



The City of Lee's Summit

Final Agenda

Public Works Committee

Tuesday, March 26, 2019

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

- A. Invocation
- B. Pledge of Allegiance
- C. Call to Order
- D. Roll Call
1. Approval of Agenda
2. Approval of Action Letter
 - A. [2019-2645](#) Approval of the January 29, 2019 Action Letter.
3. Public Comments
4. **Business**
 - A.. [TMP-1181](#) An Ordinance approving the award of Bid No.495 for the Lee's Summit Refueling Station to MEGA Industries Corporation in the amount of \$448,232.00, and authorizing the City Manager to enter into an agreement for the same.
Presenter: Dena Mezger, P.E., Director of Public Works
 - B. [TMP-1177](#) An Ordinance authorizing the award of Bid No. 54832272-1C for the Streambank Stabilization Projects to Tasco LLC in the amount of \$341,525.00, and authorizing the City Manager to enter into an agreement for the same.
Presenter: John Persing, Staff Engineer
 - C. [TMP-1178](#) An Ordinance awarding Bid No. 418-322-72 Hook Road Shoulders - Arthur Drive to Ward Road to J.M. Fahey Construction Company in the amount of \$1,399,234.50 and authorizing the City Manager to enter into an agreement for the same.
Presenter: Erin Ralovo, Staff Engineer
 - D. [TMP-1179](#) An Ordinance awarding Bid No. 40252086-2 for the Landfill Closure Construction to Phillips Hardy, Inc. in the amount of \$3,561,261.50 and authorizing the City Manager to enter into an agreement for the same.
Presenter: David Lohe, Supervisory Engineer

- E. [TMP-1180](#) An Ordinance authorizing execution of Modification No. 5 to On-Call agreement for Environmental Professional Engineering Services yearly contract with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., dba SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R1) for Landfill Closure Construction oversight, testing, documentation, and observation for a not to exceed cost of \$427,800.00, and authorizing the City Manager to enter into an agreement for the same.

Presenter: David Lohe, Supervisory Engineer

- F. [TMP-1176](#) An Ordinance authorizing the execution of an agreement with KC Dumpster, LLC., RFP 2019-032 for public disposal area services at the Resource Recovery Park and authorizing the City Manger to enter into an agreement for the same.

Presenter: Chris Bussen, Solid Waste Superintendent

5. Roundtable
6. Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

Packet Information

File #: 2019-2645, **Version:** 1

Approval of the January 29, 2019 Action Letter.

Issue/Report:

Approval of the January 29, 2019 Action Letter.

Key Issues:

Proposed Committee Motion:

I move for approval of the Action Letter dated January 29, 2019.

The City of Lee's Summit
Action Letter - Final
Public Works Committee

Tuesday, January 29, 2019

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

- A. Invocation
- B. Pledge of Allegiance
- C. Call to Order

The January 29, 2019 Public Works Committee meeting was called to order by Chairman Faith, at 5:31 p.m. at City Hall, 220 SE Green St., in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

D. Roll Call

Present: 3 - Councilmember Rob Binney
Chairperson Craig Faith
Councilmember Diane Forte

1. Approval of Agenda

A motion was made by Councilmember Forte, seconded by Councilmember Binney, to approve the agenda as posted. The motion carried by a unanimous 3-0 vote.

2. Approval of Action Letter

A. [2019-2541](#) Approval of the November 27, 2018 Action Letter.

A motion was made by Councilmember Binney, seconded by Councilmember Forte, to approve the Public Works Committee Action Letter dated November, 27, 2018. The motion carried by a unanimous 3-0 vote.

3. Public Comments

Mr. Dale Coy addressed the committee regarding snow control. He stated the Public Works Department does an outstanding job during snow events. He suggested ways in which the City of Lee's Summit's mapping could be improved and showed Overland Park's mapping system as a model. He suggested it would be advantageous to advertise and be transparent to let citizens know how much it takes to complete snow operations.

Mr. Roy Mussett also addressed the committee. He lives in Hammell Heights and claimed that his street was never plowed. He came down to City Hall and spoke with a staff member who looked up when his street was plowed. He was not satisfied so he went to Steve Arbo and took him to his street, his car became stuck, and he called Operations to get crews out there. He is requesting using the hard earned tax dollars towards individual contractors to help plow. Citizens are tired of watching their money being wasted and concerned that the city is so big that the current amount of equipment is not enough to do the job. He suggested forming a committee to come up with a solution so that when another bad storm comes that the same problems do not occur.

4. Business

- A. [BILL NO. 19-19](#) An Ordinance approving Change Order #2 to the contract with Second Sight Systems, L.L.C. for the SCADA System Improvements Project, an increase of \$6,487.42 for a revised contract price of \$420,405.66. (PWC 1/29/19)
- A motion was made by Councilmember Binney, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote.**
- B. [BILL NO. 19-20](#) An Ordinance authorizing execution of an agreement by and between the City of Lee's Summit, Missouri, and Garver, LLC in an amount not to exceed \$1,462,127.00 for Professional Engineering Services for the Colbern Road Improvements from M350 Highway to Douglas Street (RFQ No. 569-32272), and authorizing the City Manager to enter into an agreement for the same. (PWC 1/29/19)
- A motion was made by Councilmember Forte, seconded by Councilmember Binney, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote.**

C. [2019-2531](#) Financial Overview of CIP Projects completed in CY 2018.

Michael Anderson, Construction Manager, presented a high level financial summary of completion of the Capital Improvement projects over the last year. Getting close to closing out with final change orders for 2018. Several projects closed later in the season due to weather in November. They closed out a little over \$14M worth of Capital work, and with just one change of scope, they were only over by 1.7% from the original awarded amounts. He then gave a detailed list of projects currently underway.

Mr. Anderson gave kudos to the entire Public Works Department. Much of the work goes completely unnoticed. From the Engineering Technicians, to Design Engineers, to the Construction Project Managers. He stated that with phenomenal effort from a lot of people, they give him the privilege to come up and bask in their glory.

D. [2019-2536](#) License Tax Review Committee Annual Report for FY2018

George Binger, City Engineer, presented the License Tax background and update in a powerpoint presentation with details on uses and projections. He highlighted the differences from last year. It is a required report on license tax review to City Council. The PRI release of land, which was announced after the License Tax Review Board met, will most likely change the projections. The language in the Ordinance is outdated, confusing, and they are requesting the removal of some language from the ordinance. They have recommended the project on NW Main Street as a way to open that land up for economic development. To close the presentation Mr. Binger requested guidance for FY2019 recommendations, re-affirm project selection criteria, program projects to build (NW Main), proceed with administrative updates to ordinance, and no change in rates.

E. [BILL NO. 19-21](#) An Ordinance amending Sections 28-175, 28-176, 28-177, 28-179 and 28-181 of the Code of Ordinances of the City of Lee's Summit governing the License Tax on Building Contractors by deleting outdated or expired content and clarify applicable use of the I.T.E. Trip Generation Manual for traffic generation calculations based on land use categories. (PWC 1/29/19)

A motion was made by Councilmember Binney, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote.

F. [2019-2548](#) FY19 Snow Season Update

Shawn Graff, Assistant Director of Public Works Operations, gave a presentation regarding the Snow Plan and the guidelines they follow. He concentrated on two main snow events-the Thanksgiving snow storm, and the January 12th snow storm. He talked about the specific differences between those two storms and the difficulties with each.

He addressed how calls are handled, common complaints they received, and helpful tips for residents. He talked about equipment improvements and adjustments in snow plow routing. Every year they evaluate the equipment to see what's effective. Councilmember Forte brought up concerns with new growth how the City can manage snow removal, and encouraged bringing to the Committee the option of hiring contractors. Councilmember Faith asked where the goal plans come from and explanation was given.

5. Roundtable

Michael Park, City Traffic Engineer, gave an update on transit. The past two City Council meetings passed two transit agreements. The traffic service changes are with the Park and Ride facility and commuter express service to downtown Kansas City and he will bring forward a contract amendment in February for adoption the first part of March with the implementation of that on April 1. KCATA will send out mailers, have public meetings on site at the bus stop, and fliers to hand out to educate the riders. They take a 60-day period to work on quarterly transitions. He presented the schedule changes. After ridership data and arrival and departure times were taken into consideration, they will consolidate two middle departures and two middle arrival times by creating a 6:21 a.m. Northbound and then a 5:15 p.m. Southbound arrival time. No one should be displaced and it should minimize disruption to their work times.

Councilmember Binney requested an update on the Resource Recovery Park. Chris Bussen, Solid Waste Superintendent, first presented an update of the bid for closure of the landfill which is scheduled on March 5. The contract for construction oversight will come to the committee on March 26. The North Recycling Center was sent out to bid for haulers to pull materials from that location. The City cannot proceed on other activities until haulers interested in doing it for very little or no fee are found. There is a grant from MARC for \$42K to purchase containers. We have received the MARC contract and are waiting to process that if bids come in favorably. The next item was the public disposal area (PDA) which closed last Friday. Interviews and negotiations take place mid-February with notice to proceed mid-March for citizen trash disposal in dumpsters at the landfill. It is designed to fill the gap between when the landfill closes and the building of transfer station. The contractor noted that they have space and will be active until mid-March. Once full, all intake will cease-yard waste, appliances, recycling, and drop-off. The last item was the transfer station. Legal expertise is needed in drafting the RFP which will allow us to have a contractor that won't take advantage of the small haulers.

6. Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

Packet Information

File #: TMP-1181, **Version:** 2

An Ordinance approving the award of Bid No.495 for the Lee's Summit Refueling Station to MEGA Industries Corporation in the amount of \$448,232.00, and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An Ordinance approving the award of Bid No.495 for the Lee's Summit Refueling Station to MEGA Industries Corporation in the amount of \$448,232.00, and authorizing the City Manager to enter into an agreement for the same

Key Issues:

- The existing refueling station at fire headquarters pose a risk of a spill into the drainage system
- The existing storage tank would require major work if left in place
- The refueling station is being relocated to City-owned land in front of the above-ground water tank on NW Main Street, north of Chipman

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving the award of Bid No. 495 for the Lee's Summit Refueling Station to MEGA Industries Corporation in the amount of \$448,232.00, and authorizing the City Manager to enter into an agreement for the same

Background:

The existing underground unleaded tank is fiberglass, installed on or before 1988. MDNR has determined that fiberglass tanks installed during that time must be relined due to the tanks not being able to handle the corrosive action of the ethanol blended fuel. The City's tanks are not leaking but would have to be relined if kept in service. This tank has been locked out and is no longer in use. Since the refueling site location poses the risk of a fuel spill flowing directly into the main storm drain west of City Hall, the decision was made to relocate the fueling station rather than spend money on the existing tank. There is adequate room on city-owned property on NW Main where the above-ground water tank is located. The relocation also addresses the congestion around the fire station of multiple department vehicles accessing the fuel pumps.

Impact/Analysis:

Timeline:

Start: April-May 2019

Finish: Fall 2019

Several items for the project have long lead times for manufacture, so work may start and then stop while waiting on equipment for installation.

Other Information/Unique Characteristics:

The bid was issued on January 25, 2019 on QuestCDN. Two bids were received on February 28. MEGA Industries Corp. was the lowest and best bidder. (Bid tab attached.) MEGA has previously completed work for the City on several projects.

Dena Mezger, P.E., Director of Public Works

Recommendation: Staff recommends approval of an Ordinance approving the award of Bid No.495 for the Lee's Summit Refueling Station to MEGA Industries Corporation in the amount of \$448,232.00, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

AN ORDINANCE APPROVING THE AWARD OF BID NO.495 FOR THE LEE'S SUMMIT REFUELING STATION TO MEGA INDUSTRIES CORPORATION IN THE AMOUNT OF \$448,232.00, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME

WHEREAS, the existing refueling station at fire headquarters poses a risk of a spill into the drainage system; and,

WHEREAS, the existing storage tank would require major work if left in place; and,

WHEREAS, the refueling station is being relocated to City-owned land in front of the above-ground water tank on NW Main Street, north of Chipman.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That award of bid no. 495 by and between the City of Lee's Summit, Missouri and MEGA Industries Corporation, generally for the purpose of constructing the Refueling Station Project, a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, is hereby approved.

SECTION 2. That the City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO.

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Chief Council of Infrastructure and Planning
Office of City Attorney
Nancy K. Yendes

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

And

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
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Endorsed by



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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Lee's Summit, Missouri ("Owner") and
Mega Industries Corporation ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Fuel storage tanks, dispensing equipment, site work and pavement, and all associated electrical and mechanical work.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Lee's Summit Refueling Station

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Williams, Spurgeon, Kuhl and Freshnock (Architect), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 75 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified

in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work, a lump sum of: Four Hundred Forty Three Thousand, Two Hundred and Thirty Two Dollars and Zero Cents. (\$443,232.00)
- B. Building Permit Allowance, a lump sum of: Five Thousand Dollars (\$5,000.00)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment monthly ~~on or about the 1st day of each month~~ during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including

but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); ~~and. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate as specified by Missouri State Statute, RSMo 34-057.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the

Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 66, inclusive).
 - 5. Supplementary Conditions (pages 1 to 5, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings consisting of 10 sheets with each sheet bearing the following general title: Lee's Summit Refueling Station.
 - 8. Addenda (numbers 1 to 4, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 13, inclusive).

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on *their behalf*.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Lee's Summit, Missouri

By: _____

Title: City Manager

Approved as to Form: _____


Title: Chief Counsel of Infrastructure and Planning

Address for giving notices:
220 SE Green Street
Lee's Summit, MO 64063

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

MEGA Industries Corporation

By: 

Title: **Tyler Wesselman Vice President**

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Title: **Craig Bridgeman, COO**

Address for giving notices:
1491 Iron Street
N. Kansas City MO
64118

License No.: LC100/50557

(Where applicable)

Agent for service of process:

Lee's Summit Refueling Station (#6108845)
 Owner: Lee's Summit MO, City of
 02/28/2019 11:00 AM CST

Item Code	Item Description	UofM	Quantity	Engineer Estimate		Mega Industries Corporation		Rothwell Construction	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Lee's Summit Refueling Station - Lump Sum	LS	1	\$500,000.00	\$500,000.00	\$443,232.00	\$443,232.00	\$487,700.00	\$487,700.00
1A	Building Permit Allowance - Lump Sum	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Base Bid Total:					\$505,000.00		\$448,232.00		\$492,700.00

Packet Information

File #: TMP-1177, **Version:** 1

An Ordinance authorizing the award of Bid No. 54832272-1C for the Streambank Stabilization Projects to Tasco LLC in the amount of \$341,525.00, and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An Ordinance authorizing the award of Bid No. 54832272-1C for the Streambank Stabilization Projects to Tasco LLC in the amount of \$341,525.00, and authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- The project involves the stabilization of two separate stream bank areas to protect existing public infrastructure.
- The project is funded by the Capital Projects Sales Tax Fund (322) that was approved by the voters in April 2017.
- On February 11, 2019, City staff advertised the Invitation to Bid on the City's website. Bidding closed at 2:00 p.m. on March 6, 2019. All bids duly received were opened publicly and read aloud in City Hall in the Howard A Conference Room.
- Tasco LLC was the low bidder, and meets all of the City's qualifications for award of the project.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance authorizing the award of Bid No. 54832272-1C for the Streambank Stabilization Projects to Tasco LLC in the amount of \$341,525.00, and authorizing the City Manager to enter into an agreement for the same.

Background:

The Streambank Stabilization Projects will repair two areas near NE Bristol Drive and NE Douglas Street. The projects at NE Bristol Drive and NE Douglas Street are two of four projects that were designed by Allgeier Martin and Associates Inc pursuant to Bill 18-27. The other two projects will be advertised for Bid after the condemnation proceedings acquire the necessary easements, and third project area is ready to bid.

NE BRISTOL DRIVE

The project will improve the unnamed stream running under NE Bristol Drive near NE Concord Street.

Recently, the centerline of the stream has shifted southward upstream of the crossing at NE Bristol Drive. This change in the stream bank caused the original culvert wing wall to collapse and leave a portion of Bristol drive unsupported, and unprotected, in the area of the collapsed wall. Temporary gabions were installed to protect the exposed roadway embankment. This project is intended to improve the stream running under Bristol Drive in such a way as to assure the long- term integrity of Bristol Drive. These improvement will work with the natural flow of water to help stabilize the location of the stream. This work will protecting the culvert and roadway embankments from undercutting or other degradation resulting from stream flows. As an added benefit, the work will also stabilize streambank erosion that would likely affect a nearby house if left unchanged.

NE DOUGLAS STREET

Severe erosion along 150 feet of NE Douglas Street is threatening to undermine the roadway leading into Lee's Summit Municipal Airport. This area recently became a traffic safety issue that required narrowing the stream crossing area to a one-lane road. An improved stormwater conveyance system is needed to maintain the stability of the road pavement while carrying stormwater flows as needed. Stream improvements to the downstream west of NE Douglas Street are also required.

Tasco LLC's was the apparent low bidder. All bids exceeded the Engineer's Estimate of \$321,000. The low bid was within 5.6% of the Engineer's Estimate. Industry standard generally allows awarding a project if the lowest and best bid is no more than 10% over the Engineer's estimate. City staff and the Allgeier Martin Associates reviewed Tasco's qualifications and references. Base on the information available, both City Staff and the Engineer recommend to award the construction contract for the Streambank Stabilization Projects to Tasco LLC.

Impact/Analysis:

The streambank repairs are urgent to mitigate the potential risk of closing public roadways due to on-going bank erosion. Constructing these projects now will reduce the long-term risk and should avoid an emergency situation based on normal storm events and stream flows.

Timeline:

Start: May 2019

Finish: September 2019

Other Information/Unique Characteristics:

The Public Works Department advertised bids on February 11, 2019. Twelve firms and three plan rooms downloaded bid documents. Eight responsive bids were received by the March 6, 2019 deadline.

John Persing, Staff Engineer

Recommendation: Staff recommends approval of an Ordinance authorizing the award of Bid No. 54832272-1C for the Streambank Stabilization Projects to Tasco LLC in the amount of \$341,525.00, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE AWARD OF BID NO. 54832272-1C FOR THE STREAMBANK STABILIZATION PROJECTS TO TASCO LLC IN THE AMOUNT OF \$341,525.00, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the project involves the stabilization of stream banks in two separate areas to protect existing public infrastructure; and,

WHEREAS, the project was designed by Allgeier Martin and Associates, Inc.; and,

WHEREAS, the project is funded by the 2017 CIP Sales Tax Renewal Fund; and,

WHEREAS, on February 11, 2019, City staff advertised the Invitation to Bid on the City's website. Bidding closed at 2:00 p.m. on March 6, 2019. All bids duly received were opened publicly and read aloud in City Hall in the Howard A Conference Room; and

WHEREAS, Tasco LLC was the low bidder, and meets all of the City's qualifications for award of the project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the award of Bid No. 54832272-1C for Streambank Stabilization Projects to Tasco LLC in the amount of \$341,525.00.

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of an agreement with Tasco LLC for the services contained in Bid No. 54832272-1C, generally for, Streambank Stabilization Projects in the amount of \$341,525.00. Said agreement is on file with the Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Nancy K. Yendes, Chief Council of Infrastructure and Planning
Office of City Attorney

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

And

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ City of Lee’s Summit, Missouri _____ (“Owner”) and
_____ Tasco LLC _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work for the project includes but is not necessarily limited to: Storm water improvements including, but not limited to grading, storm water piping, inlets, block retaining walls, concrete structures, riprap, pavement replacement and other incidentals.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Streambank Stabilization Projects: NE Bristol Drive & NE Douglas Street

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Allgeier, Martin and Associates, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

B. The work associated with the following Milestones, including all site restoration, shall be completed within the timeframes set forth below for each Milestone, with such timeframes being either a period of consecutive calendar days or a completion date; provided, however, that the counting of days for Milestones may be suspended in order to accommodate sod placement and seeding work in the manner specified in LS Section 2400. If the Contractor is unable to place sod or seed due to conditions outlined in LS Section 2400, then the counting of days to achieve the Milestone shall be suspended only for placing sod or seed until such time sod or seed can be placed. Contract time shall not be suspended for any other work except for placing sod or seed. The days to achieve Milestones are as follows:

1. Northeast Bristol Drive Stream Bank Stabilization: All work shall be completed for Northeast Bristol Drive Stream Bank Stabilization as shown in the plans within 60 calendar days of the date work commences within the area. The plans pertaining to this Milestone are marked accordingly and are shown on Sheets B-1 through B-8.
2. Northeast Douglas Street Stream Bank Stabilization: All work shall be completed for Northeast Douglas Street Stream Bank Stabilization as shown in the plans within 30 calendar days of the date work commences within the area. The plans pertaining to this Milestone are marked accordingly and are shown on Sheets D-1 through D-7.

4.3 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$700 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. For each Milestone, Contractor shall pay Owner \$700 for each day that expires after the times specified in Paragraph 4.02 for completion of the Milestones until the work associated with the respective Milestone is complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$475 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

ARTICLE 5 – CONTRACT PRICE

5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

NE BRISTOL DRIVE STREAMBANK STABILIZATION					
Item #	Item Description	Quantity	Unit	Bid Unit Price	Bid Price
1	Clearing and Grubbing	1	LS	\$8,000.00	\$8,000.00
2	Removal of Existing Improvements	1	LS	\$3,000.00	\$3,000.00
3	Earthwork (Unclassified Excavation and Embankment)	1	LS	\$25,000.00	\$25,000.00
4	Concrete Sidewalk, 4" Thick	6	SY	\$180.00	\$1,080.00
5	Concrete Apron 6" Thick w/ Toe Wall	18	CY	\$900.00	\$16,200.00
6	Chain-Link Fence, 4' Tall	112	LF	\$150.00	\$16,800.00
7	Concrete Blocks (4' x 4' x 2' Block)	91	EA	\$450.00	\$40,950.00
8	Concrete Blocks (4' x 2' x 2' Block)	27	EA	\$440.00	\$11,880.00
9	Type 3 Rock Blanket (Rock Size 16")	192	SY	\$50.00	\$9,600.00
10	Type 3 Rock Blanket (Slope Protection)	52	SY	\$50.00	\$2,600.00
11	Bendway Wier	34	CY	\$70.00	\$2,380.00
12	Rock Sill, 4" Tall (South Cell Entrance)	22	LF	\$100.00	\$2,200.00
13	Pilot Channel, 3' Wide (4" Depth)	229	LF	\$60.00	\$13,740.00
14	Mobilization	1	LS	\$13,000.00	\$13,000.00
15	Topsoil and Sod	1,615	SY	\$10.00	\$16,150.00
16	Silt Fence	240	LF	\$5.00	\$1,200.00
17	Surveying and Staking	1	LS	\$3,000.00	\$3,000.00
18	Undergrading and Replacing w/ Approved Fill	20	CY	\$30.00	\$600.00

NE DOUGLAS STREET STREAM BANK STABILIZATION					
Item #	Item Description	Quantity	Unit	Bid Unit Price	Bid Price
1	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00
2	Removal of Existing Improvements	1	LS	\$3,000.00	\$3,000.00
3	Earthwork (Unclassified Excavation and Embankment)	1	LS	\$10,000.00	\$10,000.00
4	Grout Interior Joints in Existing Horizontal Elliptical RCP (Per Joint)	6	EA	\$300.00	\$1,800.00
5	Concrete Pavement Replacement (Including Agg. Base)	22	SY	\$120.00	\$2,640.00
6	Crushed Stone Surface Replacement, 6" Thick	50	SY	\$80.00	\$4,000.00
7	Concrete Flume	15	LF	\$150.00	\$2,250.00
8	Type 3 Rock Ditch Liner (Predominant Rock Size 12")	1,100	SY	\$30.00	\$33,000.00
9	34" x 53" Horizontal Elliptical RCP	15	LF	\$140.00	\$2,100.00
10	30" Dia. RCP, Including Trenching, Bedding, and Backfill	23	LF	\$80.00	\$1,840.00
11	30" Dia. HDPP Pipe, Including Trenching, Bedding, and Backfill	96	LF	\$70.00	\$6,720.00
12	24" Dia. HDPP Pipe, Including Trenching, Bedding, and Backfill	371	LF	\$45.00	\$16,695.00
13	12" Dia. HDPP Pipe, Including Trenching, Bedding, and Backfill	36	LF	\$50.00	\$1,800.00
14	4' x 3' Concrete Curb Inlet	1	EA	\$3,500.00	\$3,500.00
15	5' x 3' Type S-2 Precast Concrete Inlet	1	EA	\$7,000.00	\$7,000.00
16	5' x 5' Concrete Junction Box	2	EA	\$5,500.00	\$11,000.00
17	Mobilization	1	LS	\$11,000.00	\$11,000.00
18	Topsoil and Sod	2,200	SY	\$10.00	\$22,000.00
19	Temporary Rock Check Dam	10	CY	\$300.00	\$3,000.00
20	Temporary Wattle or Biodegradable Ditch Check	3	EA	\$600.00	\$1,800.00
21	Traffic Control	1	LS	\$2,000.00	\$2,000.00
22	Surveying and Staking	1	LS	\$2,000.00	\$2,000.00

Total of all Bid Prices (Unit Price Work)

\$341,525.00

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.2 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment monthly during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); ~~and, if the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.3 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate as specified by Missouri State Statute, RSMo 34-057, of ~~_____~~ percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data

are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 10, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 - 5. General Conditions (pages 1 to 66, inclusive).
 - 6. Supplementary Conditions (pages 1 to 5, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings consisting of 33 sheets with each sheet bearing the following general title: Stream Bank Stabilization.
 - 9. Addenda (numbers 1 to 2, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.2 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.6 Other Provisions

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Lee's Summit, Missouri

By: _____

Title: City Manager

Approved
as to Form: _____

Title: Assistant City Attorney

Address for giving notices:

