainage, Sewer Rehab, Bridge Rehab	9 yrs	All Phases, Sprvsr, Prjctr Mgr
Connie Dill	Office Manager	34 Construction	Culvert, Drainage, Sewer Rehab, Bridge Rehab	8 yrs	Office Manager
Sueae Rainey	Procurement Specials	5 Construction	Culvert, Drainage, Sewer Rehab, Bridge Rehab	1 yrs	Procurement
Pete Malone	Operations Manager	18 yrs Manager	Culvert, Drainage, Sewer Rehab, Bridge Rehab	15 yrs	Maintenance
Tom Hand	Shop Manager	19 yrs Shotcrete Mechanic	Maintenance	15 yrs	Maintenance
Daniel Wallace	Supervisor	47 yrs Shotcrete Constr	Culvert, Drainage, Sewer Rehab, Bridge Rehab	15 yrs	Superintendent
Darrell McCravy	Supervisor	22 yrs Shotcrete Constr	Culvert, Drainage, Sewer Rehab, Bridge Rehab	15 yrs	Superintendent
Ryan Gibson	Supervisor	20 yrs Shotcrete Constr	Culvert, Drainage, Sewer Rehab, Bridge Rehab	15 yrs	Superintendent
Buford Melton	Supervisor	32 yrs Shotcrete Constr	Culvert, Drainage, Sewer Rehab, Bridge Rehab	13 yrs	Superintendent
Keith England	Supervisor	28 yrs Shotcrete Constr	Culvert, Drainage, Sewer Rehab, Bridge Rehab	12 yrs	Superintendent
Wayne Bolton	Supervisor	32 yrs Shotcrete Constr	Culvert, Drainage, Sewer Rehab, Bridge Rehab	10 yrs	Superintendent
James Wooden	Supervisor	30 yrs Shotcrete Constr	Culvert, Drainage, Sewer Rehab, Bridge Rehab	10 yrs	Superintendent
Dennis Burfield	Supervisor	30 yrs Bridge Rehabilitation	Bridge Repair and Rehabilitation	3 yrs	Project Manager/Superintenden
Chad Banks	Supervisor	14 yrs Bridge Rehabilitation	Bridge Repair and Rehabilitation	9 yrs	Superintendent

FORM NO. 5: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by pre-proposal attendance, proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere
- Proposed communication process
- Brief summary of in-house trenchless rehabilitation capabilities



OUR Approach to Rehabilitating a Culvert / Storm Drain is listed below in a 'construction sequence':

Schedule:

Once the site has been reviewed and an estimate has been generated, we wait for the award process. Once awarded a schedule, whether internally or externally is generated for all parties to review. The schedule includes all tasks from mobilization to demobilization.

Roles:

There are 3 parties involved on our end:

1. Project Manager
2. Superintendent
3. Office Personnel

The role of the Project Manager is to be the liaison between the Owner, Engineer, Superintendent, and Office Personnel. He/she provides all the required documentation/submittals in conjunction with the office personnel prior to the job beginning. He/she also coordinates the needs of the superintendent onsite such as rental equipment, concrete scheduling, necessary traffic control, and the communication between all parties.

The Project Manager will typically generate the project schedule and monitor the project from start-to-finish. If required, he/she will provide the requested documentation such as:

- Narrative
- Schedule
- Job Approach
- Stream Diversion Plan
- QA/QC Plan
- Project Status
- Billing

If unforeseen issues arise, the Project Manager informs the Engineer/Inspector of the findings and recommends an approach to address the new findings. The recommendation is discussed prior to conducting to ensure all parties agree to the approach.

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946
WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



The role of the Superintendent is to ensure the job is conducted in a safe, productive, and efficient manner. He talks daily with the Project Manager to inform of all ongoings to ensure the appropriate measures are being taken. He supervises his crew to ensure their safety and to ensure the work is being conducted correctly.

The role of the Office Personnel is to assist the Project Manager in providing all required documentation and correspondence with the Owner and Engineer. They provide the certified payroll as well as any certifications that are necessary for the project.

TYPICAL JOB APPROACH will vary from job-to-job; however, the main tasks are typically required, which consist of:

1. Mobilization
2. Traffic Control
3. Staging and Access
4. Stream Diversion
5. Remove/Dispose of Debris
6. Pressure Wash
7. Seal any infiltration points using high-strength water-plug
8. Install the Reinforcing
9. Shotcrete
10. Finish/Cure
11. Testing
12. Video/CCTV
13. Clean area/Demobilize

Staging Area:

Staging of equipment and materials is sometimes necessary in dictating, which access to the culvert is most beneficial. Typically, we like to access the culvert from the downstream end when shotcreting, this way any standing Water will be pushed downstream and filtered before entering back into the stream. However, for preparation, any pipe end can be utilized.

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946
WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



Traffic Control:

Traffic Control is usually not an issue and as long as there is an 9' wide shoulder, our work can be accomplished. However, if a lane closure is required, it is typically only required at the times we are wet shotcreting and it is required for the Ready-Mix truck.

We typically, manage our own 'traffic control' unless it is a major setup involving a permanent lane-closure or a total road shutdown and a detour is required.

Stream Diversion:

Typically, the stream diversion is controlled via an internal flume system when only a single CMP/RCP/Brick culvert is being rehabilitated. When one or more parallel cells are present, the flow is diverted into an adjacent cell by the use of sandbag dams.