220 SE Green Street

Lee's Summit, MO 64063

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

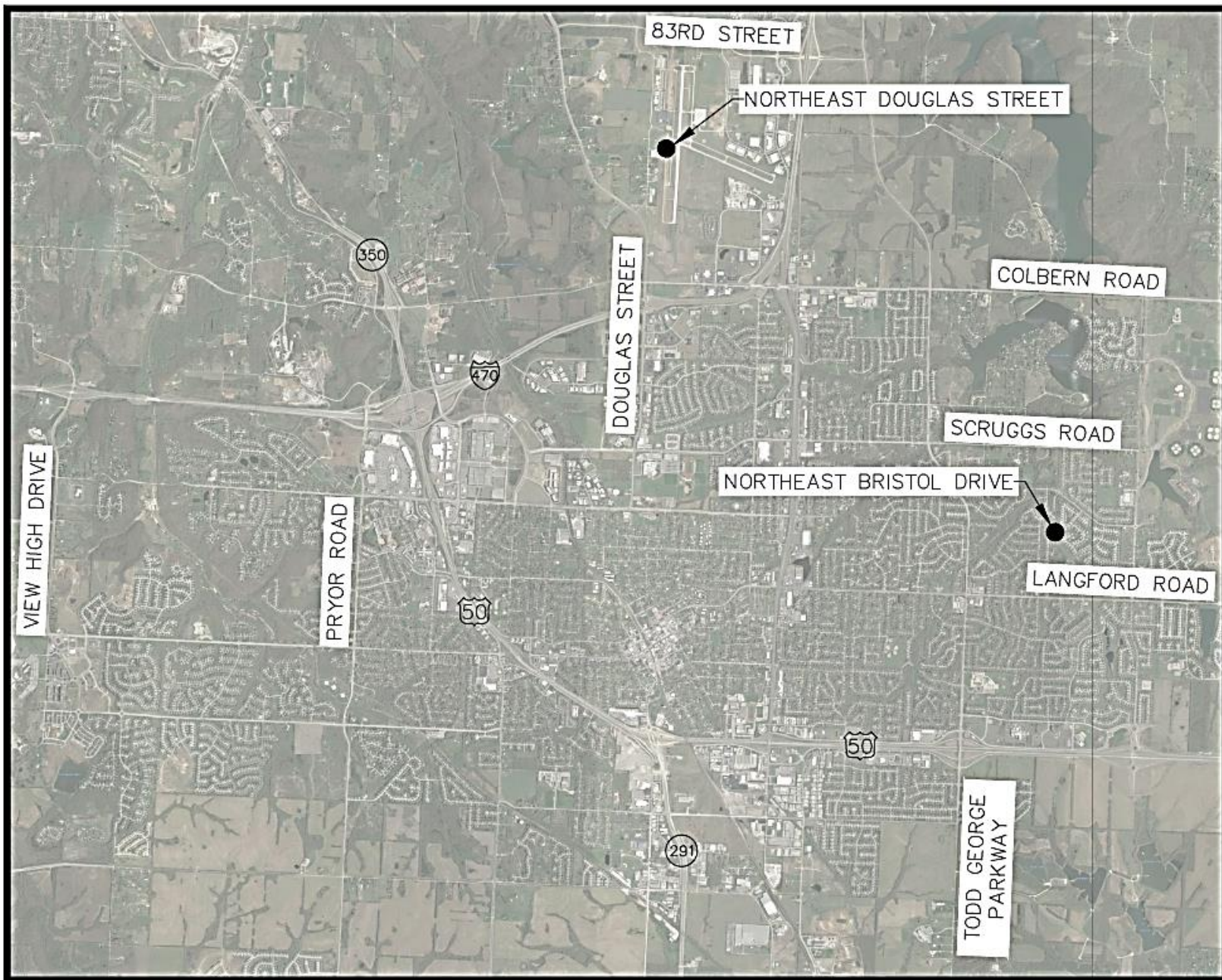
Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process:



LOCATION MAP
NTS



**Summary of Bids for Streambank Stabilization Projects
at NE Bristol and NE Douglas**

<u>Bidder</u>	<u>Bid Price</u>
Tasco LLC	\$341,525.00
Infrastructure Solutions LLC	\$383,000.00
Radmacher Brothers Excavating Co. Inc	\$383,351.00
Wiedenmann Inc	\$384,966.00
Redford Construction Inc.	\$396,186.00
Primetime Contracting Corp.	\$420,454.00
LEXECO, Inc.	\$448,787.50
Pyramid Excavation	\$486,915.00
<i>Engineer Estimate</i>	<i>\$323,140.50</i>

Streambank Stabilization Projects: NE Bristol Drive & NE Douglas Street (#6119397)

Owner: Lee's Summit MO, City of

Solicitor: Lee's Summit MO, City of

03/06/2019 02:00 PM CST

Line Item	Item Description	UofM	Quantity	Engineer Estimate		Tasco LLC		Infrastructure Solutions LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SECTION A - NE BRISTOL DRIVE STREAMBANK STABILIZATION SUBTOTAL					\$133,440.50		\$187,380.00		\$176,175.00
1	Clearing and Grubbing	LS	1	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00
2	Removal of Existing Improvements	LS	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$32,600.00	\$32,600.00
3	Earthwork (Unclassified Excavation and Embankment)	LS	1	\$12,000.00	\$12,000.00	\$25,000.00	\$25,000.00	\$3,000.00	\$3,000.00
4	Concrete Sidewalk, 4" Thick	SY	6	\$52.00	\$312.00	\$180.00	\$1,080.00	\$125.00	\$750.00
5	Concrete Apron 6" Thick w/ Toe Wall	CY	18	\$550.00	\$9,900.00	\$900.00	\$16,200.00	\$675.00	\$12,150.00
6	Chain-Link Fence, 4' Tall	LF	112	\$100.00	\$11,200.00	\$150.00	\$16,800.00	\$118.00	\$13,216.00
7	Concrete Blocks (4' x 4' x 2' Block)	EA	91	\$450.00	\$40,950.00	\$450.00	\$40,950.00	\$375.00	\$34,125.00
8	Concrete Blocks (4' x 2' x 2' Block)	EA	27	\$150.00	\$4,050.00	\$440.00	\$11,880.00	\$445.00	\$12,015.00
9	Type 3 Rock Blanket (Rock Size 16")	SY	192	\$65.00	\$12,480.00	\$50.00	\$9,600.00	\$125.00	\$24,000.00
10	Type 3 Rock Blanket (Slope Protection)	SY	52	\$75.00	\$3,900.00	\$50.00	\$2,600.00	\$125.00	\$6,500.00
11	Bendway Wier	CY	34	\$65.00	\$2,210.00	\$70.00	\$2,380.00	\$140.00	\$4,760.00
12	Rock Sill, 4" Tall (South Cell Entrance)	LF	22	\$8.00	\$176.00	\$100.00	\$2,200.00	\$55.00	\$1,210.00
13	Pilot Channel, 3' Wide (4" Depth)	LF	229	\$2.50	\$572.50	\$60.00	\$13,740.00	\$5.00	\$1,145.00
14	Mobilization	LS	1	\$8,000.00	\$8,000.00	\$13,000.00	\$13,000.00	\$13,200.00	\$13,200.00
15	Topsoil and Sod	SY	1,615	\$10.00	\$16,150.00	\$10.00	\$16,150.00	\$6.00	\$9,690.00
16	Silt Fence	LF	240	\$8.50	\$2,040.00	\$5.00	\$1,200.00	\$2.00	\$480.00
17	Surveying and Staking	LS	1	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$2,834.00	\$2,834.00
18	Undergrading and Replacing w/ Approved Fill	Cu Yd	20			\$30.00	\$600.00	\$125.00	\$2,500.00
SECTION B - NE DOUGLAS STREAMBANK STABILIZATION SUBTOTAL					\$189,700.00		\$154,145.00		\$206,825.00
1	Clearing and Grubbing	LS	1	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
2	Removal of Existing Improvements	LS	1	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00
3	Earthwork (Excavation and Embankment)	LS	1	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
4	Grout Joints in Existing Horizontal Elliptical RCP	EA	6	\$125.00	\$750.00	\$300.00	\$1,800.00	\$100.00	\$600.00
5	Concrete Pavement Replacement (Including Agg. Base)	SY	22	\$110.00	\$2,420.00	\$120.00	\$2,640.00	\$135.00	\$2,970.00
6	Crushed Stone Surface Replacement, 6" Thick	SY	50	\$14.00	\$700.00	\$80.00	\$4,000.00	\$12.00	\$600.00
7	Concrete Flume	LF	15	\$65.00	\$975.00	\$150.00	\$2,250.00	\$260.00	\$3,900.00
8	Type 3 Rock Ditch Liner (Predominant Rock Size 12")	SY	1,100	\$65.00	\$71,500.00	\$30.00	\$33,000.00	\$80.00	\$88,000.00
9	34" x 53" Horizontal Elliptical RCP	LF	15	\$130.00	\$1,950.00	\$140.00	\$2,100.00	\$300.00	\$4,500.00
10	30" Dia. RCP, Including Trenching, Bedding, and Backfill	LF	23	\$100.00	\$2,300.00	\$80.00	\$1,840.00	\$120.00	\$2,760.00
11	30" Dia. HDPP Pipe, Including Trenching, Bedding, and Backfill	LF	96	\$80.00	\$7,680.00	\$70.00	\$6,720.00	\$116.00	\$11,136.00
12	24" Dia. HDPP Pipe, Including Trenching, Bedding, and Backfill	LF	371	\$65.00	\$24,115.00	\$45.00	\$16,695.00	\$64.00	\$23,744.00
13	12" Dia. HDPP Pipe, Including Trenching, Bedding, and Backfill	LF	36	\$35.00	\$1,260.00	\$50.00	\$1,800.00	\$70.00	\$2,520.00
14	4' x 3' Concrete Curb Inlet	EA	1	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$4,430.00	\$4,430.00
15	5' x 3' Type S-2 Precast Concrete Inlet	EA	1	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$6,725.00	\$6,725.00
16	5' x 5' Concrete Junction Box	EA	2	\$3,200.00	\$6,400.00	\$5,500.00	\$11,000.00	\$5,135.00	\$10,270.00
17	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$10,770.00	\$10,770.00
18	Topsoil and Sod	SY	2,200	\$10.00	\$22,000.00	\$10.00	\$22,000.00	\$6.00	\$13,200.00
19	Temporary Rock Check Dam	CY	10	\$70.00	\$700.00	\$300.00	\$3,000.00	\$190.00	\$1,900.00
20	Temporary Wattle or Biodegradable Ditch Check	EA	3	\$150.00	\$450.00	\$600.00	\$1,800.00	\$200.00	\$600.00
21	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00
22	Surveying and Staking	LS	1	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$3,900.00	\$3,900.00
Base Bid Total:					\$323,140.50		\$341,525.00		\$383,000.00

Streambank Stabilization Projects: NE Bristol Drive & NE Douglas Street (#6119397)

Owner: Lee's Summit MO, City of

Solicitor: Lee's Summit MO, City of

03/06/2019 02:00 PM CST

Line Item	Item Description	UofM	Quantity	Radmacher Brothers Excavating		Wiedenmann Inc		Redford Construction Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SECTION A - NE BRISTOL DRIVE STREAMBANK STABILIZATION SUBTOTAL					\$196,226.00		\$188,266.00		\$193,575.00
1	Clearing and Grubbing	LS	1	\$26,000.00	\$26,000.00	\$9,400.00	\$9,400.00	\$20,000.00	\$20,000.00
2	Removal of Existing Improvements	LS	1	\$12,000.00	\$12,000.00	\$1,650.00	\$1,650.00	\$9,000.00	\$9,000.00
3	Earthwork (Unclassified Excavation and Embankment)	LS	1	\$20,000.00	\$20,000.00	\$48,500.00	\$48,500.00	\$25,000.00	\$25,000.00
4	Concrete Sidewalk, 4" Thick	SY	6	\$100.00	\$600.00	\$100.00	\$600.00	\$50.00	\$300.00
5	Concrete Apron 6" Thick w/ Toe Wall	CY	18	\$1,100.00	\$19,800.00	\$875.00	\$15,750.00	\$665.00	\$11,970.00
6	Chain-Link Fence, 4' Tall	LF	112	\$64.00	\$7,168.00	\$46.00	\$5,152.00	\$100.00	\$11,200.00
7	Concrete Blocks (4' x 4' x 2' Block)	EA	91	\$442.00	\$40,222.00	\$355.00	\$32,305.00	\$650.00	\$59,150.00
8	Concrete Blocks (4' x 2' x 2' Block)	EA	27	\$200.00	\$5,400.00	\$230.00	\$6,210.00	\$625.00	\$16,875.00
9	Type 3 Rock Blanket (Rock Size 16")	SY	192	\$65.00	\$12,480.00	\$113.00	\$21,696.00	\$50.00	\$9,600.00
10	Type 3 Rock Blanket (Slope Protection)	SY	52	\$80.00	\$4,160.00	\$113.00	\$5,876.00	\$50.00	\$2,600.00
11	Bendway Wier	CY	34	\$85.00	\$2,890.00	\$188.00	\$6,392.00	\$50.00	\$1,700.00
12	Rock Sill, 4" Tall (South Cell Entrance)	LF	22	\$45.00	\$990.00	\$18.00	\$396.00	\$10.00	\$220.00
13	Pilot Channel, 3' Wide (4" Depth)	LF	229	\$9.00	\$2,061.00	\$6.00	\$1,374.00	\$15.00	\$3,435.00
14	Mobilization	LS	1	\$15,000.00	\$15,000.00	\$10,400.00	\$10,400.00	\$8,000.00	\$8,000.00
15	Topsoil and Sod	SY	1,615	\$13.00	\$20,995.00	\$11.00	\$17,765.00	\$7.00	\$11,305.00
16	Silt Fence	LF	240	\$4.00	\$960.00	\$3.00	\$720.00	\$3.00	\$720.00
17	Surveying and Staking	LS	1	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
18	Undergrading and Replacing w/ Approved Fill	Cu Yd	20	\$150.00	\$3,000.00	\$114.00	\$2,280.00	\$35.00	\$700.00
SECTION B - NE DOUGLAS STREAMBANK STABILIZATION SUBTOTAL					\$187,125.00		\$196,700.00		\$202,611.00
1	Clearing and Grubbing	LS	1	\$7,000.00	\$7,000.00	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00
2	Removal of Existing Improvements	LS	1	\$6,000.00	\$6,000.00	\$1,200.00	\$1,200.00	\$8,000.00	\$8,000.00
3	Earthwork (Excavation and Embankment)	LS	1	\$9,000.00	\$9,000.00	\$4,400.00	\$4,400.00	\$25,000.00	\$25,000.00
4	Grout Joints in Existing Horizontal Elliptical RCP	EA	6	\$610.00	\$3,660.00	\$370.00	\$2,220.00	\$100.00	\$600.00
5	Concrete Pavement Replacement (Including Agg. Base)	SY	22	\$130.00	\$2,860.00	\$100.00	\$2,200.00	\$100.00	\$2,200.00
6	Crushed Stone Surface Replacement, 6" Thick	SY	50	\$27.00	\$1,350.00	\$6.00	\$300.00	\$10.00	\$500.00
7	Concrete Flume	LF	15	\$140.00	\$2,100.00	\$300.00	\$4,500.00	\$75.00	\$1,125.00
8	Type 3 Rock Ditch Liner (Predominant Rock Size 12")	SY	1,100	\$45.00	\$49,500.00	\$65.00	\$71,500.00	\$50.00	\$55,000.00
9	34" x 53" Horizontal Elliptical RCP	LF	15	\$200.00	\$3,000.00	\$450.00	\$6,750.00	\$200.00	\$3,000.00
10	30" Dia. RCP, Including Trenching, Bedding, and Backfill	LF	23	\$150.00	\$3,450.00	\$180.00	\$4,140.00	\$110.00	\$2,530.00
11	30" Dia. HDPP Pipe, Including Trenching, Bedding, and Backfill	LF	96	\$115.00	\$11,040.00	\$127.00	\$12,192.00	\$98.00	\$9,408.00
12	24" Dia. HDPP Pipe, Including Trenching, Bedding, and Backfill	LF	371	\$70.00	\$25,970.00	\$77.00	\$28,567.00	\$88.00	\$32,648.00
13	12" Dia. HDPP Pipe, Including Trenching, Bedding, and Backfill	LF	36	\$70.00	\$2,520.00	\$46.00	\$1,656.00	\$75.00	\$2,700.00
14	4' x 3' Concrete Curb Inlet	EA	1	\$3,200.00	\$3,200.00	\$4,700.00	\$4,700.00	\$4,500.00	\$4,500.00
15	5' x 3' Type S-2 Precast Concrete Inlet	EA	1	\$3,500.00	\$3,500.00	\$5,300.00	\$5,300.00	\$4,900.00	\$4,900.00
16	5' x 5' Concrete Junction Box	EA	2	\$4,000.00	\$8,000.00	\$6,000.00	\$12,000.00	\$4,800.00	\$9,600.00
17	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$6,700.00	\$6,700.00	\$8,000.00	\$8,000.00
18	Topsoil and Sod	SY	2,200	\$13.00	\$28,600.00	\$10.00	\$22,000.00	\$7.00	\$15,400.00
19	Temporary Rock Check Dam	CY	10	\$150.00	\$1,500.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
20	Temporary Wattle or Biodegradable Ditch Check	EA	3	\$125.00	\$375.00	\$125.00	\$375.00	\$500.00	\$1,500.00
21	Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00
22	Surveying and Staking	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Base Bid Total:					\$383,351.00		\$384,966.00		\$396,186.00

Streambank Stabilization Projects: NE Bristol Drive & NE Douglas Street (#6119397)

Owner: Lee's Summit MO, City of

Solicitor: Lee's Summit MO, City of

03/06/2019 02:00 PM CST

Line Item	Item Description	UofM	Quantity	Primetime Contracting Corp.		LEXECO, Inc.		Pyramid Excavation	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SECTION A - NE BRISTOL DRIVE STREAMBANK STABILIZATION SUBTOTAL					\$184,578.00		\$209,330.00		\$266,655.00
1	Clearing and Grubbing	LS	1	\$7,000.00	\$7,000.00	\$4,800.00	\$4,800.00	\$21,000.00	\$21,000.00
2	Removal of Existing Improvements	LS	1	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$32,000.00	\$32,000.00
3	Earthwork (Unclassified Excavation and Embankment)	LS	1	\$45,335.00	\$45,335.00	\$65,000.00	\$65,000.00	\$42,000.00	\$42,000.00
4	Concrete Sidewalk, 4" Thick	SY	6	\$350.00	\$2,100.00	\$317.00	\$1,902.00	\$80.00	\$480.00
5	Concrete Apron 6" Thick w/ Toe Wall	CY	18	\$1,170.00	\$21,060.00	\$812.00	\$14,616.00	\$525.00	\$9,450.00
6	Chain-Link Fence, 4' Tall	LF	112	\$124.00	\$13,888.00	\$63.00	\$7,056.00	\$60.00	\$6,720.00
7	Concrete Blocks (4' x 4' x 2' Block)	EA	91	\$475.00	\$43,225.00	\$411.00	\$37,401.00	\$600.00	\$54,600.00
8	Concrete Blocks (4' x 2' x 2' Block)	EA	27	\$200.00	\$5,400.00	\$411.00	\$11,097.00	\$600.00	\$16,200.00
9	Type 3 Rock Blanket (Rock Size 16")	SY	192	\$70.00	\$13,440.00	\$56.00	\$10,752.00	\$55.00	\$10,560.00
10	Type 3 Rock Blanket (Slope Protection)	SY	52	\$95.00	\$4,940.00	\$63.00	\$3,276.00	\$75.00	\$3,900.00
11	Bendway Wier	CY	34	\$140.00	\$4,760.00	\$174.00	\$5,916.00	\$110.00	\$3,740.00
12	Rock Sill, 4" Tall (South Cell Entrance)	LF	22	\$5.00	\$110.00	\$21.00	\$462.00	\$70.00	\$1,540.00
13	Pilot Channel, 3' Wide (4" Depth)	LF	229	\$5.00	\$1,145.00	\$6.00	\$1,374.00	\$25.00	\$5,725.00
14	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$45,000.00	\$45,000.00
15	Topsoil and Sod	SY	1,615	\$5.00	\$8,075.00	\$14.00	\$22,610.00	\$6.00	\$9,690.00
16	Silt Fence	LF	240	\$2.50	\$600.00	\$3.55	\$852.00	\$1.25	\$300.00
17	Surveying and Staking	LS	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,750.00	\$1,750.00
18	Undergrading and Replacing w/ Approved Fill	Cu Yd	20	\$200.00	\$4,000.00	\$60.80	\$1,216.00	\$100.00	\$2,000.00
SECTION B - NE DOUGLAS STREAMBANK STABILIZATION SUBTOTAL					\$235,876.00		\$239,457.50		\$220,260.00
1	Clearing and Grubbing	LS	1	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00	\$2,500.00	\$2,500.00
2	Removal of Existing Improvements	LS	1	\$3,000.00	\$3,000.00	\$6,110.00	\$6,110.00	\$6,500.00	\$6,500.00
3	Earthwork (Excavation and Embankment)	LS	1	\$45,585.00	\$45,585.00	\$21,000.00	\$21,000.00	\$36,500.00	\$36,500.00
4	Grout Joints in Existing Horizontal Elliptical RCP	EA	6	\$75.00	\$450.00	\$274.00	\$1,644.00	\$200.00	\$1,200.00
5	Concrete Pavement Replacement (Including Agg. Base)	SY	22	\$115.00	\$2,530.00	\$190.00	\$4,180.00	\$85.00	\$1,870.00
6	Crushed Stone Surface Replacement, 6" Thick	SY	50	\$11.00	\$550.00	\$16.55	\$827.50	\$20.00	\$1,000.00
7	Concrete Flume	LF	15	\$95.00	\$1,425.00	\$232.00	\$3,480.00	\$80.00	\$1,200.00
8	Type 3 Rock Ditch Liner (Predominant Rock Size 12")	SY	1,100	\$70.00	\$77,000.00	\$68.00	\$74,800.00	\$40.00	\$44,000.00
9	34" x 53" Horizontal Elliptical RCP	LF	15	\$340.00	\$5,100.00	\$260.00	\$3,900.00	\$350.00	\$5,250.00
10	30" Dia. RCP, Including Trenching, Bedding, and Backfill	LF	23	\$150.00	\$3,450.00	\$172.00	\$3,956.00	\$165.00	\$3,795.00
11	30" Dia. HDPP Pipe, Including Trenching, Bedding, and Backfill	LF	96	\$170.00	\$16,320.00	\$126.00	\$12,096.00	\$135.00	\$12,960.00
12	24" Dia. HDPP Pipe, Including Trenching, Bedding, and Backfill	LF	371	\$78.00	\$28,938.00	\$87.00	\$32,277.00	\$100.00	\$37,100.00
13	12" Dia. HDPP Pipe, Including Trenching, Bedding, and Backfill	LF	36	\$48.00	\$1,728.00	\$69.00	\$2,484.00	\$75.00	\$2,700.00
14	4' x 3' Concrete Curb Inlet	EA	1	\$5,000.00	\$5,000.00	\$3,875.00	\$3,875.00	\$4,000.00	\$4,000.00
15	5' x 3' Type S-2 Precast Concrete Inlet	EA	1	\$8,000.00	\$8,000.00	\$6,127.00	\$6,127.00	\$5,000.00	\$5,000.00
16	5' x 5' Concrete Junction Box	EA	2	\$5,000.00	\$10,000.00	\$4,617.00	\$9,234.00	\$5,500.00	\$11,000.00
17	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$15,168.00	\$15,168.00	\$25,000.00	\$25,000.00
18	Topsoil and Sod	SY	2,200	\$5.00	\$11,000.00	\$14.00	\$30,800.00	\$6.00	\$13,200.00
19	Temporary Rock Check Dam	CY	10	\$300.00	\$3,000.00	\$94.00	\$940.00	\$100.00	\$1,000.00
20	Temporary Wattle or Biodegradable Ditch Check	EA	3	\$100.00	\$300.00	\$353.00	\$1,059.00	\$95.00	\$285.00
21	Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$1,900.00	\$1,900.00	\$2,000.00	\$2,000.00
22	Surveying and Staking	LS	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00
Base Bid Total:					\$420,454.00		\$448,787.50		\$486,915.00



ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

March 7, 2019

John Persing, Staff Engineer
City of Lee's Summit
220 SE Green St.
Lee's Summit, MO 64063

Re: Bid No. 54832272-1C, 2 Streambank Projects Recommendation of Award

Dear Mr. Persing:

I have reviewed the bid tab prepared by the City of Lee's Summit for the eight bids received on March 6, 2019 and confirm Tasco, LLC of Kingsville, MO as the apparent low bidder for the project.

I am not familiar with Tasco, LLC, so I checked two references provided to me by Tasco. The first was Phil Becker with the City of Raymore, MO and the second was Jerry Johnson, PE with Shafer, Kline and Warren. Both gave positive remarks and said they would be willing to work with them again. Mr. Johnson mentioned Tasco is an Owner/Operator company so we should expect to have the owner of the company directly involved with the project's day to day activities and he takes pride in his work. He also mentioned they are capable of performing many different types of infrastructure projects.

I have also compared their unit bid prices to the others received, as well as the engineer's estimate, and find them to be reasonable.

It is our recommendation that the City award the contract to Tasco, LLC for the referenced project in the amount of \$341,525.00.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Kurt Higgins, P.E.
Vice President

Packet Information

File #: TMP-1178, **Version:** 1

An Ordinance awarding Bid No. 418-322-72 Hook Road Shoulders - Arthur Drive to Ward Road to J.M. Fahey Construction Company in the amount of \$1,399,234.50 and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An Ordinance awarding Bid No. 418-322-72 Hook Road Shoulders - Arthur Drive to Ward Road to J.M. Fahey Construction Company in the amount of \$1,399,234.50 and authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- The Hook Road Shoulders project was authorized by City Council in February 2016 and then formally approved in June 2016 as part of FY 2017 Capital Improvement Plan (CIP).
- Paved shoulders Provide maintenance benefit, various safety improvements, and support non-vehicular transportation noted in the Lee's Summit Livable Streets Policy, Unimproved Road Policy, and Bicycle Transportation Plan.
- Phased construction will keep roadway open, but limited to one-way traffic.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance awarding Bid No. 418-322-72 Hook Road Shoulders - Arthur Drive to Ward Road to J.M. Fahey Construction Company in the amount of \$1,399,234.50 and authorizing the City Manager to enter into an agreement for the same.

Background:

This is the third project in which the City has added paved shoulders to interim roads. The primary purpose of paved shoulders is to reduce the City's on-going maintenance costs associated with turf shoulders, which has been realized on both SW Pryor Road and NE Todd George Parkway since the paved shoulders were added. The paved shoulders provide the added benefit of space for pedestrians and cyclists along the roadway. It should be noted that Resolution 16-22, adopted by council on December 18, 2016, modified the interim road standards to require paved shoulders in support of the City's Livable Streets Policy, so all future interim roads will require paved shoulders as part of the initial construction.

This project will add 6-foot wide, asphalt-paved shoulders on both sides for Hook Road from Arthur Drive (west City Limits) to Ward Road. In addition, new turn lanes will be added to a section adjacent to the Hawthorn Ridge Development and at the intersection of Ward Road. The entire length of Hook Road will be milled down one inch, and then overlaid with two inches of asphalt to add additional structure to the

pavement.

Construction detours are necessary to provide room for contractor room to work efficiently and safely. One lane of Hook Road Shoulders will remain open to traffic at all times. The traffic control plan will temporarily reduce Hook Road to a one-way street, with the direction of travel changing mid-project. City staff will issue press releases to inform the residents of the project status and road closures.

Impact/Analysis:

[Enter text here]

Timeline:

Start: June 2019

Finish: September 2018

Other Information/Unique Characteristics:

The Public Works Department issued Bid No. 418-322-72 Hook Road Shoulders - Arthur Drive to Ward Road on February 20, 2019. The projects Invitation to Bid was posted for advertisement on the City's website and at Quest Construction Data Network. A Pre-bid conference was held on February 27, 2019. Two companies attended the pre-bid conference. 2 bids were received by the March 13, 2019 bid opening date. The bids were evaluated, and City Staff determined J.M. Fahey Construction Company to be the lowest and best responsive bidder.

Erin Ralovo, Staff Engineer

Recommendation: Staff recommends approval an Ordinance awarding Bid No. 418-322-72 Hook Road Shoulders - Arthur Drive to Ward Road to J.M. Fahey Construction Company in the amount of \$1,399,234.50 and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

AN ORDINANCE AWARDING BID NO. 418-322-72 HOOK ROAD SHOULDERS - ARTHUR DRIVE TO WARD ROAD TO J.M. FAHEY CONSTRUCTION COMPANY IN THE AMOUNT OF \$1,399,234.50 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME

WHEREAS, The Hook Road Shoulders project was authorized by City Council in February 2016 and then formally approved in June 2016 as part of FY 2017 Capital Improvement Plan (CIP); and,

WHEREAS, Paved shoulders Provide maintenance benefit, various safety improvements, and support non-vehicular transportation noted in the Lee's Summit Livable Streets Policy, Lee's Summit Unimproved Road Policy, and Bicycle Transportation Plan; and,

WHEREAS, Phased construction will only impact traffic in one direction of travel at a time along Hook Road.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That award of bid no. 418-322-72 by and between the City of Lee's Summit, Missouri and J.M. Fahey Construction Company, generally for the purpose of constructing the Hook Road Shoulders Project, a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, is hereby approved.

SECTION 2. That the City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO.

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Council of Infrastructure and Planning
Office of City Attorney
Nancy K. Yendes

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

And

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ City of Lee's Summit, Missouri _____ (“Owner”) and
_____ J.M Fahey Construction Company _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The addition of 6-foot wide, asphalt-paved shoulders on both sides for Hook Road from Arthur Dr to Ward Rd. An alternate bid to add left and right turn lanes from STA 62+00 to STA 78+00.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Hook Road Shoulders – Arthur Drive to Ward Road – (418-322-72)

Base Bid: STA 10+00.00 to STA 100+83.15 - Construction of 6 Foot asphalt on both side of existing Hook Road, mill and overlay of the existing roadway profile, new driveway approaches, and restoration of pavement edgelines.

Alternate Bid: STA 61+65.86 to STA 77+84.40 – Construction of pavement widening for turn lanes, 6 Foot asphalt shoulders, pavement markings, driveway approaches

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by City of Lee's Summit Public Works (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1100 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK
BASE BID – HOOK ROAD SHOULDERS – ARTHUR DR TO WARD RD

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	ADA Ramp, Type B	EA	1	\$6,000.00	\$6,000.00
2	Aggregate Base, 9-Inch MoDOT Type 1	SY	11149	\$13.00	\$144,937.00
3	Borrow Material (Contrator Furnished)	CY	36	\$19.50	\$702.00
4	Clearing & Grubbing	LS	1	\$28,165.00	\$28,165.00
5	Cold Milling	SY	20108	\$1.50	\$30,162.00
6	Curb & Gutter, Type CG-1	LF	134	\$63.00	\$8,442.00
7	Curb & Gutter, Type CG-2	LF	38	\$73.00	\$2,774.00
8	Demolition and Removal	LS	1	\$40,000.00	\$40,000.00
9	Driveway, 6-Inch KCMMB 4K Concrete	SY	1167	\$80.00	\$93,360.00
10	Driveway, 8-Inch KCMMB 4K Concrete	SY	193	\$90.00	\$17,370.00
11	Embankment	CY	36	\$8.25	\$297.00
12	Erosion Control Device – Straw Wattles	LF	85	\$4.00	\$340.00
13	Mobilization	LS	1	\$56,000.00	\$56,000.00
14	Pavement, Asphalt, 2-Inch Surface-APWA Type 5	TONS	4139	\$72.75	\$301,112.25
15	Pavement, Asphalt, 4-Inch Base-APWA Type 5	SY	11149	\$15.75	\$175,596.75
16	Pavement, Asphalt, Field Entrance- 6-Inch APWA Type 5	SY	86	\$50.00	\$4,300.00
17	Pavement Marking, High Build Paint (4" White)	LF	17453	\$0.25	\$4,363.25
18	Pavement Marking, High Build Paint (4" Yellow)	LF	17939	\$0.25	\$4,484.75
19	Pavement Marking, Preformed Thermoplastic (24" White)	LF	100	\$20.25	\$2,025.00
20	Pavement Marking, Preformed Thermoplastic (Left/Right Arrow)	EA	10	\$202.00	\$2,020.00
21	Pavement Marking, Preformed Thermoplastic (6" White)	LF	171	\$6.00	\$1,026.00
22	Pavement Marking, Preformed Thermoplastic (12" Diagonal Yellow)	LF	40	\$10.50	\$420.00
23	Pavement Patch or Repair, 6" APWA Type 1	TONS	207	\$90.00	\$18,630.00
24	Seed, Permanent	AC	2.0	\$1,950.00	\$3,900.00
25	Sidewalk - 4" KCCMB 4K Concrete	SY	35.3	\$57.00	\$2,012.10
26	Signs, Remove/Reset	EA	16	\$186.50	\$2,984.00
27	Siren Relocation	EA	1	\$12,500.00	\$12,500.00
28	Sod	SY	1831	\$6.50	\$11,901.50
29	Storm Sewer Pipe, 12-INCH HDPE	LF	654	\$50.25	\$32,863.50
30	Storm Sewer Pipe, 20-INCH HDPE	LF	32	\$63.00	\$2,016.00
31	Traffic Control, Temporary	LS	1	\$11,085.00	\$11,085.00

32	Unclassified Excavation	CY	4872	\$27.75	\$135,198.00
Total of all Bid Prices (Unit Price Work – BASE BID)					\$1,156,987.10

UNIT PRICE WORK
ALTERNATE BID – HAWTHORN RIDGE TURN LANE IMPROVEMENTS,
STA 62+00 to STA 78+00

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Aggregate Base, 9-Inch MoDOT Type 1	SY	2477	\$12.50	\$30,962.50
2	Borrow Material (Contrator Furnished)	CY	257	\$28.00	\$7,196.00
3	Cold Milling	SY	4311	\$1.50	\$6,466.50
4	Driveway, 6-Inch-KCMMB 4K Concrete	SY	-120	\$80.00	(\$9,600.00)
5	Embankment	CY	257	\$8.25	\$2,120.25
6	Pavement, Asphalt, 2-Inch Surface-APWA Type 5	TONS	996	\$72.75	\$72,459.00
7	Pavement, Asphalt, 4-Inch Base-APWA Type 5	SY	-127	\$15.50	(\$1,968.50)
8	Pavement, Asphalt, 6-Inch Base-APWA Type 5	SY	2477	\$25.70	\$63,658.90
9	Pavement Marking, High Build Paint (4" White)	LF	700	\$0.25	\$175.00
10	Pavement Marking, High Build Paint (4" Yellow)	LF	2539	\$0.25	\$634.75
11	Pavement Marking, Preformed Thermoplastic (Left/Right Arrow)	EA	12	\$202.00	\$2,424.00
12	Pavement Marking, Preformed Thermoplastic (12" Diagonal Yellow)	LF	207	\$15.00	\$3,105.00
13	Pavement Patch or Repair, 6" APWA Type 1	TONS	50	\$90.00	\$4,500.00
14	Seed, Permanent	AC	0.5	\$1,950.00	\$975.00
15	Storm Sewer Pipe, 12-Inch HDPE	LF	142	\$50.25	\$7,135.50
16	Unclassified Excavation	CY	1874	\$27.75	\$52,003.50
Total of all Bid Prices (Unit Price Work – ALTERNATE BID)					\$242,247.40

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of monthly Payment Applications monthly during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate as specified by Missouri State Statute, RSMo 34-057.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 10, inclusive).
 2. Performance bond (pages 1 to 5, inclusive).
 3. Payment bond (pages 1 to 5, inclusive).
 4. General Conditions (pages 1 to 64, inclusive).
 5. Supplementary Conditions (pages 1 to 5, inclusive).
 6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings consisting of 30 sheets with each sheet bearing the following general title: Hook Road Shoulders Arthur Drive to Ward Road [or] the Drawings listed on attached sheet index.
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 28, inclusive).
 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Lee's Summit, Missouri

By: _____

By: _____

Title: City Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Approved as to Form: _____

Attest: _____

Title: Assistant City Attorney

Title: _____

Address for giving notices:
220 SE Green Street
Lee's Summit, MO 64063

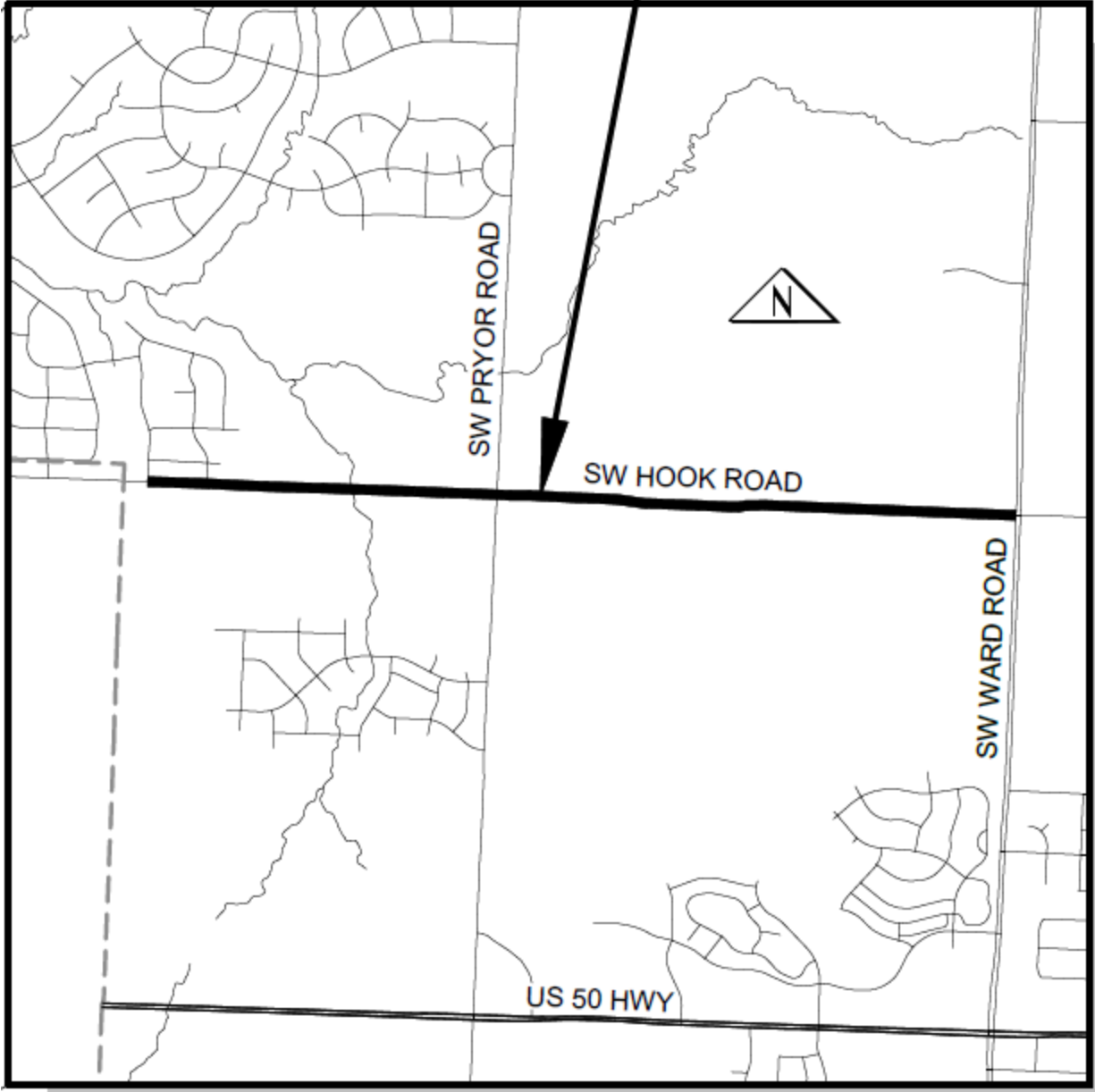
Address for giving notices:

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:



Hook Road Shoulders (#5724740)
 Owner: City of Lee's Summit, MO
 Solicitor: City of Lee's Summit, MO
 03/13/2019 10:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		J.M. Fahey Construction Company		Tandem Paving Company, Inc.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid - SW Hook Rd, Arthur Dr to Ward Rd						\$1,074,958.83		\$1,156,987.10		\$1,511,395.17	
	1	1	ADA Ramp, Type B	EA	1	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00
	2	2	Aggregate Base, 9-Inch MoDOT Type 1	SY	11149	\$15.00	\$167,235.00	\$13.00	\$144,937.00	\$15.75	\$175,596.75
	3	3	Borrow Material (Contrator Furnished)	CY	36	\$25.00	\$900.00	\$19.50	\$702.00	\$110.00	\$3,960.00
	4	4	Clearing & Grubbing	LS	1	\$20,000.00	\$20,000.00	\$28,165.00	\$28,165.00	\$19,580.00	\$19,580.00
	5	5	Cold Milling (1")	SY	20108	\$1.36	\$27,346.88	\$1.50	\$30,162.00	\$2.05	\$41,221.40
	6	6	Curb & Gutter, Type CG-1	LF	134	\$32.00	\$4,288.00	\$63.00	\$8,442.00	\$48.00	\$6,432.00
	7	7	Curb & Gutter, Type CG-2	LF	38	\$30.00	\$1,140.00	\$73.00	\$2,774.00	\$48.00	\$1,824.00
	8	8	Demolition and Removal	LS	1	\$150,000.00	\$150,000.00	\$40,000.00	\$40,000.00	\$63,500.00	\$63,500.00
	9	9	Driveway, 6-Inch KCCMB 4K Concrete	SY	1167	\$70.00	\$81,690.00	\$80.00	\$93,360.00	\$82.00	\$95,694.00
	10	10	Driveway, 8-Inch KCCMB 4K Concrete	SY	193	\$90.00	\$17,370.00	\$90.00	\$17,370.00	\$135.00	\$26,055.00
	11	11	Embankment	CY	36	\$7.50	\$270.00	\$8.25	\$297.00	\$55.00	\$1,980.00
	12	12	Erosion Control Device - Straw Wattles	LF	85	\$125.00	\$10,625.00	\$4.00	\$340.00	\$3.00	\$255.00
	13	13	Mobilization	LS	1	\$180,000.00	\$180,000.00	\$56,000.00	\$56,000.00	\$200,000.00	\$200,000.00
	14	14	Pavement, Asphalt, 2-Inch Surface-APWA Type 5	TONS	4139	\$9.75	\$40,355.25	\$72.75	\$301,112.25	\$94.00	\$389,066.00
	15	15	Pavement, Asphalt, 4-Inch Base-APWA Type 5	SY	11149	\$14.50	\$161,660.50	\$15.75	\$175,596.75	\$17.26	\$192,431.74
	16	16	Pavement, Asphalt, 6-Inch Field Entrance-APWA Type 5	SY	86	\$14.00	\$1,204.00	\$50.00	\$4,300.00	\$81.10	\$6,974.60
	17	17	Pavement Marking, High Build Paint (4" White)	LF	17453	\$0.85	\$14,835.05	\$0.25	\$4,363.25	\$0.17	\$2,967.01
	18	18	Pavement Marking, High Build Paint (4" Yellow)	LF	17939	\$0.85	\$15,248.15	\$0.25	\$4,484.75	\$0.17	\$3,049.63
	19	19	Pavement Marking, Preformed Thermoplastic (24" White)	LF	100	\$24.00	\$2,400.00	\$20.25	\$2,025.00	\$22.00	\$2,200.00
	20	20	Pavement Marking, Preformed Thermoplastic (Left/Right Arrow)	EA	10	\$300.00	\$3,000.00	\$202.00	\$2,020.00	\$220.00	\$2,200.00
	21	21	Pavement Marking, Preformed Thermoplastic (6" White)	LF	171	\$12.00	\$2,052.00	\$6.00	\$1,026.00	\$6.60	\$1,128.60
	22	22	Pavement Marking, Preformed Thermoplastic (12" Diagonal Yellow)	LF	40	\$10.00	\$400.00	\$10.50	\$420.00	\$11.00	\$440.00
	23	23	Pavement Patch or Repair	TONS	207	\$120.00	\$24,840.00	\$90.00	\$18,630.00	\$175.00	\$36,225.00
	24	24	Seed, Permanent	AC	2	\$1,800.00	\$3,600.00	\$1,950.00	\$3,900.00	\$2,650.00	\$5,300.00
	25	25	Sidewalk - 4" KCCMB 4K Concrete	SY	35.3	\$50.00	\$1,765.00	\$57.00	\$2,012.10	\$120.00	\$4,236.00
	26	26	Signs, Remove/Reset	EA	16	\$150.00	\$2,400.00	\$186.50	\$2,984.00	\$204.00	\$3,264.00
	27	27	Siren Relocation	EA	1	\$2,500.00	\$2,500.00	\$12,500.00	\$12,500.00	\$11,000.00	\$11,000.00
	28	28	Sod	SY	1831	\$10.00	\$18,310.00	\$6.50	\$11,901.50	\$9.00	\$16,479.00
	29	29	Pipe, 12-INCH HDPE	LF	654	\$40.00	\$26,160.00	\$50.25	\$32,863.50	\$106.00	\$69,324.00
	30	30	Pipe, 20-INCH HDPE	LF	32	\$75.00	\$2,400.00	\$63.00	\$2,016.00	\$214.00	\$6,848.00
	31	31	Traffic Control - Temporary	LS	1	\$30,000.00	\$30,000.00	\$11,085.00	\$11,085.00	\$12,100.00	\$12,100.00
	32	32	Unclassified Excavation	CY	4872	\$12.00	\$58,464.00	\$27.75	\$135,198.00	\$21.77	\$106,063.44
Alternate Bid - Hawthorn Ridge Improvements						\$217,988.15		\$242,247.40		\$274,005.04	
	1a	1	Aggregate Base, 9-Inch MoDOT Type 1	SY	2477	\$15.00	\$37,155.00	\$12.50	\$30,962.50	\$15.55	\$38,517.35
	2a	2	Borrow Material (Contrator Furnished)	CY	257	\$25.00	\$6,425.00	\$28.00	\$7,196.00	\$22.00	\$5,654.00
	3a	3	Cold Milling	SY	4311	\$22.00	\$94,842.00	\$1.50	\$6,466.50	\$2.05	\$8,837.55
	4a	4	Driveway, 6-Inch-KCCMB 4K Concrete	SY	-120	\$70.00	(\$8,400.00)	\$80.00	(\$9,600.00)	\$75.00	(\$9,000.00)
	5a	5	Embankment	CY	257	\$7.50	\$1,927.50	\$8.25	\$2,120.25	\$11.00	\$2,827.00
	6a	6	Pavement, Asphalt, 2-Inch Surface-APWA Type 5	SY	996	\$9.75	\$9,711.00	\$72.75	\$72,459.00	\$94.00	\$93,624.00
	7a	7	Pavement, Asphalt, 4-Inch Base-APWA Type 5	SY	-127	\$14.50	(\$1,841.50)	\$15.50	(\$1,968.50)	\$17.00	(\$2,159.00)
	8a	8	Pavement, Asphalt, 6-Inch Base-APWA Type 5	SY	2477	\$14.00	\$34,678.00	\$25.70	\$63,658.90	\$25.89	\$64,129.53
	9a	9	Pavement Marking, High Build Paint (4" White)	LF	700	\$0.85	\$595.00	\$0.25	\$175.00	\$0.17	\$119.00
	10a	10	Pavement Marking, High Build Paint (4" Yellow)	LF	2539	\$0.85	\$2,158.15	\$0.25	\$634.75	\$0.17	\$431.63
	11a	11	Pavement Marking, Preformed Thermoplastic (Left/Right Arrow)	EA	12	\$300.00	\$3,600.00	\$202.00	\$2,424.00	\$220.00	\$2,640.00
	12a	12	Pavement Marking, Preformed Thermoplastic (12" Diagonal Yellow)	LF	207	\$10.00	\$2,070.00	\$15.00	\$3,105.00	\$16.00	\$3,312.00
	13a	13	Pavement Patch or Repair, 6" APWA Type 1	TONS	50	\$120.00	\$6,000.00	\$90.00	\$4,500.00	\$175.00	\$8,750.00
	14a	14	SEED, Permanent	AC	0.5	\$1,800.00	\$900.00	\$1,950.00	\$975.00	\$2,650.00	\$1,325.00
	15a	15	Pipe, 12-inch HDPE	LF	142	\$40.00	\$5,680.00	\$50.25	\$7,135.50	\$100.00	\$14,200.00
	16a	16	Unclassified Excavation	CY	1874	\$12.00	\$22,488.00	\$27.75	\$52,003.50	\$21.77	\$40,796.98
Total Bid:						\$1,292,946.98		\$1,399,234.50		\$1,785,400.21	

**DEVELOPMENT AGREEMENT BETWEEN
CLAYTON PROPERTIES GROUP, INC. DBA SUMMIT HOMES AND THE CITY OF
LEE'S SUMMIT, MISSOURI FOR THE HAWTHORNE RIDGE SUBDIVISION
DEVELOPMENT**

THIS AGREEMENT ("**Agreement**") is made this 14th day of June, 2018__, by and between Clayton Properties Group, Inc. DBA Summit Homes, a corporation (the "**Developer**"), and the City of Lee's Summit, Missouri, a municipal corporation ("**City**").

WHEREAS, on November 8, 2016, the Planning Commission concluded a public meeting for Application #PL2016-172, for a preliminary plat of approximately 80 acres of land generally lying south side of SW Hook Rd, approximately ¼ mile east of SW Pryor Rd , on property legally described in **Exhibit A** ("**Property**"), owned by the Developer, which will be developed as the Hawthorne Ridge Subdivision (Originally referred to and approved as 'Arborwalk North') ("**Development**") as shown in **Exhibit B**, a map of the preliminary plat;

WHEREAS, following the public meeting for the Preliminary Plat, the Planning Commission voted to approve the application for the Development subject to the Developer entering into a development agreement with the City to provide for the certain Improvements, as defined below, necessary for the Development;

WHEREAS, in satisfaction of the City Council's condition of approval, the Developer and the City now desire to enter into this Agreement;

WHEREAS, the parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions; and

WHEREAS, the City has a capital improvement project along Hook Road within the vicinity of the Developer's obligations conditioned in this Agreement and in the Capital Improvement Plan and coordination between the Developer's Improvements and City's Hook Road Capital Improvement Project are mutually desired and may be facilitated as defined herein; and

WHEREAS, the parties have freely negotiated in good faith and this Agreement reflects the desires of the parties.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Words or terms not defined elsewhere in this Agreement shall have the following definitions:

- A. **"Certificate of Final Acceptance"** as defined in the Design and Construction manual as adopted by the City of Lee's Summit.
- B. **"Certificate of Substantial Completion"** as defined in the Design and Construction manual as adopted by the City of Lee's Summit
- C. **"City Engineer"** shall mean the City Engineer or their designated representative.
- D. **"Developer"** shall mean Clayton Properties Group, Inc. DBA Summit Homes, or its successors and assigns in the Property.
- E. **"Improvements"** shall mean the following Road Improvements and Sanitary Sewer Improvements that are to be financed, designed, engineered, and constructed by the Developer in the manner set forth in this Agreement:

"Road Improvements":

1. Construct an eastbound right-turn lane along SW Hook Road at the proposed intersection of SW Arborridge Drive. The right-turn lane shall be at least 150 feet in length plus taper.
2. Construct an eastbound right-turn lane along SW Hook Road at the proposed intersection of SW Arbor Valley Terrace. The right-turn lane shall be at least 150 feet in length plus taper.
3. Construct a westbound left-turn lane along SW Hook Road at the proposed intersection of SW Arborridge Drive. The left-turn lane shall be at least 200 feet in length plus taper.
4. Construct a westbound left-turn lane along SW Hook Road at the proposed intersection of SW Arbor Valley Drive. The left-turn lane shall be at least 200 feet in length plus taper.

"Sanitary Sewer Improvements":

5. Install approximately 2512 linear feet of 15-inch and approximately 669 linear feet of 12-inch sanitary sewer and all related appurtenances from existing City manhole #50-074 to a point along the western boundary of the Hawthorne Ridge, 1st Plat as shown on the associated sanitary sewer engineering plans.

- F. **"City Project"** shall mean the Hook Road Shoulder Project listed in the City's Capital Improvement Plan.
- G. **"Preliminary Plat"** shall mean the plat approved by Planning Commission on November 8, 2016.
- H. **"Staff"** shall mean employees of the City of Lee's Summit.

2. **Developer's Option for City to Construct Road Improvements.** Pursuant to the terms set forth in this Section 2, Developer may, at Developer's sole option, elect to have the City construct the Road Improvements in coordination with the City Project at the Developer's cost, or Developer may elect to construct the Road Improvements ("Option").

A. **City to Design, Engineer, and Bid City Project and Road Improvements.** The City shall design, engineer and procure a bid for the construction of the City Project ("Bid"). The Bid shall include line items as an alternate for construction of the Road Improvements ("Alternate Work"). The City shall promptly provide Developer a copy of the bid response to be awarded the contract for the City Project ("Winning Bid") so Developer may review the Winning Bid and elect Developer's Option.

B. **Developer's Option.** After Developer's receipt of the Winning Bid, Developer shall have ten (10) business days to review the Winning Bid and elect Developer's Option in writing. If Developer fails to notify the City in writing of Developer's decision within this ten day period, the City may assume that Developer has elected to construct the Road Improvements according to the terms set forth in paragraph 3. Such written election shall be incorporated into this Agreement without further action of the parties.

C. **Developer Elects Option for City to Construct Road Improvements.** If Developer elects to have City construct the Road Improvements, then Developer shall deposit with the City cash, certified check, or an irrevocable letter of credit in a sum equal to the Bid price of the Alternate Work plus 10% for potential construction change orders as may be necessary to complete the Alternate Work ("Deposit"). Any irrevocable letter of credit shall be in a form approved by the City's Director of Finance. Twenty percent of the Deposit shall be due within ten business days of Developer's written election, and the remainder of the Deposit is due within five business days of the date that a fully executed copy of the contract for the City Project is presented to Developer. In no event will the City be required to perform any work under this Agreement before the Deposit is posted. If Developer fails to post the Deposit in the manner required by this Agreement the City may immediately terminate this Agreement.