The 'internal flume system' consists of the use of lightweight PVC pipe being used to handle the pipe's flow. The PVC is hung above the invert to allow the necessary cleaning and debris removal prior to the final pressure washing. The internal PVC is to be large enough to handle the flow, which is directed into the PVC from the upstream end by pumps that are placed in front of a sandbag dam. This water is carried through the pipe to the downstream end (clear water to clear). In addition, a downstream sandbag dam is constructed to collect any residual water in the work-area and diverted into a filter bag, which is placed on a bed of straw and the water is filtered before entering back into the stream.

The PVC flume pipe is adjusted to allow our crew to be constantly working in the 'dry'. Once the job is complete all flume pipe, dams, filter bags, etc. are removed and the work area is returned to prior condition or better.

Cleaning:

Once the stream diversion is constructed, the cleaning process begins. This consists of debris removal and proper disposal. The smaller diameter pipes are typically cleaned by hand using 5-gallon buckets and sewer buggy's to assist in the removal. The debris is loaded onto our one-ton truck and transported to an approved disposal site.

Once the pipe is cleaned, it is pressure-washed to ensure a clean rough surface, which allows the concrete to bond well to the host structure; sometimes sandblasting may be required.

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946
WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



Reinforcing:

If reinforcing is specified, it will be installed per the specification. Typical reinforcement is galvanized welded wire or #4 reinforcing steel. The reinforcement is either secured using anchors, self-tapping screws, or welding.

Shotcrete:

Shotcrete is applied either via the 'wet' or 'dry' process. The shotcrete is applied in accordance to the ACI 506.2 Guide to Shotcrete.

The 'wet' process utilizes a local Ready-Mix supplier and the 'dry' process uses a prepackaged material. Both processes perform well and are usually dictated by the pipe size and access.

Finish/Cure:

Once the shotcrete is applied, there are a variety of surface finishes that may be requested, typically depending on the project for which one is warranted. The finishes are:

- Gunned
- Brush/Broom
- Float – usually a wooden trowel
- Trowelled – usually a metal trowel

Job Completion:

Once the job is complete, the work is cleaned and restored back to previous or better. A final walk-through is conducted with the Inspector to ensure the work is to their approval.

Testing/CCTV:

Different jobs require different testing. Some require the 'test panels' and some require the 'test cylinders'. The results are usually obtained by an independent laboratory. This laboratory is either coordinated by the Engineer or the Contractor.

Different jobs require CCTV before and after completion of the work.

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946
WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



LEE'S SUMMIT MISSOURI
RFP No. 2023-028

Proshot Concrete, Inc acknowledges it has read the question-and-answer documents for this Solicitation.

The bid date remained unchanged. No addendums were issued for this request.

Anthony McDougle, President Date 2-21-23



P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946
WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

EXHIBIT B
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
PROSHOT CONCRETE, INC.

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
PROSHOT CONCRETE, INC.
PROPOSAL FEES / COSTS
See following page(s).

ITEM NO.	Description	UNIT	QTY	Price	Total
1	Standard Mobilization	EA	1	2,500.00	2,500.00
2	Dewatering	DAY	1	2,000.00	2,000.00
3	Cleaning Pipes & Structures (Solid Debris Only)	CY	1	1,000.00	1,000.00
4	Pressure grout 3,000 PSI	CY	1	500.00	500.00
5	36" Liner 5,000 PSI w/wire mesh	LF	1	350.00	350.00
6	42" Liner, 5000 PSI w/ wire mesh	LF	1	395.00	395.00
7	48" Liner, 5000 PSI w/ wire mesh	LF	1	410.00	410.00
8	54" Liner, 5000 PSI w/ wire mesh	LF	1	440.00	440.00
9	60" Liner, 5000 PSI w/ wire mesh	LF	1	460.00	460.00
10	66" Liner, 5000 PSI w/ wire mesh	LF	1	480.00	480.00
11	72" Liner, 5000 PSI 4" thick, #4 rebar	LF	1	550.00	550.00
12	78" Liner, 5000 PSI 4" thick, #4 rebar	LF	1	590.00	590.00
13	84" Liner, 5000 PSI 4" thick, #4 rebar	LF	1	640.00	640.00
14	90" Liner, 5000 PSI 4" thick, #4 rebar	LF	1	700.00	700.00
15	94" Liner, 5000 PSI 4" thick, #4 rebar	LF	1	720.00	720.00
16	36" Pipe, Half Lined	LF	1	190.00	190.00
17	42" Pipe, Half Lined	LF	1	230.00	230.00
18	48" Pipe, Half Lined	LF	1	250.00	250.00
19	54" Pipe, Half Lined	LF	1	280.00	280.00
20	60" Pipe, Half Lined	LF	1	310.00	310.00
21	66" Pipe, Half Lined	LF	1	330.00	330.00
22	72" Pipe, Half Lined, 5000 PSI, 4" thick	LF	1	390.00	390.00
23	78" Pipe, Half Lined, 5000 PSI, 4" thick	LF	1	420.00	420.00
24	84" Pipe, Half Lined, 5000 PSI, 4" thick	LF	1	430.00	430.00
25	90" Pipe, Half Lined, 5000 PSI, 4" thick	LF	1	460.00	460.00
26	94" Pipe, Half Lined, 5000 PSI, 4" thick	LF	1	480.00	480.00
27	Preventive Maintenance & Repair	SF	1	50.00	50.00