In the event that any part of the Deposit is in the form of an irrevocable letter of credit, the City will provide monthly invoices to Developer for the cost of the Alternate Work, including any approved change orders necessary for the construction of the Alternate Work. Payments for these invoices are due within fifteen days and are payable at: Director of Finance, 220 SE Green Street, Lee's Summit, Missouri, 64063. Any irrevocable letters of credit posted under this section shall secure payment of the amounts due under this Agreement. Further, an irrevocable letter of credit must be in force until all amounts due under this Agreement are paid in full. All irrevocable letters of credit shall contain an evergreen provision requiring the posting of a substitute irrevocable letter of credit prior to the expiration of the then current irrevocable letter of credit.

Provided, however, if the actual cost to construct the Road Improvements (including the cost of any approved change orders) is less than the Deposit, then the City shall return to Developer any excess cash amount within thirty days of final acceptance of the City Project that includes the Road Improvements, and acknowledge the Developer's full payment of the actual construction costs of the Road Improvements. The Developer shall be responsible for any construction costs related to the Road Improvements that exceed the amount of the Deposit, and the City shall be required to finish the Road Improvements and collect any balance of amount that exceeds the Deposit from Developer based on the provisions and schedule for initial Deposit.

3. **Requirements for Improvements.** Unless otherwise specified herein, the provisions set forth in this Section 3, "Requirements for Improvements" shall be applicable to the financing, design, engineering and construction of the Improvements to be constructed by the Developer as required by this Agreement.
 - A. **Requirement to design, engineer and construct.** The Developer, at its sole cost and expense, shall design, engineer and construct the Improvements. The City shall issue Building Permits for structures in the Development pursuant to the schedule set forth in Section 4, "Timing of Issuance of Building Permits" below.
 - B. **Construction Costs.** All costs associated with designing, engineering and constructing the Improvements shall be paid by the Developer. No cost shall be paid by the City for designing, engineering, constructing or managing the construction of any of the Improvements except as may be permitted for Road Improvements managed by the City at the Developer's Option provided in Section 2.
 - C. **Applicable Standards and Approvals.** The Improvements shall be designed, engineered, constructed, placed into service and dedicated to the City in accordance with the ordinances of the City, including, but not limited to, the City's Design and Construction Manual then in effect at the time the Improvements are constructed, and any other applicable rules, requirements and standards established by the City. All such work shall be done in good and workmanlike manner. The Developer shall be responsible for obtaining approval for any portion of the Improvements that require approval of another jurisdiction. The City agrees to cooperate in good faith with the Developer in obtaining said required approvals from other jurisdictions for the Improvements.
 - D. **Project Schedule.** Prior to the construction of the Improvements the Developer shall submit to the City Engineer a proposed Project Schedule for the Improvements to be constructed by the Developer. No permits will be issued for the Development until the schedule has been reviewed by the City Engineer and staff of departments directly impacted by the timing of the Improvements. If conflicts with the schedule are determined, staff shall return the schedule with comments, to be resubmitted by the Developer. The Developer shall be notified once it is determined that no conflicts exist with the schedule. The Project Schedule shall be incorporated into this

Agreement by addendum, and no action of the City Council will be required to incorporate the schedule.

E. Design Phase. The Developer shall submit all preliminary design documents to the City for approval before proceeding with the construction of the Improvements. On the basis of such approved preliminary design documents, the Developer shall:

- (1) Prepare detailed drawings, plans, design data, and estimates to show the character and scope of the work to be performed by contractors for all Improvements ("**Plans**").
- (2) Furnish to the City Engineer copies of such Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Improvements.
- (3) Furnish the number of approval copies of the final Plans for the Improvements as the City may require.
- (4) Ensure that the Plans conform to federal and state laws and City ordinances and regulations.

All final Plans shall be presented to the City Engineer for approval, and no action of the City Council will be required to incorporate the final Plans into this Agreement.

F. Construction. The Developer will construct all the Improvements the Developer is obligated to complete in accordance with this Agreement according to the approved Plans. The Developer shall maintain, at its sole cost and expense, the Improvements for which the Developer is responsible until such time as said Improvements are accepted by the City Engineer pursuant to Section 3.J, "Dedication" of this Agreement. The Developer shall not do or permit others under it to do any work related to the construction of the Improvements until the Developer has paid for all required City and other governmental required permits and authorizations.

G. Right of Way Acquisition.

- (1) The Developer shall be responsible for acquiring or negotiating for the donation of all right-of-way or easements that are needed to construct the Improvements, including all necessary temporary construction easements, for such Improvements the Developer has responsibility.
- (2) In the event that the Developer is unable, after good faith negotiations, to acquire some or all of the right-of-way or easements necessary for those Improvements over which the City exercises jurisdiction, the Developer may submit a request to the City in the manner prescribed by Section 27, "Notice" below requesting that the City use its authority to acquire the property interests necessary for the Improvements. The City will respond to such a

request within thirty (30) days of receipt of same, and in such response the City will indicate whether it agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction. The City is not obligated to use its authority to assist in the acquisition of property interests necessary for the Improvements.

- (3) In the event the City agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction, prior to beginning any work to acquire said right-of-way or easements, the Developer shall first execute an Acquisition Funding Agreement with the City which provides for the terms and conditions under which the Developer will place all estimated Acquisition Costs in escrow with the City prior to commencement of condemnation for right-of-way or easements. The Acquisition Costs shall include, but shall not be limited to: the actual price paid for all right-of-way or easements, whether determined by negotiation or eminent domain; expenses related to the establishment of acquisition values of right-of-way or easements, including appraisals; legal fees, other expenses paid to third parties, and expenses incurred by the City related to acquisition of right-of-way or easements, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the right-of-way or easements. The Acquisition Funding Agreement shall obligate the Developer to reimburse the City in full for all Acquisition Costs that result from the City's use of its authority to acquire any portion of the Improvements.
- (4) The Developer shall dedicate or convey, as applicable, to the City, at no cost to the City, all property interests owned by the Developer which are necessary for the Improvements.

H. Utility Relocation. The parties agree that all costs associated with relocating any existing utilities from any existing public or private easement, as a result of construction of the Improvements by Developer, shall be paid by the Developer, and are not the responsibility of the City. The parties agree that all costs associated with relocating any existing utilities from any existing right-of-way as a result of the Developer's construction of the Improvements, which are not paid by a utility company, shall be paid by the Developer and are not the responsibility of the City.

I. Inspections and Revisions. The Developer agrees to permit City employees, agents and contractors to inspect, observe, and oversee the construction of all Improvements in order to ascertain and determine that the standards of the City have been met. The Developer shall obtain the City Engineer's approval of all revisions materially altering the design or specifications of the Improvements.

- J. Dedication. Upon completion, inspection and approval of the Improvements by the City, the Developer will dedicate the Improvements to the City, for its use, operation and maintenance. The City shall be under no obligation to accept the dedication or conveyance of any Improvements constructed pursuant to this Agreement until it has been inspected and approved to the satisfaction of the City Engineer. Upon written notice of the inspection and approval of the City Engineer, the Developer agrees to convey all the Improvements to the City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar.

4. Timing of Issuance of Building Permits.

- A. Residential Building Permits will not be issued until either a Certificate of Substantial Completion or a Certificate of Final Acceptance has been issued for the Improvements as outlined in Section 1. Definitions, except as provided in Section 4.B.
- B. Substantial Completion of the Road Improvements shall not be required for the issuance of Residential Building Permits to the extent such Road Improvements will be completed by the City as part of the City Project at the Developer's Option and the Developer's Deposit has been received and accepted by the City.

5. Indemnification.

- A. General Indemnity. The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, or omission of the Developer or its officers, agents, employees, or subcontractors, to the extent such loss or injury arises out of or is related to the performance of this Agreement; provided, however, that the Developer need not save harmless the City from claims, demands, losses and expenses arising out of or to the extent caused by the sole negligence of the City, its employees or agents. This indemnification obligation shall survive the termination or expiration of this Agreement.
- B. No Limitations or Waiver. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or

by a limitation of the amount or type of damages or compensation payable by or for the Developer under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by the Developer. The City does not, and shall not, waive any rights against the Developer which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by the Developer, of any of the insurance policies described in this Agreement. In addition, the parties agree that this indemnification by the Developer shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

- C. Notification of Claims. With respect to any claims which are subject to indemnity hereunder, the Developer shall immediately notify the City of any and all claims filed against the Developer or the Developer and the City jointly, and shall provide the City with a copy of the same. Such notice shall be given in the manner prescribed by Section 26, "Notice" of the Agreement.
- D. Use of Independent Contractors. The fact that the Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.

6. Insurance.

- A. General Provisions. Prior to commencing construction of the Improvements, the Developer shall file with the City evidence of liability insurance that is consistent with the requirements of the City's Design and Construction Manual and in the amounts set forth below.
- B. Limits and Coverage. Bodily Injury and Property Damage, Commercial General Liability Coverage – Occurrence Form unless otherwise agreed by the City:
 - (1) Commercial General Liability: Minimum \$2,000,000 each occurrence limit for bodily injury and property damage; \$2,000,000 policy aggregate; \$2,000,000 products and completed operations aggregate.
 - (2) Automobile Liability: Minimum \$2,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.
 - (3) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability \$1,000,000 each occurrence.
 - (4) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of \$2,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

The following endorsements shall attach to the policy:

- (1) The policy shall cover personal injury as well as bodily injury.
- (2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (3) Broad form property damage liability shall be afforded.
- (4) The City shall be listed as an additional insured.
- (5) Standard form of cross-liability shall be afforded.
- (6) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

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 Chapter 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.

- C. Use of Contractors and Subcontractors. The Developer shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Section and the City's Design and Construction Manual. Said insurance shall be maintained in full force and effect until the completion of construction of the Improvements, and issuance of a Certificate of Substantial Completion by the City or MoDOT, as appropriate.
- D. Workers' Compensation. The Developer shall ensure that all contractors or subcontractors performing work for the Developer obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, the Developer shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the City from any and all claims arising out of occurrences during construction of the Improvements. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City as a result of the failure of either the Developer or any contractor or subcontractor of the Developer to obtain and maintain such insurance. The Developer further waives its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Agreement. The Developer shall provide the City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.

7. **Bonds.** The Developer shall, or shall ensure that its contractors shall, provide for the following bonds for the Improvements and all other public infrastructure improvements that are constructed by the Developer and dedicated to the City.
- A. **Performance Bond.** Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Performance Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Performance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
 - B. **Payment Bonds.** Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Payment Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful payment of the provisions, terms and conditions of the construction contract. The Payment Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
 - C. **Maintenance Bonds.** Prior to acceptance and dedication of the Improvements, the Developer shall, or shall ensure that its contractors shall, provide a Maintenance Bond in a form approved by the City Attorney, in an amount equal to fifty percent (50%) of the cost of the Improvements as approved by the City Engineer, which shall be in effect for a term of three (3) years from the date that the City issues a Certificate of Substantial Completion for such Improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Maintenance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
 - D. **Indemnity for Failure to Provide Bonds.** The Developer shall indemnify the City and its officers and employees for any damage or loss incurred or sustained by the City, its officers or employees, as a result of the failure of the Developer or its contractors to provide the bonds set forth in this Section.
8. **Prevailing Wage.** To the extent required by law, the Developer, and all contractors and subcontractors performing work for or on behalf of the Developer with respect to the Improvements, shall pay wages in accordance with, and in all respects comply with, Missouri's Prevailing Wage Law (Sections 290.210 – 290.340, RSMo.) and all other laws relating to the payment of wages. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City with regard to the failure of the Developer or any contractor or subcontractor to pay prevailing wages as required by law or this Agreement. The Developer shall submit sufficient information to the

City's Director of Finance to allow City staff to verify that the Developer, and its contractors and subcontractors, have complied with prevailing wage laws and regulations.

9. **Remedies**. Each party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting parties hereto, the non-defaulting party shall have the right to enforce specific performance of this Agreement against the defaulting party, and such non-defaulting party shall, to the extent permitted by law, be entitled to its reasonable costs, attorneys' fees and court costs in connection with such enforcement.
10. **Rights and Remedies Non-Exclusive**. No right or remedy conferred upon or reserved to any party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.
11. **Non-Waiver**. No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
12. **Applicable Law**. This Agreement shall be governed by and construed according to the laws of the State of Missouri.
13. **Venue**. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, and the parties expressly waive any rights to venue inconsistent therewith.
14. **City Requirements and Prior Approval**. The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's Unified Development Ordinance, the Design and Construction Manual, and all planning or infrastructure requirements related to the development of the Property. The Developer acknowledges and agrees that the City is not, and shall not be, in any way liable for damages, losses or injuries that may be sustained as a result of the City's review and approval of any Plans or Plats of or relating to the Development, the Property or the Improvements, or as a result of the issuance of any approvals, permits, certificates or acceptances for the development or use of any portion of the Development, the Property or the Improvements. The Developer further acknowledges and agrees that the City's review and approval of any such Plans or Plats and the issuance of any such approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, licensees or any third party, against damage or injury of any kind at any time. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development.
15. **Recording and Binding Effect**. No building permits shall be issued for any structure in the development until the agreement has been fully executed. The City shall file a copy of this

Agreement or a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri ("Office"). This Agreement shall run with the land and be binding on and inure to the benefit of the parties and their respective legal representatives, successors in interest, successors and assigns. Upon certification by the City Engineer of the completion of the Developer's obligations under this Agreement, the City Manager, in his sole discretion, may execute, on behalf of the City, a document suitable for recording in the Office, in such form as is approved by the City Attorney that acknowledges the completion of the Developer's obligations under the Agreement.

16. **Time of Essence.** Time is of the essence with respect to the duties and obligations set forth herein.
17. **Estoppel Letter.** Upon request by Developer made from time to time, the City shall prepare and deliver to Developer an estoppel letter confirming for the benefit of any purchaser or lender whether the Developer is or is not in default under this Agreement and verifying the status of Developer's performance of its obligations under this Agreement.
18. **Representations.** The Developer represents that it owns the property described in **Exhibit A** on the date that this Agreement is executed. Each party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other party that is the subject of this Agreement. The parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions.
19. **No Waiver of Breach.** No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
20. **Rules of Construction.** Each party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the advisability of agreeing to the provisions herein. Because each party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.
21. **Assignment.** The Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other parties, which consent shall not be unreasonably withheld. The Developer shall request the assignment of the Agreement, with the consent of the City, to any person, firm, corporation, or entity to which any ownership interest in the Property is transferred after the date of execution of this Agreement.

22. **Entire Agreement.** This Agreement and the acts provided for herein is the entire agreement between the parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all parties.
23. **Exhibits.** All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
24. **Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to modify, expand or limit the scope of any provision of the Agreement.
25. **Severability.** Any provision of this Agreement which is not enforceable according to law will be severed herefrom, and the remaining provisions shall be enforced to the fullest extent permitted by law.
26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
27. **Notice.** Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

City Manager
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

With a copy to:

City Attorney
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

Notices to Developer shall be addressed to:

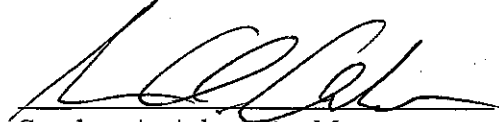
David Price
Clayton Properties Group, INC. DBA Summit Homes
120 SE 3rd St
Lee's Summit, MO 64082

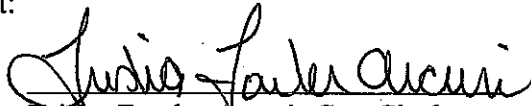
Correct address:
120 SE
30th Street
LSMO 64082
(6/19/2018)

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

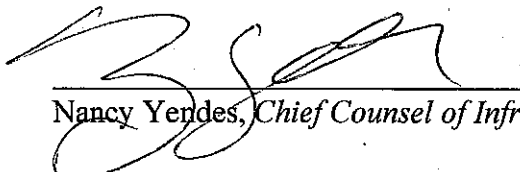
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.


CITY OF LEE'S SUMMIT, MISSOURI

By: 
Stephen A. Arbo, *City Manager*

Attest:

Trisha Fowler Arcuri, *City Clerk*

Approved as to form:


Nancy Yendes, *Chief Counsel of Infrastructure and Planning*

 (DEVELOPER)

By: David W. Price
Its: Assistant Secretary

Notary for City of Lee's Summit

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 14th day of June, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Julie C. Pryor
NOTARY PUBLIC

My Commission Expires:

4-9-2020

[SEAL]



JULIE C. PRYOR
My Commission Expires
April 9, 2020
Jackson County
Commission #12517227

Notary for Clayton Properties Group Inc., dba Summit Homes

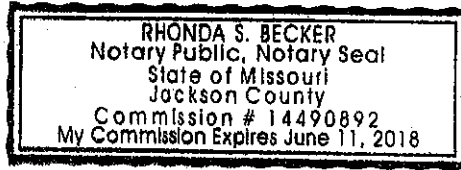
STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 30th day of March, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David W Price, the Assistant Secretary of Clayton Properties Group Inc who is personally known to me to be the same person who executed the within instrument on behalf of Clayton Properties Group Inc and such person duly acknowledged the execution of the same to be the act and deed of Clayton Properties Group, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Rhonda S Becker
NOTARY PUBLIC

My Commission Expires:
June 11, 2018



[SEAL]

END OF DOCUMENT

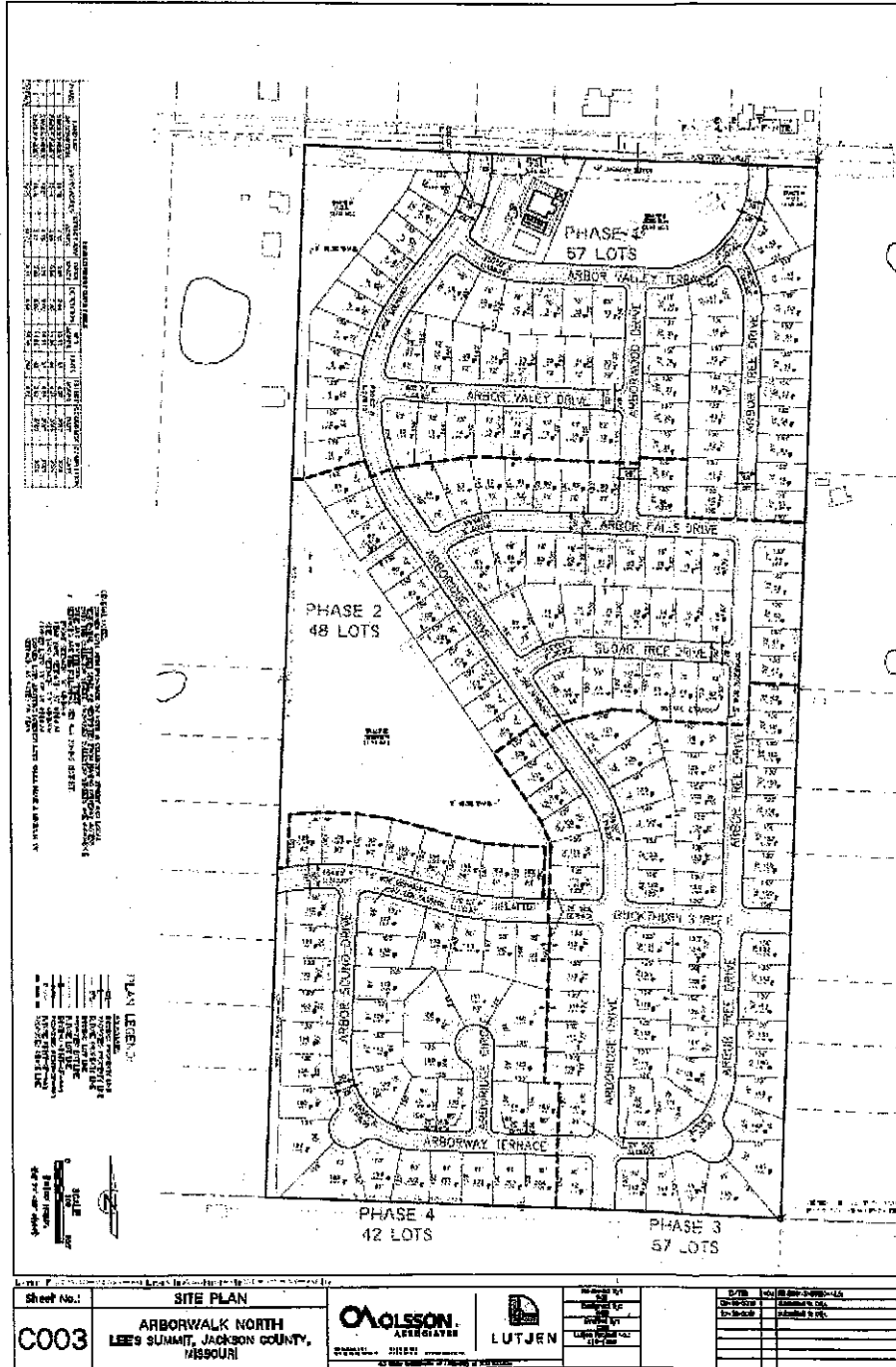
EXHIBIT A

LEGAL DESCRIPTION FOR PROPERTY

Part of the East Half of the Northwest Quarter of Section 25, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Beginning at the Center of said Section 25; thence North 87°46'49" West, along the South line of said Northwest Quarter, 1,326.64 feet to the Southwest corner of said East Half; thence North 02°27'15" East, along the West line of said East Half, 2,613.65 feet to a point on the South right-of-way line of SW Hook Road, as now established; thence Easterly, along said South right-of-way line, along a curve to the right, having an initial tangent bearing of South 80°28'37" East with a radius of 470.00 feet, a central angle of 04°08'23" and an arc distance of 33.96 feet; thence Easterly, continuing along said South right-of-way line, along a curve to the left, having a common tangent with the last described course with a radius of 830.00 feet, a central angle of 11°15'17" and an arc distance of 163.04 feet; thence South 87°35'31" East, continuing along said South right-of-way line, 873.16 feet; thence Easterly, continuing along said South right-of-way line, along a curve to the left, having an initial tangent bearing of South 87°35'30" East with a radius of 830.00 feet, a central angle of 10°48'20" and an arc distance of 156.53 feet; thence South 87°45'42" East, continuing along said South right-of-way line, 95.80 feet to a point on the East line of said Northwest Quarter; thence South 02°18'36" West, along said East line, 2,602.91 feet to the Point of Beginning. Containing 3,431,335 square feet or 78.77 acres, more or less.

EXHIBIT B

MAP OF THE PRELIMINARY PLAT



Sheet No.: C003	SITE PLAN ARBORWALK NORTH LEE'S SUMMIT, JACKSON COUNTY, MISSOURI	MOLSSON ARCHITECTS	LUTJEN	DATE: 10/15/03	BY: [Signature]
----------------------------------	---	------------------------------	---------------	--------------------------	---------------------------

March 18, 2019

Erin Ralovo, P.E.
Staff Engineer
Public Works Engineering Division
Lee's Summit, Missouri 64063

Dear Mrs. Ralovo,

We received the attached Bid that you provided for the Alternate Work as set forth in Section 2. A. of the "DEVELOPMENT AGREEMENT BETWEEN CLAYTON PROPERTIES GROUP, INC. DBA SUMMIT HOMES AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE HAWTHORN RIDGE SUBDIVISION DEVELOPMENT dated June 14, 2018 (the "Agreement").

Pursuant to Section 2. B. of the Agreement we have reviewed the Bid and this letter shall serve as written notice that we have decided to Elect Option for City of Lee's Summit, Missouri to Construct Road Improvements.

While we agree with your letter that the Deposit required with the election above shall equal the Bid price of the Alternate Work plus 10%, according to Section 2. C. page 3 of the Agreement twenty percent of the deposit is due within 10 business days of Developer's written election (not twenty five percent with our letter of acceptance as your letter states). Please advise as soon as possible.

The remainder of the deposit is as you stated in your letter due within five business days of the Date that a fully executed contract is presented to us.

We will proceed to submit the deposit per the Agreement.

Sincerely,



Zalman M. Kohen
Chief Operating Officer

Copy to: City Manager
City Attorney
Zalman M. Kohen
David W. Price

Life happens here.

Packet Information

File #: TMP-1179, **Version:** 1

An Ordinance awarding Bid No. 40252086-2 for the Landfill Closure Construction to Phillips Hardy, Inc. in the amount of \$3,561,261.50 and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An Ordinance awarding Bid No. 40252086-2 for the Landfill Closure Construction to Phillips Hardy, Inc. in the amount of \$3,561,261.50 and authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- Upon final acceptance of trash at the landfill, there are regulatory requirements for start and completion of closure activities.
- Funds for closure were set aside during the years of active landfill operation, and those funds are available for the closure construction.
- The requested amount includes the Base Bid and Alternates numbered 40, 41, and 42.

Proposed Committee Motion:

I move to recommend approval to City Council an Ordinance awarding Bid No. 40252086-2 for the Landfill Closure Construction to Phillips Hardy, Inc. in the amount of \$3,561,261.50 and authorizing the City Manager to enter into an agreement for the same.

Background:

Summit Waste Systems has indicated the final acceptance of trash is approximately April 1, 2019. MDNR has regulatory requirements for start and completion of closure activities based on the last acceptance of trash.

City Staff has initiated the first steps of closure, as required by MDNR, that include expanding the gas management system and building the final earthen landfill cover / cap. The gas collection system is necessary to extract methane gas from the landfill that is created by the natural, bacterial decomposition of waste. A contract is in place to expand the gas management system prior to the soil closure cap.

The purpose of landfill cover is to separate waste from humans, animals, and contact with the environment. It provides a permanent barrier to minimize post-closure leachate production reducing operation costs. This contract is to complete the closure activity with a soil cap. The goal is to have the landfill cover established by the end of the year.

An additional contract will be presented to provide the construction observation required by regulators to ensure proper construction of the landfill cover. Those observation services will require a professional engineering firm that specializes in this type of work to observe the placement of soil and provide a certified report that the soil cover was properly installed.

Following closure, the City will enter the post-closure phase that will incur on-going costs to the City to

monitor the landfill. Those costs include monitoring and maintaining the gas collections system, make any necessary repairs to the landfill cover, regulatory reporting, etc.

Impact/Analysis:

Timeline:

Start: May 15, 2019

Substantial Completion: October 15, 2019

Other Information/Unique Characteristics:

Public Works Engineering issued Bid No. 40252086-2 for the Landfill Closure Construction on February 8, 2019. The bid was advertised on the City's website and potential bidders were notified through www.QuestCDN.com. A pre-bid meeting was held on February 19, 2019. Fourteen (14) contractors reviewed plans and Fifteen (15) attended the pre-bid meeting. Seven (7) bids were received with Phillips Hardy, Inc. having the low bid. City staff and SCS Engineers reviewed the qualifications and experience of Phillips Hardy, Inc. and they were deemed to have a qualified and responsive bid.

David Lohe, Supervisory Engineer

Recommendation: Staff recommends approval of an Ordinance awarding Bid No. 40252086-2 for the Landfill Closure Construction to Phillips Hardy, Inc. in the amount of \$3,561,261.50 and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AWARDED BID NO. 40252086-2 FOR THE LANDFILL CLOSURE CONSTRUCTION TO PHILLIPS HARDY, INC. IN THE AMOUNT OF \$3,561,261.50 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the landfill closure with a soil cap is part of the City's Missouri Department of Natural Resources permit requirements; and

WHEREAS, Public Works Engineering issued Bid No. 40252086-2 on February 8, 2019; and,

WHEREAS, Phillips Hardy, Inc. was determined to be the lowest qualified and responsible bidder by City staff; and,

WHEREAS, the contract amount includes the Base Bid and Alternates 40, 41, and 42 as shown in the contract documents.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the award of Bid No. 40252086-2 to Phillips Hardy, Inc., in the amount of \$3,561,261.50.

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of an agreement with Phillips Hardy, Inc. for the services contained in Bid No. 40252086-2 in an amount of \$3,561,261.50. Said contract is on file with the City of Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk, *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk, *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Council of Infrastructure and Planning
Nancy K. Yendes

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

And

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ City of Lee’s Summit, Missouri _____ (“Owner”) and
_____ Phillips Hardy Inc. _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The construction of final cover over an approximately 82-acre landfill, to include excavation of soil materials from borrow areas, placement of various soil layers on landfill surface, installation of geosynthetic components, erosion controls at landfill and in borrow areas, and establishment of vegetation in disturbed areas as well as all labor, materials, equipment, tools, superintendence, and any and all other services necessary to perform the work.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project No. 40252086-2 –Landfill Closure Construction

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by SCS Engineers (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before October 15, 2019, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before December 1, 2019.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$2,200 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$2,200 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition to that set out in this Section elsewhere within this Agreement, Contractor shall be liable to Owner for all other actual damages resulting from such delay or refusal to complete remaining Work including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item.

Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
1	Mobilization/demobilization	LS	1	\$ 235,000.00	\$ 235,000.00
2	Surveying	LS	1	\$ 22,000.00	\$ 22,000.00
3	Clear and grub Borrow Source A	AC	4.7	\$ 1,825.00	\$ 8,577.50
4	Clear and grub Browning 1	AC	31.6	\$ 350.00	\$ 11,060.00
5	Clear and grub Browning 2	AC	2.9	\$ 350.00	\$ 1,015.00
6	Clear and grub Browning 3	AC	8.9	\$ 350.00	\$ 3,115.00
7	Strip and stockpile topsoil Borrow Source A	AC	4.7	\$ 3,455.00	\$ 16,238.50
8	Strip and stockpile topsoil Browning 1	AC	31.6	\$ 2,550.00	\$ 80,580.00
9	Strip and stockpile topsoil Browning 2	AC	2.9	\$ 2,690.00	\$ 7,801.00
10	Strip and stockpile topsoil Browning 3	AC	8.9	\$ 2,265.00	\$ 20,158.50
11	Upgrade existing water crossing area	EA	3	\$ 2,100.00	\$ 6,300.00
12	Construct new temporary water crossing	EA	1	\$ 22,000.00	\$ 22,000.00
13	Construction fencing	LF	370	\$ 5.00	\$ 1,850.00
14	Erosion control - silt fencing	LF	20,000	\$ 1.46	\$ 29,200.00
15	Erosion control - rock checks	EA	15	\$ 660.00	\$ 9,900.00
16	Erosion control - wattles	EA	20	\$ 250.00	\$ 5,000.00
17	Erosion control - inlet protection	EA	1	\$ 220.00	\$ 220.00
18	Storm water control in Browning 1	LS	1	\$ 72,200.00	\$ 72,200.00
19	Sedimentation Basin C in Browning 3	LS	1	\$ 3,000.00	\$ 3,000.00
20	Clear and grub landfill surface	LS	1	\$ 20,000.00	\$ 20,000.00
21	Prepare landfill subgrade	LS	1	\$ 89,000.00	\$ 89,000.00
22	Settlement plates	EA	1,190	\$ 13.00	\$ 15,470.00
23	Install compacted soil cover layer (pre-Subtitle D area)	AC	69.4	\$ 12,570.00	\$ 872,358.00
25	Install uncompacted soil cover layer (pre-Subtitle D and Subtitle D areas)	AC	80.6	\$ 4,460.00	\$ 359,476.00
26	Extend manholes	EA	9	\$ 4,500.00	\$ 40,500.00
27	Perimeter channel (grading on the channel and relocation of any cut material)	LS	1	\$ 18,300.00	\$ 18,300.00
28	Borrow Source A reclamation	AC	4.7	\$ 1,150.00	\$ 5,405.00
29	Browning Property reclamation	AC	58.7	\$ 1,275.00	\$ 74,842.50
30	Establish vegetation on landfill area	LS	1	\$ 110,400.00	\$ 110,400.00
31	Establish vegetation on Browning Property borrow area	AC	58.7	\$ 2,525.00	\$ 148,217.50
32	Establish vegetation on Borrow Source A	LS	1	\$ 12,625.00	\$ 12,625.00
33	Repair leachate outbreaks	EA	2	\$ 2,500.00	\$ 5,000.00
34	Install compacted soil cover layer (Subtitle D cover with Geosynthetics)	AC	11.2	\$ 7,560.00	\$ 84,672.00
35	Install nominally compacted soil layer (1.5 foot thickness)	AC	11.2	\$ 10,450.00	\$ 117,040.00
36	Excavate and backfill anchor trench	LS	1	\$ 12,300.00	\$ 12,300.00
37	Provide and install 40-mil textured LLDPE geomembrane	SY	67,000	\$ 5.16	\$ 345,720.00
38	Provide and install 300-mil geocomposite	SY	67,000	\$ 7.46	\$ 499,820.00
39	Geocomposite Drain	LS	1	\$ 52,500.00	\$ 52,500.00
Total Base Bid Items (Items 1-23, 25-39)					\$ 3,438,861.50
Alternate Bid Items					
40-ALT	Barn Demolition	LS	1	\$ 3,000.00	\$ 3,000.00
41-ALT	Additional vegetation maintenance for one growing season	LS	1	\$ 102,400.00	\$ 102,400.00
42-ALT	Disposal of stockpiled trees	LS	1	\$ 17,000.00	\$ 17,000.00
43-ALT	Grinding of stockpiled trees	LS	0	\$ 35,000.00	\$ -
44-ALT	Install nominally compacted soil layer (1.0 foot thickness)	AC	0	\$ 7,000.00	\$ -
Total Alternate Bid Items Selected by City					\$ 122,400.00
Total Contract Amount					\$ 3,561,261.50

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities

are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ~~Engineer~~ Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment ~~monthly on or about the 1st day of each month~~ during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); ~~and, If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate as specified by Missouri State Statute, RSMo 34-057 of _____ percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. DELETED
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 9, inclusive).
 2. Performance bond (pages 1 to 3, inclusive).
 3. Payment bond (pages 1 to 3, inclusive).
 4. Other bonds (pages _____ to _____, inclusive).
 - a. Bid Bond (pages 1 to 2, inclusive).
 5. General Conditions (pages 1 to 66, inclusive).
 6. Supplementary Conditions (pages 1 to 4, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings consisting of 15 sheets with each sheet bearing the following general title:
Landfill Closure Construction.
 9. Addenda (numbers 1 to 2, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - b. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to

- establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Lee's Summit, Missouri _____

By: _____

Title: City Manager _____

Approved as to Form: _____

Title: Chief Council of Infrastructure and Planning _____

Address for giving notices:
220 SE Green Street
Lee's Summit, MO 64063

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Phillips Hardy Inc. _____

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

Landfill Closure Construction (#6116806)
Owner: Lee's Summit MO, City of
03/07/2019 11:00 AM CST

APPARENT LOW BIDDER

BASE BID				Engineer Estimate	Phillips Hardy Inc.	KAT Excavation, Inc.	Emery Sapp & Sons, Inc.	Ryan Incorporated Central	Hamm, Inc.	Veit & Company, Inc.	Clarkson Construction Company								
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension		
1	Mobilization/demobilization	LS	1	\$225,000.00	\$225,000.00	\$235,000.00	\$235,000.00	\$397,869.64	\$397,869.64	\$207,625.00	\$207,625.00	\$226,000.00	\$226,000.00	\$399,780.00	\$399,780.00	\$956,285.00	\$956,285.00	\$380,000.00	\$380,000.00
2	Surveying	LS	1	\$50,000.00	\$50,000.00	\$22,000.00	\$22,000.00	\$11,920.00	\$11,920.00	\$55,095.00	\$55,095.00	\$79,600.00	\$79,600.00	\$102,109.00	\$102,109.00	\$16,000.00	\$16,000.00	\$93,800.00	\$93,800.00
3	Clear and grub Borrow Source A	AC	4.7	\$10,000.00	\$47,000.00	\$1,825.00	\$8,577.50	\$7,000.00	\$32,900.00	\$7,260.00	\$34,122.00	\$4,530.00	\$21,291.00	\$4,654.00	\$21,873.80	\$10.00	\$47.00	\$9,040.00	\$42,488.00
4	Clear and grub Browning 1	AC	31.6	\$3,000.00	\$94,800.00	\$350.00	\$11,060.00	\$7,000.00	\$221,200.00	\$1,750.00	\$55,300.00	\$389.00	\$12,292.40	\$395.00	\$12,482.00	\$10.00	\$316.00	\$158.00	\$4,992.80
5	Clear and grub Browning 2	AC	2.9	\$2,000.00	\$5,800.00	\$350.00	\$1,015.00	\$2,000.00	\$5,800.00	\$3,240.00	\$9,396.00	\$505.00	\$1,464.50	\$395.00	\$1,145.50	\$10.00	\$29.00	\$575.00	\$1,667.50
6	Clear and grub Browning 3	AC	8.9	\$2,000.00	\$17,800.00	\$350.00	\$3,115.00	\$2,000.00	\$17,800.00	\$1,055.00	\$9,389.50	\$505.00	\$4,494.50	\$1,404.00	\$12,495.60	\$10.00	\$89.00	\$375.00	\$3,337.50
7	Strip and stockpile topsoil Borrow Source A	AC	4.7	\$4,840.00	\$22,748.00	\$3,455.00	\$16,238.50	\$3,354.00	\$15,763.80	\$5,660.00	\$26,602.00	\$3,200.00	\$15,040.00	\$4,434.00	\$20,839.80	\$4,200.00	\$19,740.00	\$4,200.00	\$19,740.00
8	Strip and stockpile topsoil Browning 1	AC	31.6	\$9,680.00	\$305,888.00	\$2,550.00	\$80,580.00	\$3,131.00	\$98,939.60	\$6,585.00	\$208,086.00	\$3,590.00	\$113,444.00	\$2,660.00	\$84,056.00	\$8,800.00	\$278,080.00	\$1,620.00	\$51,192.00
9	Strip and stockpile topsoil Browning 2	AC	2.9	\$4,840.00	\$14,036.00	\$2,690.00	\$7,801.00	\$600.00	\$1,740.00	\$4,520.00	\$13,108.00	\$2,650.00	\$7,685.00	\$3,412.00	\$9,894.80	\$3,200.00	\$9,280.00	\$4,310.00	\$12,499.00
10	Strip and stockpile topsoil Browning 3	AC	8.9	\$4,840.00	\$43,076.00	\$2,265.00	\$20,158.50	\$600.00	\$5,340.00	\$4,040.00	\$35,956.00	\$2,650.00	\$23,585.00	\$2,660.00	\$23,674.00	\$3,100.00	\$27,590.00	\$3,450.00	\$30,705.00
11	Upgrade existing water crossing area	EA	3	\$5,000.00	\$15,000.00	\$2,100.00	\$6,300.00	\$3,000.00	\$9,000.00	\$9,425.00	\$28,275.00	\$5,980.00	\$17,940.00	\$4,833.00	\$14,499.00	\$3,700.00	\$11,100.00	\$3,240.00	\$9,720.00
12	Construct new temporary water crossing	EA	1	\$10,000.00	\$10,000.00	\$22,000.00	\$22,000.00	\$6,000.00	\$6,000.00	\$12,870.00	\$12,870.00	\$8,900.00	\$8,900.00	\$24,623.00	\$24,623.00	\$11,000.00	\$11,000.00	\$13,000.00	\$13,000.00
13	Construction fencing	LF	370	\$4.00	\$1,480.00	\$5.00	\$1,850.00	\$6.00	\$2,220.00	\$2.80	\$1,036.00	\$6.85	\$2,534.50	\$47.00	\$17,390.00	\$3.00	\$1,110.00	\$5.00	\$1,850.00
14	Erosion control - silt fencing	LF	20000	\$1.65	\$33,000.00	\$1.46	\$29,200.00	\$2.50	\$50,000.00	\$1.92	\$38,400.00	\$3.10	\$62,000.00	\$3.00	\$60,000.00	\$1.25	\$25,000.00	\$2.00	\$40,000.00
15	Erosion control - rock checks	EA	15	\$1,250.00	\$18,750.00	\$660.00	\$9,900.00	\$300.00	\$4,500.00	\$847.00	\$12,705.00	\$513.00	\$7,695.00	\$937.00	\$14,055.00	\$560.00	\$8,400.00	\$300.00	\$4,500.00
16	Erosion control - wattles	EA	20	\$160.00	\$3,200.00	\$250.00	\$5,000.00	\$150.00	\$3,000.00	\$113.00	\$2,260.00	\$412.00	\$8,240.00	\$125.00	\$2,500.00	\$280.00	\$5,600.00	\$125.00	\$2,500.00
17	Erosion control - inlet protection	EA	1	\$2,000.00	\$2,000.00	\$220.00	\$220.00	\$350.00	\$350.00	\$85.00	\$85.00	\$687.00	\$687.00	\$94.00	\$94.00	\$130.00	\$130.00	\$300.00	\$300.00
18	Storm water control in Browning 1	LS	1	\$70,000.00	\$70,000.00	\$72,200.00	\$72,200.00	\$54,500.00	\$54,500.00	\$20,483.00	\$20,483.00	\$12,100.00	\$12,100.00	\$56,671.00	\$56,671.00	\$18,500.00	\$18,500.00	\$21,600.00	\$21,600.00
19	Sedimentation Basin C in Browning 3	LS	1	\$50,000.00	\$50,000.00	\$3,000.00	\$3,000.00	\$60,000.00	\$60,000.00	\$17,765.00	\$17,765.00	\$10,100.00	\$10,100.00	\$54,581.00	\$54,581.00	\$1.00	\$1.00	\$21,600.00	\$21,600.00
20	Clear and grub landfill surface	LS	1	\$135,000.00	\$135,000.00	\$20,000.00	\$20,000.00	\$135,000.00	\$135,000.00	\$125,877.00	\$125,877.00	\$78,100.00	\$78,100.00	\$93,282.00	\$93,282.00	\$76,800.00	\$76,800.00	\$106,800.00	\$106,800.00
21	Prepare landfill subgrade	LS	1	\$500,000.00	\$500,000.00	\$89,000.00	\$89,000.00	\$85,000.00	\$85,000.00	\$123,445.00	\$123,445.00	\$191,000.00	\$191,000.00	\$242,156.00	\$242,156.00	\$220,000.00	\$220,000.00	\$1,804,800.00	\$1,804,800.00
22	Settlement plates	EA	1190	\$40.00	\$47,600.00	\$13.00	\$15,470.00	\$24.00	\$28,560.00	\$44.40	\$52,836.00	\$14.60	\$17,374.00	\$375.00	\$446,250.00	\$20.00	\$23,800.00	\$1,790.00	\$2,130,100.00
23	Install compacted soil cover layer (pre-Subtitle D area)	AC	69.4	\$22,600.00	\$1,568,440.00	\$12,570.00	\$872,358.00	\$11,977.00	\$831,203.80	\$17,637.00	\$1,224,007.80	\$23,300.00	\$1,617,020.00	\$14,328.00	\$994,363.20	\$25,600.00	\$1,776,640.00	\$14,600.00	\$1,013,240.00
25	Install uncompacted soil cover layer (pre-Subtitle D and Subtitle D areas)	AC	80.6	\$8,100.00	\$652,860.00	\$4,460.00	\$359,476.00	\$5,780.00	\$465,868.00	\$7,265.00	\$585,559.00	\$9,030.00	\$727,818.00	\$4,216.00	\$339,809.60	\$9,200.00	\$741,520.00	\$5,520.00	\$444,912.00
26	Extend manholes	EA	9	\$2,500.00	\$22,500.00	\$4,500.00	\$40,500.00	\$500.00	\$4,500.00	\$2,370.00	\$21,330.00	\$3,140.00	\$28,260.00	\$3,449.00	\$31,041.00	\$950.00	\$8,550.00	\$2,330.00	\$20,970.00
27	Perimeter channel (grading on the channel and relocation of any cut material)	LS	1	\$200,000.00	\$200,000.00	\$18,300.00	\$18,300.00	\$19,000.00	\$19,000.00	\$64,440.00	\$64,440.00	\$12,500.00	\$12,500.00	\$41,616.00	\$41,616.00	\$57,500.00	\$57,500.00	\$51,300.00	\$51,300.00
28	Borrow Source A reclamation	AC	4.7	\$2,700.00	\$12,690.00	\$1,150.00	\$5,405.00	\$4,400.00	\$20,680.00	\$1,485.00	\$6,979.50	\$5,550.00	\$26,085.00	\$1,685.00	\$7,919.50	\$2,800.00	\$13,160.00	\$745.00	\$3,501.50
29	Browning Property reclamation	AC	58.7	\$2,700.00	\$158,490.00	\$1,275.00	\$74,842.50	\$2,800.00	\$164,360.00	\$3,340.00	\$196,058.00	\$4,710.00	\$276,477.00	\$1,685.00	\$98,909.50	\$3,600.00	\$211,320.00	\$1,610.00	\$94,507.00
30	Establish vegetation on landfill area	LS	1	\$270,000.00	\$270,000.00	\$110,400.00	\$110,400.00	\$203,515.00	\$203,515.00	\$276,730.00	\$276,730.00	\$395,000.00	\$395,000.00	\$306,229.00	\$306,229.00	\$230,000.00	\$230,000.00	\$241,200.00	\$241,200.00
31	Establish vegetation on Browning Property borrow area	AC	58.7	\$2,000.00	\$117,400.00	\$2,525.00	\$148,217.50	\$2,525.00	\$148,217.50	\$1,885.00	\$110,649.50	\$1,750.00	\$102,725.00	\$2,087.00	\$122,506.90	\$2,100.00	\$123,270.00	\$1,500.00	\$88,050.00
32	Establish vegetation on Borrow Source A	LS	1	\$6,000.00	\$6,000.00	\$12,625.00	\$12,625.00	\$12,625.00	\$12,625.00	\$16,505.00	\$16,505.00	\$10,300.00	\$10,300.00	\$15,086.00	\$15,086.00	\$8,400.00	\$8,400.00	\$11,800.00	\$11,800.00
33	Repair leachate outbreaks	EA	2	\$5,000.00	\$10,000.00	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$6,310.00	\$12,620.00	\$6,320.00	\$12,640.00	\$20,907.00	\$41,814.00	\$15,000.00	\$30,000.00	\$10,800.00	\$21,600.00
34	Install compacted soil cover layer (Subtitle D cover with Geosynthetics)	AC	11.2	\$11,300.00	\$126,560.00	\$7,560.00	\$84,672.00	\$6,500.00	\$72,800.00	\$9,555.00	\$107,016.00	\$13,100.00	\$146,720.00	\$12,282.00	\$137,558.40	\$10,900.00	\$122,080.00	\$7,300.00	\$81,760.00
35	Install nominally compacted soil layer (1.5 foot thickness)	AC	11.2	\$12,100.00	\$135,520.00	\$10,450.00	\$117,040.00	\$8,500.00	\$95,200.00	\$13,550.00	\$151,760.00	\$14,500.00	\$162,400.00	\$33,377.00	\$373,822.40	\$14,700.00	\$164,640.00	\$9,160.00	\$102,592.00
36	Excavate and backfill anchor trench	LS	1	\$50,000.00	\$50,000.00	\$12,300.00	\$12,300.00	\$7,800.00	\$7,800.00	\$78,630.00	\$78,630.00	\$41,100.00	\$41,100.00	\$86,809.00	\$86,809.00	\$43,900.00	\$43,900.00	\$98,500.00	\$98,500.00
37	Provide and install 40-mil textured LLDPE geomembrane	SY	67000	\$7.95	\$532,650.00	\$5.16	\$345,720.00	\$5.13	\$343,710.00	\$5.86	\$392,620.00	\$5.95	\$398,650.00	\$7.40	\$495,800.00	\$5.30	\$355,100.00	\$5.20	\$348,400.00
38	Provide and install 300-mil geocomposite	SY	67000	\$7.05	\$472,350.00	\$7.46	\$499,820.00	\$7.29	\$488,430.00	\$8.47	\$567,490.00	\$9.15	\$613,050.00	\$10.09	\$676,030.00	\$8.30	\$556,100.00	\$7.50	\$502,500.00
39	Geocomposite Drain	LS	1	\$108,000.00	\$108,000.00	\$52,500.00	\$52,500.00	\$36,500.00	\$36,500.00	\$154,500.00	\$154,500.00	\$83,600.00	\$83,600.00	\$121,890.00	\$121,890.00	\$122,700.00	\$122,700.00	\$458,700.00	\$458,700.00
BASE BID TOTAL:					\$6,155,638.00		\$3,438,861.50		\$4,428,852.34		\$5,057,611.30		\$5,575,911.90		\$5,605,656.00		\$6,273,777.00		\$8,380,724.30
ALTERNATE BID ITEMS																			
40-ALT	Barn Demolition	LS	1	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$9,100.00	\$9,100.00	\$4,785.00	\$4,785.00	\$12,500.00	\$12,500.00	\$16,756.00	\$16,756.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00
41-ALT	Additional vegetation maintenance for one growing season	LS	1	\$67,500.00	\$67,500.00	\$102,400.00	\$102,400.00	\$20,000.00	\$20,000.00	\$21,315.00	\$21,315.00	\$80,000.00	\$80,000.00	\$23,585.00	\$23,585.00	\$242,700.00	\$242,700.00	\$26,000.00	\$26,000.00
42-ALT	Disposal of stockpiled trees	LS	1	\$300,000.00	\$300,000.00	\$17,000.00	\$17,000.00	\$300,000.00	\$300,000.00	\$76,245.00	\$76,245.00	\$31,000.00	\$31,000.00	\$57,496.00	\$57,496.00	\$52,000.00	\$52,000.00	\$15,000.00	\$15,000.00
43-ALT	Grinding of stockpiled trees	LS	1	\$125,000.00	\$125,000.00	\$35,000.00	\$35,000.00	\$175,000.00	\$175,000.00	\$76,245.00	\$76,245.00	\$12,000.00	\$12,000.00	\$57,496.00	\$57,496.00	\$35,000.00	\$35,000.00	\$0.01	\$0.01
44-ALT	Install nominally compacted soil layer (1.0 foot thickness)	AC	11.2	\$8,066.67	\$90,346.70	\$7,000.00	\$78,400.00	\$7,300.00	\$81,760.00	\$9,575.00	\$107,240.00	\$10,500.00	\$117,600.00	\$9,230.00	\$103,376.00	\$6,900.00	\$77,280.00	\$6,420.00	\$71,904.00

Packet Information

File #: TMP-1180, **Version:** 1

An Ordinance authorizing execution of Modification No. 5 to On-Call agreement for Environmental Professional Engineering Services yearly contract with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., dba SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R1) for Landfill Closure Construction oversight, testing, documentation, and observation for a not to exceed cost of \$427,800.00, and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An Ordinance authorizing execution of Modification No. 5 to On-Call agreement for Environmental Professional Engineering Services yearly contract with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., dba SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R1) for Landfill Closure Construction oversight, testing, documentation, and observation for a not to exceed cost of \$427,800.00, and authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- The City has entered into an On-Call Agreement with SCS Engineers to provide environmental professional engineering services (Renewal 2017 2017-307/R1)
- SCS prepared the construction plans for the Landfill Closure Construction
- Extensive construction oversight, testing, and documentation is required to ensure that all Missouri Department of Natural Resources (MDNR) requirements are met
- SCS has the personnel and special expertise to do the work

Proposed Committee Motion:

I move to recommend approval to City Council an Ordinance authorizing execution of Modification No. 5 to On-Call agreement for Environmental Professional Engineering Services yearly contract with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., dba SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R1) for Landfill Closure Construction oversight, testing, documentation, and observation for a not to exceed cost of \$427,800.00, and authorizing the City Manager to enter into an agreement for the same.

Background:

Landfill closure is controlled by MDNR regulations that require extensive sampling efforts, data analysis, construction observation, and engineering reports that certify the landfill closure construction meets regulatory requirements. The purpose of this agreement is to obtain engineering services to perform the tasks needed to comply with the state regulatory requirements and to ensure that the contractor complies with the drawings and specifications for the project.

Impact/Analysis:

MDNR will not give acceptance of the closure without proper documentation.

Timeline:

Start: May 15, 2019

Finish: December 1, 2019

Other Information/Unique Characteristics:

[Enter text here]

David Lohe, Supervisory Engineer

Recommendation: Staff recommends approval of an Ordinance authorizing execution of Modification No. 5 to On-Call agreement for Environmental Professional Engineering Services yearly contract with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., dba SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R1) for Landfill Closure Construction oversight, testing, documentation, and observation for a not to exceed cost of \$427,800.00, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 5 TO ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT WITH STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS (ORIGINAL RFQ NO. 2017-307, RENEWAL 2017-307/R1), FOR LANDFILL CLOSURE CONSTRUCTION OVERSIGHT, TESTING, DOCUMENTATION, AND OBSERVATION FOR A NOT TO EXCEED COST OF \$427,800.00, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, City and Engineer entered into an agreement for on-call environmental engineering services with SCS Engineers (Renewal RFQ No. 2017-307/R1); and,

WHEREAS, construction oversight, testing, and documentation is required to ensure that all Missouri Department of Natural Resources regulations are met; and,

WHEREAS, City and Engineer desire to modify Articles I and IV of the Base Agreement to provide specific services required for landfill closure and establish a not to exceed amount for those tasks and services.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit, Missouri, hereby approves Modification No. 5 to the On-Call Agreement for environmental professional engineering services by and between the City of Lee's Summit and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers, generally for construction oversight, testing, documentation, and observation related to landfill closure construction, attached hereto and incorporated by reference as if fully set forth herein, for a not to exceed amount of \$427,800.00, and authorizes the execution of the same by the City Manager.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this _____ day of _____, 2019

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Nancy K. Yendes, Chief Council of Infrastructure and Planning
Office of the City Attorney

**MODIFICATION NO. 5 TO ON-CALL AGREEMENT FOR
ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT
(ORIGINAL RFQ NO. 2017-307, RENEWAL 2017-307/R1)
FOR LANDFILL CLOSURE CONSTRUCTION OVERSIGHT**

THIS MODIFICATION NO. 5 is made to the On Call Agreement for Environmental Professional Engineering Services Yearly Contract (RFQ No. 2017-307) (“Agreement”) by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter “City”), and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereinafter “Engineer”) to authorize performance of On-Call Services associated with Landfill Closure Construction Oversight, Testing, Documentation, and Observation.

SCS Engineers will be responsible for the day-to-day oversight of the construction work necessary to close the landfill after receipt of final waste. Specific tasks associated with the project are described below:

Task 1: Final Permit Coordination

Engineer will complete final permitting coordination to include:

- US Army Corps of Engineers Nationwide Permit 43 Pre-Construction Notification: Prepare figures and letter to USACE describing the sedimentation basin construction that will impact the small wetland in Browning Property Area 1. The letter will also include Engineer’s wetland report and describe other wetlands identified where impact could be avoided. The notification will also include other agency notifications required of this permit.
- City Land Disturbance Permit: Work with City to include Borrow Source A and Browning Property into City’s MDNR Land Disturbance Permit
- City Floodplain Permit: Complete Floodplain disturbance permit application for Borrow Source A

Task 2: CQA Plan Modification

SCS will work with MDNR to modify the surveying requirements in the currently-approved CQA Plan to address how to verify thickness when settlement has occurred under the cover system. This will incorporate the use of settlement plates and identify the procedure for thickness verification where survey data indicates soil thickness is inadequate.

Task 3: Pre-Construction Meeting

Engineer will participate in a pre-construction meeting with the selected Contractor and City prior to the beginning of construction. Engineer will prepare pre-construction meeting agenda, prepare for the meeting, attend the meeting, and provide notes summarizing the meeting.

Task 4: Construction Management/Project Management

Engineer will provide construction oversight and project management services over the 6-month (26-week) period. During this time Engineer will perform the following:

- Address Contractor questions and requested changes and clarifications
- Communicate with Missouri Department of Natural Resources for site visits and information
- Participate in phone calls with Contractor and City
- Provide progress reports
- Process pay applications
- Verify Contractor progress payment quantities
- Track soil usage and soil balance
- Provide input regarding Contractor challenges

General assumptions include approximately 10 hours per week for the project manager and 8 hours per week for the project engineer.

Task 5: Meetings

Engineer will participate in up to two meetings per month for the 6-month project duration (May through October). Project Manager and Project Engineer are available to attend meetings, although participation by both may not be necessary.

Task 6: Daily Oversight

Engineer will provide full-time oversight during critical components of construction, including compacted soil layer construction, geosynthetics installation, and geocomposite drain construction. The daily oversight estimates assume 11 or 12-hour days, and quality control verification in the office. Contract includes the following oversight:

- Soil construction: 6 days per week for 14 weeks
- Geosynthetics construction: 7 days per week for 5 weeks (includes geosynthetic drain)
- Partial oversight days: 5 days per week over 8 weeks

Task 7: Surveying

Engineer will complete initial construction staking and conformance surveying for the project. Initial construction staking will include waste boundary and the boundary between the Subtitle D and pre-Subtitle D areas, borrow source boundaries, temporary benchmark installation, and rough grade stakes.

Conformance surveying will include up to nine trips for the surveyor. Some trips will require multiple days due to the number of points to survey. Verification surveying will be completed on the following layers:

- Top of subgrade (bottom of compacted soil layer, to include setting settlement plates with Contractor)
- Extents of geosynthetics and anchor trench
- Top of nominally compacted soil layer

- Top of uncompacted soil layer
- Perimeter channel as-built
- Geocomposite drain

Settlement plates may be used to verify thickness in areas where settlement is expected to occur; in these locations, it will be necessary to probe through the overlying soil layer to reach the underlying settlement plate after the cover is constructed. Engineer may utilize a Geoprobe direct push unit to reach the settlement plate with minimal impact to the cover system. Other methods may be explored as well.

Task 8: Construction Quality Assurance Report

Engineer will prepare a CQA Report at the completion of construction activities. This report will detail all on-site activities including soil characterization and testing, soil testing data, geosynthetics material properties, geosynthetics installation and testing, geocomposite drain installation, seeding activities, and borrow source reclamation. The City will receive a draft of this CQA Report for review and comment prior to submission to the MDNR.

Soil samples will be collected to verify the quality of the soil used for the compacted soil layer at a rate of 1 sample for 5,000 or 10,000 cubic yards of layer construction. Sample frequency is dependent on testing requirements in accordance with the CQA Plan. Laboratory testing is also required on geosynthetic seams at a rate of 1 test per 500 linear feet of seam. Engineer will coordinate with third-party laboratory for seam testing as well; assumes 70 destructive seam samples will be collected and tested.

Task 9: Infrastructure Extensions and Well Abandonment

Engineer will extend existing HDPE and PVC infrastructure around the landfill to accommodate the thickness of the final cover system. The extensions will occur after the Contractor has completed final grading of the subgrade and the lengths of the needed extensions are known. Includes multiple pieces of infrastructure such as valves, gas wells, access risers, leachate collection sumps, etc.

Engineer will also coordinate abandonment of two domestic water supply wells on the Browning Property borrow source near the old homestead location. Engineer will abandon wells in accordance with Missouri well abandonment regulations; work will be completed by a certified well driller. Engineer or driller will submit appropriate documentation to the MDNR after abandonment is complete.

The total fees (hourly fees and expenses) for the On-Call Services added by this Modification No. 5 shall not exceed the total sum of four-hundred twenty-seven thousand eight-hundred dollars (\$427,800.00) without a modification to the contract. The estimated budget for the work under this Modification No. 5 is identified in the table below.

On-Call Services added by this Modification No. 5 will be billed hourly at the rates set forth in Attachment A of Modification No. 2 to the Agreement. Expenses incurred to

provide such On-Call Services shall also be billed as set forth in Attachment A of Modification No. 2.

Task 1	Final Permit Coordination	\$8,800
Task 2	CQA Plan Modification	\$6,900
Task 3	Pre-Construction Preparation and Meeting	\$4,300
Task 4	Construction Management/Project Management	\$87,700
Task 5	Meetings	\$17,800
Task 6	Daily Oversight	\$163,500
Task 7	Surveying	\$58,800
Task 8	CQA Report and Conformance Testing	\$48,600
Task 9	Infrastructure Extensions and Well Abandonment	\$31,400
	Tasks 1 through 9	\$427,800

Individual task budgets for information purposes. Budget is an overall number for all tasks.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 18 day of March 2019.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy K. Yendes, Chief Council of Infrastructure and Planning,
Office of City Attorney

SCS ENGINEERS:

Anastasia Welch

BY: Anastasia Welch

TITLE: Vice President

ATTEST:

**ONE-YEAR RENEWAL FOR
ON-CALL AGREEMENT FOR ENVIRONMENTAL
PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT
(ORIGINAL RFQ NO. 2017-307) (RENEWAL 2017-307/R1) AND
MODIFICATION NO. 2 TO AGREEMENT**

THIS RENEWAL OF ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES and MODIFICATION NO. 2 TO AGREEMENT is hereby made by the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter "City").and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City entered into the above referenced On Call Agreement dated June 12, 2017, for Environmental Professional Engineering Services Yearly Contract (RFQ NO. 2017-307) (the "Agreement"); and

WHEREAS, the Agreement was for a term of one year, from July 1, 2017 to June 30, 2018, with two one-year renewal options; and

WHEREAS, City and Engineer desire to renew the Agreement for a period of one year as stated below;

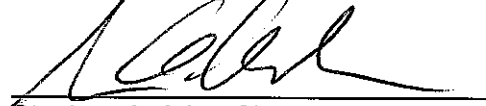
NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

1. City hereby exercises its option to renew the Agreement for a period commencing on July 1, 2018, and ending on June 30, 2019;
2. In accordance with Article V of the Agreement the City authorizes an increase in billing rates aligned with the Employment Cost Index, Wages and Salaries for Professional, Scientific and Technical Services published by the U.S. Department of Labor, Bureau of Labor Statistics for the period ending December 2017, and which is reflected in the attached Fee Schedule (Attachment A), and
3. Both parties agree that all terms of the Agreement and Modification No. 2 shall continue in full force and effect for the term of this renewal period.

THIS RENEWAL OF AGREEMENT and MODIFICATION NO. 2 TO AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

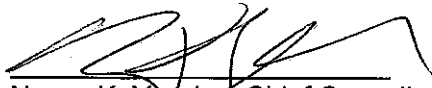
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 9th day of may, 2018.

CITY OF LEE'S SUMMIT



Stephen A. Arbo, City Manager

APPROVED AS TO FORM:



Nancy K. Yandes, Chief Council of Infrastructure and Planning,
Office of City Attorney

SCS ENGINEERS



BY: Anastasia Welch

TITLE: Vice President

ATTEST:



Attachment A

SCS ENGINEERS

FY 2019 STANDARD FEE SCHEDULE

Labor Category	Rate
Senior Project Advisor	\$216
Senior Project Director	\$190
Project Director	\$175
Project Advisor	\$165
Senior Project Manager	\$154
Project Manager	\$139
Senior Project Professional	\$128
Project Professional	\$113
Staff Professional	\$97
Associate Professional	\$87
Designer	\$77
CADD/Graphics	\$67
Senior Technician	\$77
Technician	\$62
Project Administrator	\$77
Administrative Assistant	\$56

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through June 30, 2019. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 5 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.



SCS ENGINEERS

FY 2019 STANDARD FEE SCHEDULE

Printing Services

24-inch by 36-inch plots	\$25.00 each
36-inch by 48-inch plots	\$25.00 each
Additional Report Copies (varies depending on report)	\$25.00 - \$50.00 per report

Support Vehicles

Support Vehicle	\$0.70 per mile
SCS Support Truck	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost plus 5%

Per Diem and Travel

Hotel, Airfare	Cost plus 5%
Full-Day Meal Allowance.....	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

Field Equipment and Supplies

Track-mounted Geoprobe®	\$750.00 per day
All Terrain Vehicle (ATV/UTV).....	\$75.00 per day
Field Sampling Trailer	\$350.00 per day
GPS Surveying System.....	\$225.00 per day
Total Station Survey Equipment.....	\$120.00 per day
Misc. Survey Tools/Equipment	\$10.00 per day
Nuclear Density Gauge.....	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot).....	\$30.00 per day
Oil/Water Interface Probe	\$60.00 per day
pH/Temperature/Conductivity Meter (for water)	\$20.00 per day
Peristaltic Pump	\$40.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Measuring Tape/Wheel.....	\$5.00 per day
Hand-held GPS Unit.....	\$25.00 per day
Generator.....	\$75.00 per day
Air Compressor (5 gallon).....	\$25.00 per day
Electro fusion Machine.....	\$120.00 per day
Flow-Thru Multi-Parameter Meter	\$150.00 per day
Turbidimeter	\$35 per day
Composite Sampler.....	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000.....	\$150 per day
Flow Probe (15-foot).....	\$15 per day
Digital Camera	\$10 per day
Expendable Equipment, Supplies & Rentals	Cost + 5%

Note: The rates shown above are effective through June 30, 2019 and are subject to revision thereafter.

Attachment A

SCS ENGINEERS

FY 2019 STANDARD FEE SCHEDULE

Labor Category	Rate
Senior Project Advisor	\$216
Senior Project Director	\$190
Project Director	\$175
Project Advisor	\$165
Senior Project Manager	\$154
Project Manager	\$139
Senior Project Professional	\$128
Project Professional	\$113
Staff Professional	\$97
Associate Professional	\$87
Designer	\$77
CADD/Graphics	\$67
Senior Technician	\$77
Technician	\$62
Project Administrator	\$77
Administrative Assistant	\$56

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

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SCS ENGINEERS

FY 2019 STANDARD FEE SCHEDULE

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24-inch by 36-inch plots	\$25.00 each
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SCS Utility Truck	\$60.00 per day plus \$0.70 per mile
Rental Vehicle	Cost plus 5%

Per Diem and Travel

Hotel, Airfare	Cost plus 5%
Full-Day Meal Allowance	\$46.00 per day
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Field Equipment and Supplies

Track-mounted Geoprobe®	\$750.00 per day
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Field Sampling Trailer	\$350.00 per day
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Total Station Survey Equipment	\$120.00 per day
Misc. Survey Tools/Equipment	\$10.00 per day
Nuclear Density Gauge	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot)	\$30.00 per day
Oil/Water Interface Probe	\$60.00 per day
pH/Temperature/Conductivity Meter (for water)	\$20.00 per day
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Hand Augers (10-foot)	\$15.00 per day
Measuring Tape/Wheel	\$5.00 per day
Hand-held GPS Unit	\$25.00 per day
Generator	\$75.00 per day
Air Compressor (5 gallon)	\$25.00 per day
Electro fusion Machine	\$120.00 per day
Flow-Thru Multi-Parameter Meter	\$150.00 per day
Turbidimeter	\$35 per day
Composite Sampler	\$75 per day
QED Pump Controller	\$100 per day
GEM 2000	\$150 per day
Flow Probe (15-foot)	\$15 per day
Digital Camera	\$10 per day
Expendable Equipment, Supplies & Rentals	Cost + 5%

Note: The rates shown above are effective through June 30, 2019 and are subject to revision thereafter.

Packet Information

File #: TMP-1176, **Version:** 1

An Ordinance authorizing the execution of an agreement with KC Dumpster, LLC., RFP 2019-032 for public disposal area services at the Resource Recovery Park and authorizing the City Manger to enter into an agreement for the same.

Issue/Request:

An Ordinance authorizing the execution of an agreement with KC Dumpster, LLC., RFP 2019-032 for public disposal area services at the Resource Recovery Park and authorizing the City Manger to enter into an agreement for the same.

Key Issues:

The City wishes to continue to provide solid waste services at the Resource Recovery Park.
The Public Disposal Area (PDA) service will be provided until a permanent solution has been created.
The service will be provided at no cost to the City.

Proposed Committee Motion:

I move to recommend to City Council approval of an ordinance authorizing the execution of an agreement with KC Dumpster, LLC., RFP 2019-032 for public disposal area services at the Resource Recovery Park and authorizing the City Manger to enter into an agreement for the same.

Background:

The City landfill is anticipated to reach capacity during the month of March, 2019. When the landfill closes, solid waste services will cease under the existing contract. The City Council expressed a desire to continue to provide citizens with solid waste services through a PDA. MDNR agreed to allow the City to operate a PDA as long as there is an effort underway for a permanent solid waste facility, either a transfer station or another landfill. Staff proceeded with preparation of an RFP for a temporary PDA facility.

- PDA RFP 2019-032 issued on 12/21/2018
- Pre Proposal Conference on 1/9/2019, 7 companies present
- RFP Responses were due on 1/25/2019, 5 proposals were received
- An internal committee reviewed proposals on 2/1/2019
- The committee interviewed the top two companies on 2/19/2019 and recommended KC Dumpster, LLC.

Impact/Analysis:

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

The contractor has indicated that services will be up and running within 2-4 weeks after the execution of the

contract.

Chris Bussen, Solid Waste Superintendent

Recommendation: Staff recommends Approval of an Ordinance authorizing the execution of an agreement with KC Dumpster, LLC., RFP 2019-032 for public disposal area services at the Resource Recovery Park and authorizing the City Manger to enter into an agreement for the same.

Committee Recommendation: [enter Committee Recommendation text Here]

BILL NO. 19-XX

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH KC DUMPSTER, LLC., RFP 2019-032 FOR PUBLIC DISPOSAL AREA SERVICES AT THE RESOURCE RECOVERY PARK AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the City wishes to make available select solid waste services at the Resource Recovery Park for customers; and,

WHEREAS, the Public Disposal Area (PDA) service may be provided until a permanent solution for solid waste for individual and commercial customers has been created; and,

WHEREAS, the service will be provided at no cost to the City and funded by user fees collected by the contractor; and,

WHEREAS, the PDA Contract will provide public solid waste disposal services for the Citizens of the City of Lee's Summit as a two (2)-year Contract, with the possibility of one (1), one (1)-year extension; and,

WHEREAS the City advertised and sent to potential responders a Request for Proposal (RFP) #2019-032 seeking such services; and,

WHEREAS, the contractor understands that the PDA Services will be provided on an interim basis to customers until a more permanent solid waste solution is identified; and,

WHEREAS, the contractor has agreed to provide Household Hazardous Waste (HHW) Services in association with the City and the Mid-America Regional Council-Solid Waste Management District's HHW Regional Program as part of this contract; and,

WHEREAS, The contractor also agrees to provide other diversion or recycling services including yard waste and brush recycling services, scrap metal recycling services, cardboard recycling services, tire recycling services, electronic recycling services, appliance recycling services, vehicle battery recycling services, mattress and box spring recycling services, and potentially charitable donation services through a local re-use company; and,

WHEREAS, the contractor has agreed to perform the services described in RFP 2019-032 and the applicable addendums within compliance of any and all local, state and federal laws.

WHEREAS, at of the close of the time period for submission and the proposal opening date, a total of five (5) proposals were received by the City; and,

WHEREAS, based upon the evaluation of proposals and interviews, the project evaluation committee recommended award of RFP No. 2019-032 to KC Dumpster, LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:

SECTION 1. That RFP No. 2019-032 be and hereby is awarded to KC Dumpster, LLC, as the vendor/service provider for said RFP.

BILL NO. 19-XX

SECTION 2. That Agreement No. 2019-032 for solid waste services by and between the City of Lee's Summit, Missouri and KC Dumpster, LLC, attached hereto as "Exhibit A" and incorporated herein by reference be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its adoption, passage, and approval by the Mayor.

PASSED by the City Council of Lee's Summit, Missouri this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Nancy K. Yendes, Chief Counsel
Infrastructure and Planning

This AGREEMENT made and entered into this _____ day of _____ 2019, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as "City," and KC Dumpster Company, LLC, a company in the State of MO, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, City desires to provide residential customers in the Lee's Summit area with solid waste services that are convenient by allowing use of areas of its Resource Recovery Park for drop-off residential customers of solid waste, yard waste, and household hazardous waste; and

WHEREAS, a vendor is still at the Resource Recovery Park for purposes of filling the landfill to capacity and yard waste receipt and sale, but said vendor will be off the premises for yard waste activity until the last day of public trash is received; and

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth in Paragraph 2 and as set out in the Request for Proposal #2019-032 and Service Provider's Response to Proposal 2019-032. The terms of the Request for Proposal # 2019-032 including but not limited to insurance requirements, are specifically incorporated by reference in this document as though fully set forth. Service Provider shall operate a Public Disposal Area for customers six days a week. Weekday hours are between 7:30 am and 4:00 pm. Saturday hours are between 7:30 and 3:00. Service Provider shall comply with all applicable state, local and federal regulations and laws, including but not limited to employment and environmental, in said operation. Failure to do so may result in a termination for cause of this Agreement.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2019-032 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. In addition to a public disposal area for solid waste, service Provider is specifically required to provide the following diversion or recycling services: Antifreeze Battery Oil and Paint (ABOP), Household Hazardous Waste (HHW), tires, electronic appliances, metal, clean lumber, yard waste, and mattresses. It is expressly understood that Service Provider may add additional recycling or diversion programs for solid waste and items such as clean concrete upon written approval of the City Manager and placing on file with the City Clerk the fees to be charged for such additional diversion programs. Any fees to be charged for such recycling or diversion programs shall be paid solely by individuals utilizing such service and may not be increased except as provided in Paragraph 6 of this Document and Section 11.2 of RFP 2019-032.
4. Staffing. At all times Service Provider shall have sufficient staff present at the Resource Recover Park (RRP) so that at no time are there fewer than two employees other than principles of Service Provider on site.
5. Additional reporting. In addition to the reports set out in the RFP and the Response thereto, Service Provider shall keep and maintain reports on diversion or recycling programs provided at the RRP including but not limited to mattresses and tires.
6. Compensation. It is expressly understood that these services shall be provided at no cost to City unless specifically authorized in a separate writing by the City Manager. Compensation will be paid to Service Provider through fees charged to customers bringing items to the Public Disposal Area or Recycling Areas at the Resource Recovery Park (RRP). Service Provider shall be limited to charging those fees set out Exhibit "G" which may be changed in accordance with Section 11.2 of RFP 2019-032, except that Service Provider may increase its charges, to be known as an "environmental recovery fee", for Household Hazardous Waste services to remain revenue neutral in the provision of this service. Revenue neutral shall mean that Service Provider is able to recover its actual costs to provide this service during the term of this Agreement. The City shall have the right to review financial records it deems necessary to determine if the fee charged for Household Hazardous Waste is revenue neutral. All pricing identified on Exhibit "G" shall be in effect for the stated agreement term except as provided specifically in this Paragraph and Section 11.2 of RFP 2019-032.
7. Services Provider shall provide signage at the Resource Recovery Park (RRP) and traffic control so that other services providers at the RRP may complete their work and the traffic generated by Service Provider under this Agreement shall not interfere with other providers' performance. Signage shall be similar in nature to what is presently on the RRP and in compliance with City Codes on same. Specifically, Service Provider shall not commingle any yard waste with yard waste of the current landfill operator or its subcontractor for such service.
8. The term of this Agreement shall be for a two (2) year period from _____, 2019 through _____, 2021. The City may at its option renew the Agreement up to one additional one-year term by giving written notice to the supplier. Services shall commence within twenty (20) days of notice that the PDA area and scale house are available for use by Services Provider.

RFP 2019-032 NEGOTIATED ITEMS:

1. Signage: Logos will be allowed on the price sign at the entrance "operated by KCD".
 - a. Signage at PDA (traffic flow, hours, pricing) KCD logo on signage
2. Advertising/Messaging
 - a. Joint Press Release that services will Continue at the PDA (include gap in service messaging, if necessary). All forms of communication to citizens is appreciated
 - b. KC Dumpster may advertise the PDA.
 - c. Website www.LSPDA.com . KCD may provide a link on the LSMO Site for dissemination of information.
3. HHW Program: see comments below in item 11.
4. The City will street sweep the road to the PDA and KCD will provide new gravel and sweeping of the road to the PDA in the future.
5. KCD may provide clean concrete/asphalt diversion at the Resource Recovery Park.
6. KCD will provide the following diversion programs as part of the contract: Antifreeze, Oil, Battery and Paint (ABOP) recycling, Household Hazardous Waste recycling (HHW), tire recycling, electronics recycling, appliance recycling, scrap metal recycling, clean lumber recycling, yard waste composting, mattress recycling.
7. KCD will work with the City in a good faith effort to re-open the Habitat for Humanity ReStore program
8. KCD will also work with the City in a good faith effort to re-open the usable bicycle recycling program with ReVolve KC.
9. St. Louis Composting Activity:
 - a. KCD and the City will work together to try to provide emergency brush processing services if there is a severe storm and no services are in place after the landfill closes and before KCD contract begins.
 - b. Demobilization will be allowed for a period of 6 months from the time that the City provides notice.
10. Exhibit "G", Lee's Summit Public Disposal Area Trash Fees, shall be the final document establishing the posted PDA Fees.
11. A Safety Plan will be developed by KCD and will be included as part of the agreement when fully developed.
12. Reports:
 - a. Out of state waste report will be generated and sent to MDNR, when required, on an annual basis.
 - b. Waste collected and diversion reports will be generated and submitted to the City on a monthly basis.
 - c. Incident/Customer Complaint report will be generated and submitted to the City on a monthly basis.
13. An environmental recovery fee of \$2.00 will be added to every load, to assist in paying for the HHW service.
 - a. KCD will analyze this fee on a quarterly basis to verify that the fee is generating enough revenue to pay for the HHW service. The \$2.00 fee (and only the \$2.00 fee) may be adjusted on a quarterly basis (by KCD) in order to verify that the fee remains revenue neutral, as it relates specifically to funding the HHW program.
 - b. Any other fee adjustments must adhere to the established guidelines specifically spelled out in RFP 2019-032.
14. KCD will accept Anti-freeze, Batteries, Oil, and Latex Paint (ABOP) daily for a fee. Residents will still have the option of coming to the free HHW collection events, which

- will take place on a scheduled Saturday of every month. Fees would be \$1.00 per gallon on liquids and \$1 per pound on batteries. Paint collected daily will be recycled.
15. KCD will work with the City to honor the spirit of the City's long-standing commitment to the Mid-America Regional Program, Solid Waste Management District in regards to the Regional HHW Program.

Company Name

Address

City/State/Zip

Telephone # Fax #

Tax ID No.

R. Rudy Taylor
Authorized Person (Print)

[Signature]
Signature

Owner
Title

3-20-19
Date

KC Pumpster Company LLC
Entity Type:

EXHIBIT G

(REPLACES FORMS NO. 6 AND 6A)

LEE'S SUMMIT PUBLIC DISPOSAL AREA

Trash Fees (includes all state fees)

Environmental Recovery Fee (added to every load).....	\$2.00
Out of state fee	\$1.00
Unsecured load charge.....	\$25.00
Pickup, van, SUV (below or at level full).....	\$30.00
Pickup, van, SUV (overfull)	\$40.00
Larger loads	\$18.00/yd ³
Banned item found buried in load	\$25.00 each

DIVERSION

Appliance fees (washer, dryer, stove, refrigerator, etc.)	\$10.00 each
Electronic recycling fees (TVs, computers, printers, keyboards, etc.)	
Without cathode ray tube.....	\$20.00/yd ³
With cathode ray tube.....	(up to) \$50.00 each
Mattress and box spring recycling fee (not wet or infested)	\$15.00 each
Tire fee (with or without rims)	\$10.00 each
Clean concrete.....	\$4.00/yd ³

HOUSEHOLD HAZARDOUS WASTE

ANTIFREEZE, BATTERIES, OIL, AND LATEX PAINT ACCEPTED MONDAY-SATURDAY FOR A FEE

Liquids	\$1.00/gallon container
Batteries	\$1.00/lb.

HHW MOBILE EVENTS (BY APPOINTMENT ONLY)

Lee's Summit residents and MARC SWMD participants	FREE
Non-participants.....	\$50.00

Yard Waste (leaves, grass clippings, brush, clean wood)

Paper lawn bag / trash cans / plastic bags	\$1.00 each
Christmas tree	\$5.00

PICKUP TRUCKS

Small level with bed	\$15.00
Small top of cab.....	\$25.00
Large level with bed	\$20.00

Large top of cab.....\$30.00

SINGLE AXLES AND TRAILER

8' – 9' Bed.....\$35.00

10' – 11' Bed.....\$45.00

12' – 13' Bed.....\$55.00

14' – 15' Bed.....\$65.00

16' – 17' Bed.....\$75.00

18' – Up Bed.....\$85.00

Tandem Axle Dump Truck.....\$85.00

CHIP TRUCKS

Small.....\$10.00

Large.....\$20.00

GRAPPLE TRUCKS

Small.....\$75.00

Large.....\$125.00

Commercial Packers.....\$9.50/yd

Roll-off containers.....\$6.50/yd

Material for Sale

Compost.....\$22.00/yd³

Natural Mulch.....\$18.00/yd³

Oak Bark.....\$26.00/yd³

Colored Mulch.....\$28.00/yd³

Proudly Operated by KC Dumpster Company, LLC

Composting Courtesy of KC Compost





LEE'S SUMMIT MISSOURI

Household Hazardous Waste Collection Program Management & Disposal Services- Stericycle Qualifications

January 23, 2019

Submitted By: Jack Ranney, HHW Account Manager

Stericycle Environmental Solutions
700 Mulberry Street
Kansas City, MO 64101
512-663-2090

John.Ranney@stericycle.com

PROPRIETARY NOTICE

This submittal contains information that is proprietary to Stericycle. This information is made available to the company listed on the title sheet of this document solely for the purpose of evaluating this proposal. Stericycle requests that this information not be disclosed to any person outside the company listed on the title sheet of this document responsible for this evaluation. Stericycle requests that the information (technical or financial) contained herein not be reproduced, disclosed, or used without the prior written permission of Stericycle.

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A. Part I - Business Profile and Legal Structure

1. Stericycle Environmental Solutions Contact Information

Jack Ranney
 HHW Account Manager
 700 Mulberry Street
 Kansas City, MO 64101
 C: 512-663-2090
 John.Ranney@stericycle.com

2. Legal Name, address, phone, fax, email, website

Facility Information	Facility Capabilities
Stericycle Environmental Solutions, Inc. 28161 N. Keith Drive Lake Forest, IL 60045 Ph) 847-367-5910 F: 847-367-9493 Larry.whyde@stericycle.com Stericycleenvironmental.com	Corporate Office
SES – Kansas City, MO Solvent Recovery, LLC 700 Mulberry Street Kansas City, MO 64101 MOD 000 610 766 800-765-8732 F: 816-474-1275	RCRA Part B; CERCLA approved; storage capacity 119,000 gals., 2,850 drums; fuel blending; solids shredding; lab packing. Transportation and Field Staff resources.
SES – Transportation Permitted as Nortru, LLC 515 Lycaste Street Detroit, MI 48214 MID 021 087 275 313-824-5836	Maintains licenses to self-perform waste transportation throughout the Central and Midwest regions. MO DOT licenses H-1749, US DOT 337503

3. Type of Ownership or Legal Structure of Business

Stericycle Environmental Solutions, Inc. is a corporation. Its parent, Stericycle, Inc. is a publicly traded corporation.

4. Brief Company History

Stericycle, a public company (SRCL), was founded in 1989 and became a publicly-traded company in 1996. Stericycle’s core business to date has been focused on the healthcare industry market segment, providing transportation and disposal of regulated medical waste/sharps and related compliance services to more than 585,000 customers worldwide. Based in Northbrook, and Lake Forest IL, Stericycle operates in the United States, United Kingdom, Ireland, Canada, Mexico, Argentina, Chile, Brazil, Portugal, Romania and Japan.

Stericycle Environmental Solutions was formed in 2014 with the acquisition of PSC Environmental Services as a new subsidiary with the singular focus of managing hazardous waste. Waste management programs work scopes include: transportation, treatment, storage, and disposal of hazardous and non-hazardous waste, lab packing, technical on-site services, and emergency spill response. This subsidiary represents the consolidation of multiple acquisitions made from 2007 to the present and now constitutes a \$500,000,000+ business unit.

5. List of all services provided by business

Stericycle Environmental Solutions offers a complete range of waste services including reuse, recycling, treatment and disposal of both hazardous and non-hazardous waste. Among the services are:

Transportation and disposal	E-waste
On-site services	Household hazardous waste
Lab pack	Remediation
Universal waste	Emergency response

6. SES Employees

Stericycle Environmental Solutions employs over 1700 personnel nationwide, 2 of which are permanently stationed in the St. Louis area.

7. Failure to Complete Work

Stericycle Environmental Solutions has never failed to complete work in any of its awarded contracts.

8. Contracting Civil or Criminal Actions

As a publically traded business, Stericycle is often involved in legal proceedings for a variety of reasons. Please refer to the Stericycle's annual report for more detail.

<http://investors.stericycle.com/phoenix.zhtml?c=119334&p=irol-reportsannual>

9. Work Disqualification

Stericycle Environmental Solutions has never been disqualified from working for any public entity.

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B. Part II - Experience

As a services company we distinguish ourselves from our competitors by providing unparalleled service quality, which we use as the primary indicator of a program’s success and efficiency. While many of our competitors in the hazardous waste disposal industry are comparable in the technology that is available and the cost to provide disposal, it is service that distinguishes providers.

SES is dedicated to forming long-term partnerships with our clients, which requires a level of communication and dependability that is only found in premier service providers.

Reference #1:

Account Name	Dallas County Home Chemical Collection Center, Dallas TX
Assigned Project Personnel	2 chemists, 3 environmental technicians Erik Lirley, Jim Hudspeth, Robert Mungia, Timothy Brown, Josh Ventura
Scope of Services Provided	Stericycle provides packing of waste, waste transportation and disposal; conducts mobile collections to 14 partner communities in Dallas County.
Dollar Amount of Contract	\$875,000/yr
Client Contact Information	Sandy Cook 214-553-1765 scook@dallascounty.org
Service Delivery Summary	Stericycle staffs Dallas County facility 3 days/week and 2 nd & 4 th Saturday of each month. Contract term 2012 – present.

Reference #2

Account Name	City and Borough of Juneau HHW Facility, Juneau AK
Assigned Project Personnel	1 chemist/project manager, 1 environmental technician Robert Piorkowski, Jennifer Davis
Scope of Services Provided	Stericycle staffs permanent collection facility, collects, packs, transports HHW and CESQG waste from the City and Borough of Juneau (CBJ)
Dollar Amount of Contract	\$169,000/yr
Client Contact Information	Jim Penor 907-780-6009 Jim.Penor@juneau.org
Service Delivery Summary	Facility is open to residents for HHW collection every Friday and Saturday; open to CESQGs every Thursday by appointment. Contract term 2002 – present.

Reference #3

Account Name	Delta Diablo HHW Facility, Antioch CA
Assigned Project Personnel	1 chemist, 2 environmental technicians Jeff Hamilton, Frank Briggs, Dewone Young
Scope of Services Provided	Stericycle staffs, collects, packs, transports HHW waste from permanent facility for communities in East Contra Costa County
Dollar Amount of Contract	\$177,000/yr
Client Contact Information	Amanda Roa 925-756-1940 amandar@deltadiablo.org
Service Delivery Summary	Facility is open to residents for HHW collection every Thursday, Friday, and Saturday. Stericycle conducts three 1-day collection events annually throughout the. Contract term 2012 – present.

Reference #4

Account Name	San Mateo County Health Department
Assigned Project Personnel	1 project manager, 1-2 chemists, 3-6 environmental technicians
Scope of Services Provided	Stericycle staffs permanent collection facility, collects, packs, transports HHW from the facility in San Mateo, CA
Dollar Amount of Contract	\$199,500/yr
Client Contact Information	Elizabeth Rouan 650-655-6202 erouan@smcgov.org
Service Delivery Summary	Facility open to residents for HHW collection every Thursday, Friday, Saturday; collection events held periodically throughout the county; facility drop-offs are by appointment, reservations via online portal. Contract term 2006 – present.

Reference #5

Account Name	Johnson County, Kansas
Assigned Project Personnel	No permanent staffing
Scope of Services Provided	Stericycle provides waste packaging, transportation and disposal for permanent HHW facility.
Dollar Amount of Contract	\$150,000/yr
Client Contact Information	Julie David 913-715-6938 Julie.davis@jocogov.org
Service Delivery Summary	Facility accepts waste from residents and CESQG by appointment only; Stericycle packs collected waste; collection events are held periodically.

SES also has an extensive list of client references throughout the region and nationally. We provide service to more than 75 permanent HHW collection facilities and would be pleased to provide additional references upon request.

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C. Part III - Personnel

1. Staffing Plan

SES will provide trained and experienced staff to operate permanent facilities and/or conduct 1-day collection events in compliance with all applicable regulations. Staffing level will be maintained at the appropriate efficiency level to ensure the participants are provided the highest level of customer service and the facility remains in compliance with all applicable federal, state, and local regulations.

The Central and Mid-West Region HHW team is comprised of over 35 full and part time staff that are experienced in hazardous materials activities, professionally trained, and we feel the most qualified in our business. Stericycle invests much time, energy, and resources to recruit top performers in our industry who display dedication to continually improving not only themselves, the company, and daily processes, but also share our values in safety, people, integrity, innovation, and product stewardship.

All staff assigned to the HHW service team have training in OSHA 40hr, CPR/First Aid, HM126- 181, Hazardous Waste Operations, and Bloodborne Pathogens. A full training table is listed below.

2. Key employees

Stericycle is pleased to provide the following trained, experienced SES employees to service and support the on-site labor needs for Saint Louis County's Program. Information and resumes for support staff are included below.

<i>Key Personnel</i>
Jack Ranney – Account Manager
Matt Langston – Kansas City TSD Facility Manager
Oscar Bates – Environmental Technician

3. Position Descriptions

Account Manager - Responsibilities are to ensure SES is providing high quality service for routine and non-routine items, special projects, or any site need. SES's Account Manager will assist in identifying any and all opportunities for recycling, waste reduction, cost reductions, and program improvements through the use of SES.

Jack Ranney

HHW Account Manager

2 years with Stericycle Environmental Solutions

Qualification Summary

- 12 years Household Hazardous Waste Management Experience, 5 years of experience assisting local governmental entities with HHW and waste management strategic planning, 6 years HHW Account Management
- Mr. Ranney has specialized in Household Hazardous Waste Collections Programs and Ag Chemical Collection Programs
- Participation in business review meetings, ensuring SES meets client needs through planned service meetings and measurement programs.

Education / Credentials

- Mr. Ranney has been a member of the North American Hazardous Materials Management Association since 1997 and currently serves on the NAHMMA Board of Directors
- He is a member of the Capital Area Planning Council's Solid Waste Advisory Committee, serving as At-Large-Member with specialty in Household Hazardous Waste.
- Mr. Ranney has received the 40 hour OSHA Standard 1910.120 (HAZWOPER), RCRA, DOT trainings.

Past Relevant Experience

- Mr. Ranney was the Program Coordinator for the Lower Colorado River Authority's HHW collection and education program. He coordinated collection events in LCRA's 10 county statutory district in cooperation with local governmental entities.
- He also served as the liaison with the former Texas Commission on Environmental Quality's Agricultural Waste Pesticide Collection Program and Texas Pharmaceuticals Disposal Advisory Committee.

Operations Manager- Responsibilities include scheduling of staff training and updates, and managing all lab pack personnel and transportation units. The lab pack manager will ensure daily needs are coordinated of high hazard deactivation projects and cylinder management for pricing and scheduling.

Matt Langston

Kansas City TSD Facility Manager

24 years Hazardous Waste Management Experience

Qualification Summary

- Matt has extensive experience in profiling, approving, and negotiating inbound wastes as well as outbound wastes from TSD activities.
- He has held several positions within various companies including Facility Manager, Technical Services Manager and Laboratory Technician.
- Specializing in Waste Management Technologies, Treatment methods and Disposal options, RCRA and DOT regulations.
- Training in all levels of Personal Protective Equipment.
- Experienced with all facets of segregation, packaging, labeling, manifesting, transporting and disposal. Includes site safety assessment; profile creation and review; training; proper waste segregation; unknown sampling and analysis; universal waste; specialty items; fixed and mobile large scale county-wide event management; manifesting; transportation.

Past Relevant Experience

- Matt has acted as project manager for various projects including remediation sites, lab pack programs, HHWs, and site cleanups.
- He has been the project manager for fixed HHW facility programs, and the site lab pack chemist for various HHW collections in KS and MO.
- Past projects include: Johnson County, MO; City of Olathe, KS; Johnson County, KS; Government of Wyandotte County, KS

Field Technician - Responsibilities are to perform site collection of pails and lab pack containers, perform consolidation of flammables and corrosives, and lab packing operations. Technicians perform packing of completed packing lists and utilize SES system for creation of all manifests, LDR's, and any other necessary forms.

Oscar Bates

Environmental Technician

9 years with Stericycle Environmental Solutions

Qualification Summary

- Oscar has been with SES for nine years and has experience with hazardous, non-hazardous waste and environmental services.
- As Environmental Technician, Oscar performs a variety of waste handling duties including receiving, logging, labeling, segregating, classifying known and unknown materials, waste sampling and profiling, and packaging in accordance with SES policies, procedures and practices and all applicable regulations.
- Oscar prepares the appropriate shipping documents such as manifests, land disposal restrictions (LDRs) and labels waste materials in accordance with appropriate regulations and procedures.

Education / Credentials

- DOT, RCRA certified training
- First Aid/CPR Certified
- Forklift Operator License
- Bloodborne Pathogen

Past Relevant Experience

- Identification, packaging, and transportation of waste to meet proper DOT and EPA regulations for transportation and disposal
- Segregation/ chemical compatibility to ensure proper disposal consolidation and treatment of waste
- Daily compliance tracking
- Problem solving and maintenance through-out the project at hand
- Effectively utilize safety measures to ensure total compliance to required standards

4. Staffing Back-up Plans

Stericycle Environmental Solutions has a fully staffed TSDF in Kansas City, MO, that will provides staffing for the household hazardous waste programs. Should Stericycle sustain a loss of key personnel, we would immediately seek to backfill with a local employee or one with a similar background from the Kansas City TSDF or another facility. Stericycle has job requirements that all employees are required to meet for hiring purposes and career advancement.

5. Staff Training Program

At Stericycle, safety is the foundation of everything we do.

A shared priority of Stericycle and our clients is the safety of personnel; people are our most important asset. That is why we have developed a comprehensive safety program to protect our employees and clients. Stericycle's safety program establishes guide-lines for a self-sustaining safety environment and culture in which participation and success can be measured at every level in the organization. The core tenet of this program is to provide all employees the ability to identify and reduce risk in the workplace.

Our safety process is integral to our operations, and we invest more in safety and safety training than any other contractor in the industry. Prevention of incidents is paramount. We recognize that our success and ability to earn the respect and continued patronage of our clients is directly dependent upon our employees being able to deliver our services in a safe and cost-effective manner.

Our vision is to achieve world-class status in our industry through improved processes, innovative technology, information sharing, and demonstrated leadership in the areas of health, safety, transportation, and training. Through our safety program, we establish performance standards, effectively communicate these standards to all employees, provide proper training and education so that these standards can be demonstrated, evaluate performance on a regular basis, hold employees and management accountable, acknowledge success when it is achieved, and make changes or improvements when needed.

Safety Training Program

Stericycle’s team supporting Saint Louis County are trained and have years of experience in all aspects of managing waste programs. Stericycle utilizes on-site training with a staff fully qualified in the function of Safety Training.

All Stericycle training programs comply with the Federal and State training requirements for Hazardous Waste Employees under 29CFR 1910.120, CCR Title 8, Section 5192 and DOT training requirements under CFR 49, HM181 and HM126.

All field personnel are trained to respond to Emergency Responses. This includes HAZWOPER training or Hazardous Waste Operations and Emergency Response Training which initially is 40 hours of training with 8 hours refresher annually.

The following table outlines the lab pack training Stericycle employees receive:

TABLE 2: STERICYCLE TRAINING MATRIX			
Type of Training	Project Manager	Chemist	Technician
Lab Pack Level I – 40-Hour (Introductory)	✓	✓	✓
Lab Pack Level II – 24-Hour	✓	✓	
Lab Pack Level III – 16-Hour	✓		
OSHA 40-Hour HAZWOPER (+ Refreshers)	✓	✓	✓
First Aid/CPR – 8-Hour	✓	✓	✓
SCBA – 4-Hour	✓	✓	✓
Confined Space Training	✓	✓	✓
Hazcat Identify – 8-16-Hour	✓	✓	
Forklift Training – 8-Hour	✓	✓	✓
DOT HM-126/181 Training	✓	✓	✓
Facility Waste Profiling – 4-Hour	✓	✓	
Manifest Preparation – 8-Hour	✓	✓	✓
Supervisor Training – 8-24-Hour	✓		

SES safety staff and location management are responsible to see that all staff under their direction receives training on general workplace safety as well as specific instructions with regard to hazards unique to any job assignment. All personnel receive appropriate training as outlined in CCR Title 8, 5192 and CFR Title 29, section 1910.120. Topics include incompatibility of wastes, lab packing of wastes, proper personal safety, and emergency procedures. In addition to the initial and annual training, periodic safety training on operational procedures is given. Matters concerning occupational safety and health are communicated to employees by written documentation, staff meetings, formal and informal training, and through posting.

Communication from employees to supervisors and/or the safety representatives about unsafe or unhealthy conditions is encouraged and may be verbal or written, as the employee chooses. The employee may remain anonymous. During training, employees are familiarized with the nature, level and degree of risk and hazards likely as a result of participation in hazardous waste operations. All employees are encouraged to inform their supervisor, the program administrator or designee of any matter that they perceive as a workplace hazard and/or a potential workplace hazard. Employees are also encouraged to make safety suggestions and safety training to ensure employees retain the information, all training is accompanied by knowledge checks. Training is scheduled and tracked to ensure courses are current and all employees are up-to-date.

6. Completed notarized Work Authorization Affidavit form.

Following this page is the completed Work Authorization Affidavit form, as well E-Verify compliance documentation.

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WORK AUTHORIZATION AFFIDAVIT FOR BUSINESS ENTITIES

PURSUANT TO 285.530 R.S.Mo.

(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

County of Harris)

)SS.

State of Texas)

My name is Larry Whyde. I am the

Director of Bids & Proposals (title) of Stericycle Environmental Solutions (name of business). I

am authorized to make this affidavit and have personal knowledge of the facts stated herein. I hereby affirm that the aforementioned business is enrolled in and participates in a federal work authorization program operated by the United States Department of Homeland Security with respect to all employees working in connection with this contract. I have attached documentation to this affidavit to show enrollment and participation by the aforementioned business in a federal work authorization program, as required by Section 285.530 R.S.Mo. In addition, I affirm that this business does not knowingly employ any person who is an unauthorized alien in connection with the work on this contract.

Further, Affiant sayeth not.

Signature of Affiant

Larry Whyde

Printed Name

Director of Bids & Proposals

Title



Subscribed and sworn to before me this 21 day of July, 2015

Danielle LeBlanc Danielle LeBlanc

Notary Public

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Company ID Number: 94954

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Stericycle, Inc** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.



Company ID Number: 94954

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Stericycle, Inc

Reiko D Kilker

Name (Please type or print)

Title

Electronically Signed

01/28/2008

Signature

Date

Department of Homeland Security – Verification Division



Company ID Number: 94954

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/28/2008

Signature

Date

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D. Part IV - Project Approach

1. Understanding of Project Scope and Objectives

Stericycle Environmental Solutions will meet with KC Dumpster and the City of Lee's Summit to determine the specifics of the household hazardous waste services to be provided. We are confident our professional experience and qualifications combined with our in-depth knowledge of the HHW program services, enables SES to implement services seamlessly to a new account. We will focus on service enhancement and the needs of the program as the program is reactivated and grows to meet demand

SES's history in managing HHW programs dates back to 1989, when it was owned by a predecessor entity. Since our original program designs, we have grown to be the premier HHW contractor in North America by developing a team of professionals with unmatched industry experience.

Our experience includes full management of HHW, conditionally exempt small quantity generator (CESQG) and agricultural pesticide management programs throughout the United States. Nationwide SES has operated thousands of HHW drop-off events and our HHW business has more than 300 customers with approximate annual revenues in excess of \$30 million. Additionally, we provide service to 75 permanent (i.e., fixed) HHW collection facility operations.

SES's HHW program capabilities include the following:

- Mobile collection events
- Permanent facility operations
- CESQG programs
- Door-to-door collections
- Sharps program
- Transportation
- Waste management
- Electronics collection and recycling
- Hotline and appointment system
- Program planning
- Community education/outreach
- Training

SES's approach to servicing any HHW operation is to provide the highest quality of service for Saint Louis County to achieve their goals. Our first priority is to ensure compliance with all applicable regulations and the second is to manage all materials using the highest available waste management hierarchy.

The basis of this approach is to have a dedicated service team that the County and other participating constituents can rely on daily. Our Regional SES locations and our corporate office (as needed) will provide support to this service team to ensure the County's programs operate to its expectation and are in full compliance with the contract terms and conditions.

2. Unique services

SES offers many advantages to the City as a long-term partner:

Dedicated Service Team

A dedicated, qualified, knowledgeable and friendly project staff is committed to the successful operation of the City's HHW Program. Our team is committed to working with the KC Dumpster and the City's staff to achieve program goals, both on-site and during planning activities. We are pleased to include a consistent service team which has many years of HHW experience. Matt Langston, Kansas City TSD Facility Manager will oversee the staff and be responsible for all program operational activities. Jack Ranney, our HHW Account Manager, will be responsible for all contract issues, program planning, technical support, and oversight of project management activities. Along with SES's Missouri HHW team this service team will continue to work diligently to advance the goals of the County's HHW program including:

- Excellent customer service and technical support
- Legislative monitoring and feedback on changes that may affect your program
- Recommendations for potential incentives for cost savings
- Examine and recommend recycling and disposal alternatives as they become available

Reduction of Overall Program Costs

As our references indicate, we constantly strive to identify cost and operational efficiency opportunities to help you achieve your program goals and reduce overall program costs. Our full-service TSDs have the ability to receive nearly all types of waste, for multiple management methods. This allows us to consolidate waste at our facility to leverage volume discounts for disposal, which leads to optimal cost savings for the City. Also, our on-site personnel are able to pack material into larger containers because of the subsequent consolidation, rather than into incineration-direct packaging. This further reduces the City's rates for disposal and transportation.

Waste Management Focused on Reduction, Reuse, and Recycle

SES recognizes the City's commitment to the waste management hierarchy that promotes source reduction, reuse, and recycling above other management methods such as incineration and landfill. SES will ensure that the most appropriate waste disposal methods are available for the City's use in determining the optimal way to manage the household waste collected. Stericycle will evaluate each waste stream received on an ongoing basis and work with the City to keep current on available management options. We will continually determine the

available technologies and our current capacity for managing the waste according to the following hierarchy of waste management practices.

- Waste reduction
- Waste recycle
- Waste reuse
- Waste treatment
- Waste incineration
- Landfill

2. Quality Assurance Plan

SES offers a vast spectrum of services to a diverse client base. Each service line requires a unique approach to meet the needs of individual industries. Stericycle's management is committed to meeting the needs of clients through quality-assured and safely performed projects, and has policies and programs in place to do so.

Significant Features

Some significant features of SES's Quality Process, which have each been in effect for several years, include:

- **Operational Plans** that mandate specific QA requirements for daily operations at individual facilities;
- **Generic Quality Assurance Programs** for each service line (customizable to meet the needs of individual projects and clients);
- **Written, Client-approved Quality Assurance Programs and Standards**, where necessary, that meet requirements of federal and state environmental agencies, the American Society of Mechanical Engineers, the National Board of Pressure Vessel Inspectors, and other governing bodies for individual projects;
- **Work Orders** that define the scope, special equipment, and personnel needed for each job (and serve as the basis for documenting information used in continuous improvement initiatives); and
- **Quality Training** that addresses client, SES, OSHA, EPA, DOT, ANSI, and other requirements for relevant service lines within each operating division.

SES's Quality Management Plan covers safety, training, employee excellence, teamwork and communication, continuous improvement, innovation, and operational excellence. The "Continuous Improvement" section addresses SES's client-focused team approach, centered on our Continuous Improvement Process. This process primarily entails understanding our client's

expectations and requirements so we can design service quality checks to test our performance and improve upon it.

Documentation of Quality Issues/Problems

Throughout the project, job logs, verbal discussions, phone logs, surveys, and other methods used to identify and document quality issues raised by SES and/or the client,

SES regularly interfaces with clients for comments on how our services are meeting their needs. Stericycle asks for ratings in criteria specifically relevant to the type of service being provided and encourages clients to request that SES develop the capability to provide additional services beneficial to that client. Through such interaction with our clients SES has successfully developed and implemented programs that are both profitable and relevant to industry changes.

SES develops an understanding of service issues or problems predominantly through dissemination of Client Satisfaction Surveys. Certainly, information regarding client satisfaction is sent via different media (word of mouth, phone calls, letters, etc.), but this information is only truly tracked if a relevant KPI has been established to evaluate Stericycle's performance in the area of concern. Accordingly, we rely on the surveys to document this information, and serve as the first step in problem resolution and future preventive action.

Overview of Root-Cause Analysis Methodology

Stericycle applies root-cause analysis strictly and literally when evaluating safety-related issues, but applies it to quality related issues only when the event (service failure or otherwise) is significant enough to warrant investigation. When this occurs, we approach quality problem solving in much the same way as for safety, by first producing an incident report, then performing a root cause analysis in an effort to develop a corrective action. The root cause analysis uses flow diagrams, cause/effect diagrams, and similar tools to assist in identifying the true source of the quality issue.

Remedial Actions Taken

SES's on-site managers take corrective actions to remedy immediate quality issues. Root-cause analysis results are submitted to the local Facility Manager, who determines how the situation will be investigated and addressed. This response may include, but is not limited to:

- immediate replacement of inappropriate materials, equipment, or personnel;
- formation of a quality improvement taskforce to develop and implement a process that prevents recurrence; or
- forwarding of the issue to corporate-level management for a company-wide response.

Incorporation of Lessons Learned in Future Work Processes

Lessons learned are incorporated into the site-specific operating procedures, safety procedures, and quality program on an ongoing basis. This will include revision of training programs, discussions in operations planning and safety meetings, regular posting of KPI results to spur the on-site team to meet objectives, and similar actions.

Continuous Improvement Cost-Reduction Goal

Although SES has no formal company-wide goal for annual savings from continuous improvement initiatives, many contracts call for SES to produce cost reductions in our clients' overall costs for specific services. Among these are nationwide and facility-specific programs that have committed to reduce the client's costs for services. In some relationships, we have been able to reduce client costs significantly in the first year and bring continued reductions in subsequent years. These types of cost reductions can only be generated through successful continuous improvement initiatives.

Workforce and Management Involvement

As described above, all Stericycle personnel are integral parts of this program and are incentivized through compensation, promotion, and retention policies designed to ensure our clients receive high-quality service.

Quality Training Program

SES has developed an in-house training system to instill standards of safety, compliance, and operational excellence in our employees. We believe this seeds and propagates a commitment to quality service, and is a baseline requirement to meeting client expectations.

This training program, although not solely focused on quality, is designed to deliver the knowledge and philosophies of our quality program to our key operating personnel. These training programs target approximately 20% of our service delivery work force, and 50% of our professional work force.

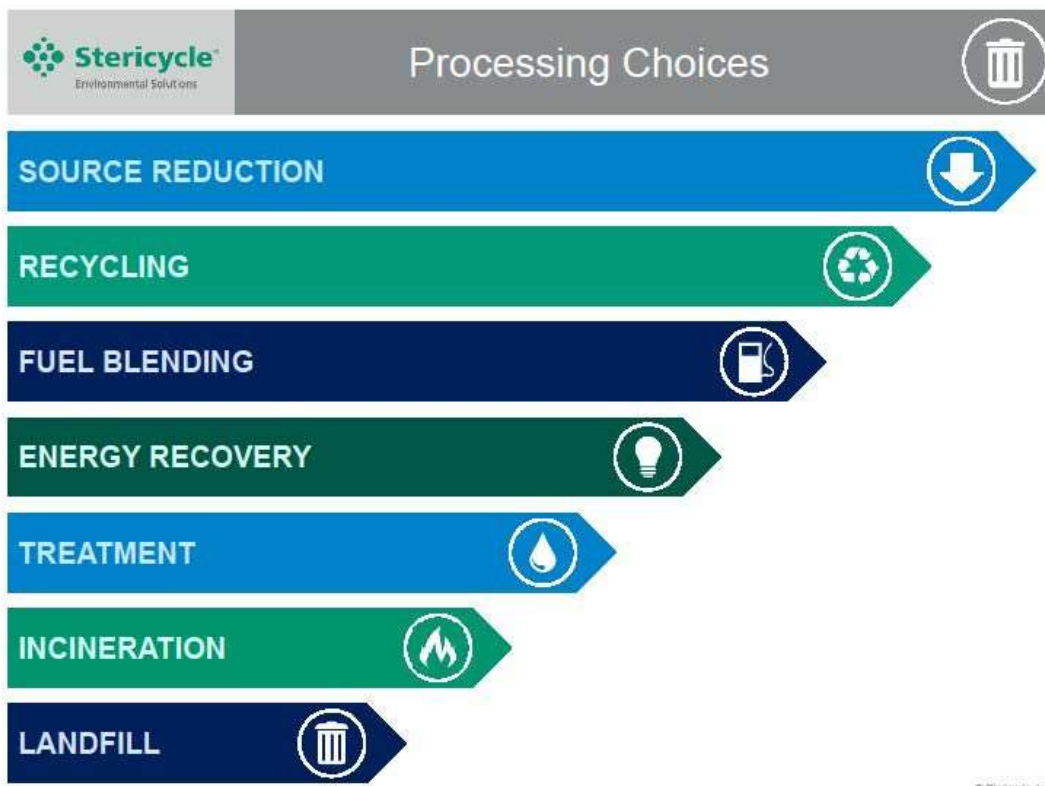
Quality Responsibility

As a diverse, comprehensive service supplier in many North American markets, SES operates as a decentralized services company that strictly adheres to its core business standards and philosophies. The position of Facility Manager of our operating locations is key to maintaining the freedom and flexibility to adapt to changing client needs, while maintaining focus on these core standards and philosophies. Therefore, the Facility Manager at each of Stericycle's operating facilities is responsible for ensuring quality at SES. Each employee that in any way touches the service delivery process from order to delivery to invoicing, however, is ultimately responsible for delivering quality to our clients.

All SES on-site dedicated and as-needed personnel will be individually responsible for the quality of their services and of the personnel who report to them.

3. Waste Management Hierarchy

The primary focus of SES after source reduction is beneficial reuse and recycling, with a wide range of options designed to maximize value while protecting valuable resources. SES works with each of its clients to provide the most effective solutions for their waste disposal requirements while remaining focused upon overall cost reduction.



This approach to HHW recognizes the hazardous characteristic and potential value of the waste collection and utilizes the best options to mitigate those hazards long term. Little to no waste goes to a landfill directly or after it's burned as an alternate fuel source. We are committed to continue to seek and implement the best practices for HHW management.

SES is committed to these priorities in waste management. We consider all available waste management options in order to manage waste through reduction recycling, or reuse when feasible. When not feasible, SES additionally offers fuels blending of flammable materials to recover their fossil fuel energy content, and treatment and discharge of corrosive materials to render them non-hazardous. Both of these offerings allow the City to avoid the liability associated with the least preferred management methods of incineration or landfilling whenever possible. Materials that can be managed as a non-hazardous waste will not be lab packed but recycled or disposed of as non-hazardous waste.

The following shows how SES normally packages, treats, and disposes of HHW.

Waste Category	DOT Hazard Class	Packing Method	Treatment/ Disposal
Aerosols	2.1	Loose pack	Incinerate
Alkaline Batteries	8	Loose pack	Recycle
Antifreeze	Non-regulated	Bulk	Recycle/Stab
Asbestos	9	Loose pack	Landfill
Auto and Lead Acid Batteries	8	Palletized	Recycle
Corrosives	8	Lab pack	Treatment
Flammable (bulked)	3	Bulk	Fuel blend
Flammable (packed)	3	Loose Pack	Fuel blend
Fluorescent Bulbs	9	Loose Pack	Recycle
Latex Paint	Non-regulated	Bulk/Loose Pack	Recycle/Stab
Mercury	8	Lab pack	Recycle
Motor Oil	Non-regulated	Bulk	Recycle/Fuel blend
Nicad Batteries	8	Loose pack	Recycle
Lithium Batteries	9	Loose pack	Recycle
Oil Base Paint	3	Bulk/Loose Pack	Fuel blend
Oil Filters	Non-regulated	Loose pack	Recycle
Other Batteries	Various	Loose pack	Recycle
Oxidizers	5.1	Loose Pack	Treatment/Incinerate
PCB Waste	9	Lab pack	Incinerate
Poison Solids and Liquids	6.1	Lab pack	Incinerate
Propane (small Cylinder)	2.1	Loose Pack	Recycling
Propane (BBQ)	2.1	Loose Pack	Recycle
Reactive	4.2 or 4.3	Lab pack	Incinerate
Non-Hazardous Solids	Non-regulated	Loose Pack	Waste-to-Energy/Stab

Cost-saving measures

The application of sustainable practices to our customers' waste streams includes recycling, fuels blending, and treatment technologies and has enabled SES to achieve recycling rates for some programs over 70%. This approach to managing the waste streams is designed to meet the EPA guidelines of by-product management. In this way, SES provides a high degree of long-term risk protection, but importantly, manages waste to by-products through our hierarchy of treatment technologies. There are significant benefits to our clients in full utilization of SES TSDF locations, including:

- Significant direct cost reduction through recycling or treatment
- Added value from maximizing transportation cost/weight
- Removing excess weight (vermiculite, container weights)
- Recycling of steel drums versus destroying
- In depth audit process of all end-disposal outlets

Product stewardship initiatives

PaintCare

As much as 65% of all material brought to your collection site will be paint and paint related material. In 2009, Oregon became the first state in the nation to adopt legislation mandating a comprehensive paint stewardship collection program for post-consumer paint. This landmark legislation translates to significant cost savings to HHW programs across Oregon.



In early 2010, the American Coatings Association (ACA) formed PaintCare to coordinate the network of collection sites, transportation and recycling of paint collected through the network. This program will collect a fee for all paint sold in Oregon to fund the management of waste paint. Through a competitive bidding process, SES/PSC was chosen as the primary transportation and paint management vendor for PaintCare.

PaintCare has not been implemented in the State of Missouri, but Stericycle can provide recycling of latex paint as a disposal option through 3rd party approved facilities.

Sustainability

For twenty-five years PSC Environmental Services, now Stericycle Environmental Solutions has invested in our employees, our operations and our communities to deliver first in class environmental services. Our employees provide innovative solutions that help our clients achieve their sustainability goals. State of the art technology streamlines our operations allowing us to provide more service utilizing fewer resources. We invest in training and professional development so our employees return safely to their families every day. We understand that improving our triple bottom line has a tremendous positive impact on our communities, our environment and the future of our business. Sustainability is a primary focus in delivering services to our clients. Here are just a few examples:

Technology

Technological innovations are building operational efficiencies while improving our overall customer experience. **Hand-Held Devices** connect every service route to our operations and customer service team. The devices capture customer data on site and link it to our operating systems. Our technicians weigh containers and print shipping documents such as manifests and labels right at the point of pick up. **Laser** is an EPA approved process protected by a U.S. Patent allowing SES to print laser manifests in the field as opposed to using pre-printed forms. This on-demand printing produces a completely legible, precise form for compliance recordkeeping. The streamlined data entry system reduces the amount of time we spend on-site, expedites waste receipt at our TSD, improves the accuracy of information on the shipping documents and reduces waste from unwanted or incorrect shipping documents. **On-line invoicing and payment** is a convenient option for our clients that eliminates the need for thousands of printed pages each year.

Scheduling and Transportation

SES launched **ServiceMax** dispatching application in 2013. This cloud based application, fully integrated with SES's Customer Relation Management (CRM) system allows our logistics and field services team a process for dispatching personnel and equipment from a centralized system. Our clients receive a scheduled service window on the first phone call rather than waiting for later confirmation. The system has also improved our on-time performance, consistently arriving within the scheduled service window with greater than 90% accuracy.

Supply Chain

Environmentally Preferred Purchasing- Each year, SES spends approximately \$1.5 million dollars on reconditioned waste containers and office supplies with recycled content.

Waste Management

We've worked hard to provide our clients with more options in sustainable waste management including waste-to-energy, alternative fuel usage, solvent distillation and silver recovery. We work individually with our clients to introduce waste minimization opportunities and find the right solutions for their unique waste streams. Through capital investment in our solvent recycling equipment, Stericycle Environmental Solutions has significantly increased the percentage of waste fuels recycled into a new, saleable product. In the first two years alone (2012-13) our solvent rate increased seventeen percent (17%). The fuel that does not meet the technical specifications for recycling is utilized as an alternative fuel in the cement industry. These fuels replace raw materials used to operate kilns in the product of cement and cement products

4. Customer Service

i. Customer Service

i. Overall Customer Service at the HHW Facility

Delivering excellent customer service begins with careful site set-up planning that considers many aspects and issues that can affect the operations' safety, as well as preventing any release of hazardous waste to the surrounding area. Some of these aspects include appropriate size for collection activities, equipment and supplies needed, and vehicle traffic patterns. The following are key items that need to be considered when planning site operations for the County's HHWF:

- Smooth traffic flow through the unloading area with adequate space for emergency egress, if needed
- Proper signage, traffic cones and directional information
- No smoking in collection area or vehicles dropping off materials
- Signage providing participants with additional information (e.g. "No Smoking" and "Remain in Vehicles")
- Access to water, restrooms, and telephone
- Easy access to emergency equipment (e.g. eye wash and safety shower)
- Clear direction in regards to an emergency situation

SES will develop an Operational Plan & Procedures for the City's HHWF and will work with the City to make any necessary modifications as needed. All Stericycle staff that work at the HHWF will be trained on the operations plan, and customer services to each participant will be reiterated as the top priority.

ii. Dealing with Disgruntled Customers

SES strives to satisfy customer needs and works hard to find practical, cost-effective solutions whenever possible. When it comes to handling dissatisfied customers, we take a proactive approach by first identifying likely causes of dissatisfaction, developing solutions, and implementing them whenever the need arises.

Having provided HHW solutions for more than 20 years, the City will benefit from SES's experience in handling sensitive customer issues. Educating the public on common issues and how to avoid them helps minimize dissatisfaction and helps make the experience more satisfying. By implementing an SES customer education and awareness program, the City will mitigate the incidence of disgruntled customers.

On those rare occasions when a disgruntled customer has an issue, our professional on-site staff will work to achieve a solution that is acceptable to both the customer and the City.

iii. Customers with Unacceptable Waste

Stericycle reserves the right to reject any items deemed unsafe or unsuitable to handle. These items may include, but are not limited to:

- Explosives
- Ammunition
- Radioactive Wastes

Stericycle will work with the City and Mid America Regional Council to determine options for managing and disposing of these items if they should be encountered. It is our experience that the local police and/or fire department can be called upon to handle most explosives and Stericycle can handle biological waste upon request. Stericycle maintains professional relationships with private companies that manage PCB and radioactive waste and can assist in arranging for appropriate handling of these items if needed.

SES will not let vehicles leave the site if they are carrying eminently dangerous unacceptable material in the vehicle that poses an immediate threat. The vehicle will be directed to a segregated area and the proper authorities contacted. SES will secure the unacceptable materials as best as possible, store the material at a location that the City approves, and obtain a quotation for proper management and disposal.

iv. Customers Who Deliver Regulated Business Waste

Only household hazardous waste will be accepted. SES will not accept business or suspected business waste from businesses, non-profit organizations, churches, home-based businesses, or rental property operations, at the collection facility. Generally, business waste can be identified based on large quantities of materials or items that are not typical of household usage.

If a participant delivers materials suspected to be business waste, the participant will be interviewed to determine the nature of the waste. SES can provide information for proper disposal to individuals attempting to deliver unacceptable business waste at the collection event.

v. *Waste from Participating Communities*

SES staff will accept HHW from residents of MARC participating communities. For those who are from a non- participating community, Stericycle staff will provide supplemental reference information on how they can properly dispose of the material. Alternatives will be determined satisfactory to the City and MARC before being included in the operations plan to ensure that the message is mutually agreed upon and that the information is delivered in a respectful fashion to the public. Typical options can include but are not limited to:

- Earth 911, a national website that lists all disposal and recycling centers
- State listing of HHW programs
- Dealing directly with Stericycle Environmental Solutions CESQG pick-ups

Stericycle shall conduct regular and periodic surveys of HHWF participants to determine customer satisfaction, advertising effectiveness, and scope of HHWF usage. SES, the City, MARC, and KC Dumpster shall mutually agree upon the survey format, number and frequency of surveys, and method of surveying participants.



Stericycle understands that through our interaction with residents, we represent the image and reputation of our own company as well as the City, MARC, and KC Dumpster. As such, each employee is trained and instructed to interact with HHW collection event participants and property owners in a professional, polite manner. This point is stressed during the daily site safety meeting prior to the commencement of operations, and is an integral part of SES culture to provide premier customer service. Any non-conformance to this policy will be dealt with quickly and remedied to the satisfaction of both the City and Stericycle.

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E. Part V - Operational Plan

1. Proposed Operations Schedule

At such time as Stericycle has received a notice of award, we will meet with KC Dumpster, and the City to finalize the service method and schedule for providing collection service. A detailed Operations Plan will be developed that specifies all tasks and requirements for operating the facility, approved methods of disposal, reporting, and environmental health & safety (EHS) requirements. The Operations Plan will be developed to comply with all EPA, State of Missouri, MARC, and City requirements.

2. Hazardous Materials Handling Procedures

As one of the leading household hazardous waste providers in the US SES has experience with operations of permanent and temporary events. Below you will find SES's structure for facilitating waste segregation and the management methods associated with transportation and disposal of wastes.

i. Receiving and Segregating Waste

Unloading

The unloader will have the following responsibilities. Once the vehicle has stopped, and the engine has been turned off, the unloader will remove the waste material from the vehicle. It will be the responsibility of the unloader to ask the participant the identity of the material being unloaded, if the waste container is not labeled. Special attention will be given to unlabeled materials, and those with conflicting markings/labels. The unloaders will be careful not to accept any of the materials on the unacceptable list.

Unloaders will only put the materials on the top of the waste carts for movement into and around the facility. In the event of an evacuation, residents will be instructed to exit their vehicles and accompany them to the evacuation assembly area.

Sorting/Screening

Sorting personnel will sort materials from the carts into the appropriate loosepack, labpack, and bulk waste streams. Hazardous materials Technicians and Chemists will identify and segregate the waste by DOT classification making sure all waste is packaged per DOT and Stericycle requirements.

ii. Screening/Handling Procedures for Unknowns

Laboratory/Unknown Identification

In this area the Chemist will characterize unknown materials using HazCat techniques. Care will be taken while running these tests that incompatible materials are not mixed, and that the testing apparatus is not creating additional hazards. Persons working in this area will pay close attention to the materials being tested to avoid hazardous reactions.

The following procedures will be followed on-site in the identification of unknown/unlabeled waste. All unlabeled material received at HHW collections are sent directly to the labpack sorting table for testing.

Unknown chemicals will be tested using the HazCat system and physical tests to determine proper DOT classification. Once characteristics of an unknown compound are determined, materials are packed into the appropriate waste category.

The first step in identifying an unlabeled chemical will be to closely inspect the container to determine if portions of a label, color, shape or type of bottle give clues to its contents. Pesticides can often be identified by the type of containers; the same is true for cleaning products.

All materials that have formed crystals in or around the lid are tested for peroxides. The peroxide test strip is moistened and placed in contact with the crystals. The test is very sensitive and residual peroxides are sufficient to assess these compounds. Crystallized peroxides are generally shock sensitive and should never be opened, bumped, heated or physically stressed as they may explode if disturbed. Materials testing positive, but without crystals are packed into the organic peroxide labpack drum.

The second step is to determine if the material is an oxidizer. Potassium iodide starch paper is wetted with a 10% HCl solution and placed in contact with the material. If the oxidizer test is positive the material will be packed with the oxidizers regardless of pH.

Alkalinity and Acidity is tested with a single strip of pH paper. Solids are tested by wetting a small amount of the material in a petri dish. Liquid test strips are wetted with pH neutral water, and then dipped into the solution to be tested. If all other tests are negative and the pH is less than 4 the material will be placed with the acids, if the pH is greater than 10 it will be placed with the alkali. Flammability is assessed using a modified open-cup assessment test.

After each of the classification tests, it is important to record the results to avoid confusion and the duplication of efforts. The following notations are marked on the container using an indelible ink marker.

Peroxide Test Positive:	OP+
Peroxide Test Negative:	OP-
Oxidizer Test Positive:	OX+
Oxidizer Test Negative:	OX-
pH Test:	pH= _____
Flammability:	FL+/FL-

In the event that all tests to identify a hazard are inconclusive, an unknown material is generally placed solid or liquid toxic drums for incineration. Chlorinated hydrocarbons tests may also be performed to assess PCB or chlorinated solvent contamination in bulked oil drums.

Once identified, the materials will be returned to the sorting area to be packed. It is the responsibility of the HazCat personnel to communicate to the sorting personnel the hazardous nature of the materials being returned.

iii. Waste Packing and Bulking Procedures

SES offers a simplified approach to packaging, requiring waste be sorted and packaged to D.O.T. requirements, for acceptance into our facilities. After screening has occurred the wastes will be packaged in various methods as described below.

- ☐ Flammable Liquids (Oil base paints and solvent, staged for bulking)
- ☐ Flammable Liquids and Solids (Other flammable materials, not suitable for bulking will be loose packed. Flammables will be labpacked only if required by DOT [i.e. the waste is in a glass container or carries a subsidiary hazard, Flammable, Poisonous 3 (6.1) waste for example])
- ☐ Motor Oil, Antifreeze and Auto Batteries (bulked or palletized)
- ☐ Latex Paint (staged for bulking)
- ☐ Labpack Materials (After screening and classification material will be put in proper drums identified by Haz Class. Ex: Haz class 6.1 will be packaged together in one container.)

-
- ☐ Reusable items will be sorted out of the waste stream onto carts and wheeled over to the reuse area.

The following methods are recommended to package and transport the collected waste materials:

- **Bulking:** This is the most space saving and cost efficient way to package the waste. This method reduces air space in the drums, allowing shipment of fewer drums, which decreases cost of transportation and minimizes handling at the disposal facility. SES recommends consolidation/bulking of the following collected items onsite: gas, thinners, solvents, turpentine, oils, antifreeze, mineral spirits and other similar fluids. Bulking should be performed in strict adherence to established operations and safety plans and in accordance with any municipal, state, and/or federal regulations and guidelines. No unlabeled items should/will be poured off. Prior to consolidation waste materials will be mixed in a bucket to check for compatibility. Technicians will wear poly-coated tyvek, half face respirator with organic vapor cartridges, protective gloves, and steel-toed boots and use only non-sparking tools. Drums used will be steel and poly closed head drums and UN rated totes. Bulking into totes saves time and money in processing and handling which can be passed on to the Counties. Totes will be the preferred container for consolidation on larger events.
- **Loose pack:** This method allows for the profiling and packaging of commonly generated HHW materials into drums, cubic yard boxes and roll offs. This saves a tremendous amount of time during segregation and packaging. The items frequently loose packed are paints, pesticide solids/liquids and aerosols.
- **Lab Pack:** All other waste streams will be lab packed according to 49. CRF.173.12b allowing for compatible materials to ship together under a generic shipping name. As the materials will be going directly to a permitted TSD for processing, packing slips will not be required, thereby saving some additional time at the events.

The following items will aid in determining the packaging method used to containerize the waste materials:

- Physical and chemical properties
- Chemical compatibility
- Size of the actual waste container
- DOT shipping requirements
- Disposal technologies (incineration, fuels blending, recycle, etc.)
- Ultimate disposal facility requirements

iv. Waste Storage Procedures

Upon acceptance, waste materials are segregated by compatibility and stored within the permitted storage units of the facility. If fire-rated and code compliant chemical storage units are not available on-site, the waste will be packaged per DOT specifications during each day of the facility operations.

Each time a container is generated, a waste tracking number of the container and the process being performed on the material are recorded on the waste process form. Any time a new container of material is produced during processing, the new container is issued a computer generated waste tracking number, which is affixed to the new container. The waste tracking number and the identity of the newly generated material are recorded on the waste process form. At the end of each shift, the Waste Process Form is submitted to the plant record keeper for entry into the data tracking system.

When a container is prepared for shipment off-site, the container's waste tracking number is recorded on the outgoing waste handling form. The outgoing waste handling form is attached to the generator copy of the outgoing manifest and submitted to the plant record keeper for entry in the data tracking system.

These procedures provide a paper trail of each container as it passes through the facility. All container storage areas and processing areas shall be inspected daily when in use. At a minimum, weekly inspections are to be completed and recorded on a prepared log sheet for all storage and process areas and equipment. Inspection logs shall be maintained at the facility for a period of no less than three years from the date of inspection. Where inspections reveal discrepancies such as leaking containers, immediate corrective action shall be taken by operations personnel to resolve the condition.

v. Spill Contingency Plan

Spill prevention and on-site safety remain our first commitment in the operation of HHW collection programs. The following is a description of our procedures for dealing with spills and leaking containers. This includes the training of our employees in the proper handling, sorting, and packaging of waste products to significantly reduce the risk of spills and exposures from leaking containers.

Spill cleanup will be an immediate priority for our on-site staff. Obviously, the type and quantity of material spilled will affect the level of response. The following steps outline typical procedures to address on-site spills.

SOLIDS



- Alert Site Supervisor
- Assess the identity and quantity of material spilled

-
- Use hand broom and dustpan to collect the spilled material
 - Place the collected original material into the original product container if possible. If not, seal material in plastic zip-lock bag and label
 - Complete the spill clean-up up by using absorbent pads to wipe remaining residue from the spill area and decontaminate equipment used. Use a clean pad to decontaminate gloves.
 - Place used absorbent pads in a plastic zip-lock bag, label, and package material in appropriate drum category.

LIQUIDS

- Alert Site Supervisor.
- Assess the identity of the spilled material.
- Use granular or pad absorbent to control movement of liquid.
- Use enough absorbent to absorb all free liquids.
- Work the absorbent into the spill with a broom.
- Collect all contaminated absorbent into a plastic bag or pail. Label the container appropriately.
- Decontaminate the spill area with absorbent pads and discard with the contaminated absorbent.
- Decontaminate any equipment used.
- Label and package material in appropriate hazard class.

In addition to spills, unsealed or leaking containers must be properly sealed prior to packaging. SES uses large plastic ziplock bags to contain the material; the outside of the bag is marked if the container label has become unreadable. If drum overpacking is required, the HHW participant will be directed by the Site Supervisor to a designated overpack area.

The following equipment is included in all SES spill containment barrels.

- Duct tape
- Clear ziplock bags of various sizes
- Diatomaceous Earth Absorbent
- Oil and Universal Absorbent pads
- Broom, Shovel, Dust Pan
- 55-gallon drum liners (6 mm)
- 85-gallon overpack drums

In the event that a spill or release occurs, presenting a safety hazard beyond the protective capabilities of the issued PPE, the area will be evacuated and the Site Supervisor will implement the appropriate emergency response actions.

If site evacuation is necessary, the Supervisor will direct everyone to proceed to a location upwind of the waste handling area. Traffic control personnel will direct vehicles out of their lanes and to an exit away from the hazard before leaving their area and waste handlers will assist them if needed.

SES's insurance policy covers all spills and incidents that may occur as a result of our actions while our staff are on site. The County's liability is also minimized in regards to Worker Safety Regulations as all staff assigned to your project have the 40 hours OSHA HAZWOPER and other trainings pertaining to hazardous materials.

3. Operations Procedures

i. Facility Opening and Closing Procedures

SES employees will arrive at least 30 minutes prior to the advertised opening of the HHWF. This will allow enough time to conduct set-up and inspections before the site is scheduled to receive the first participant. Prior to opening SES will:

- Unlock and open entry /exit gate.
- Unlock and or open exterior and fire doors including exterior storage building doors.
- Don PPE including steel-toed boots, uniforms, disposable chemical resistant gloves, and safety glasses.
- Replenish supplies and forms.
- Collect, segregate, package and document all waste.

Off Loading Procedure

- Direct resident to unloading area.
- Verify that participant is resident of the MARC region and that material is residential.
- Remove material from car, segregate out latex paint. Place on carts.

- Segregate material into proper drums.
- Once drums are full - move to storage buildings.
- Update current drum sheet.

Closing procedure

- Turn off all electrical equipment in use during the work shift.
- Ensure that all waste containers are placed in secondary containment area
- Make sure not over allowable storage amounts in main building.
- Move all equipment indoors for the night. Check behind facility for tools left out.
- Put funnels away and close all drums.
- Close and lock all exterior doors. Make sure doors to storage buildings are locked.
- Lock entrance gate at closing time.
- Update system with weights of participants.

ii. Facility Housekeeping

SES will maintain the HHWFs on a daily basis. Our rigorous inspection plan specifies the schedule and method of inspection of various equipment, structural and operation features of each facility. This program is designed to attain a clean appearance and safe working environment.

Other routine housekeeping tasks include, but are not limited to:

- Maintain organized and orderly files
- Immediately clean up spills and splatters
- Change visqueen sheeting on the floor weekly, or when needed (if applicable)
- Immediately patch holes and tears in visqueen
- Pick up paper and debris inside and along the perimeter of the facility
- Sweep facility daily
- Immediately wipe spills and residue on the outside of the bulking drums
- Ensure all labels and markings are legible and securely affixed to containers
- Package and store all waste in the appropriate containers at the end of each day

-
- Store all supplies within the interior fencing of the facility

All food and drinks will be stored and consumed within the designated break area. Smoking is prohibited in or near the facility.

In addition to our own internal inspections, SES understands that the City and/or MARC may/can conduct periodic safety inspections. SES will cooperate with the City, MARC, or MDNR in addressing all areas of concern and remedy deficiencies (if any) promptly.

If during an inspection deficiencies that are identified will be remedied immediately. The following areas will be evaluated daily: Hazardous Conditions, Emergency Preparedness, Personal Protective Equipment, Decontamination Area, Personnel Methods Behavior, Chemical Handling and Storage, and Traffic Flow and Points of Public Contact.

iii. Facility Equipment Maintenance

SES shall provide all necessary materials required for operations of HHWF operations, emergency response incidents, and the proper separation, containerization, handling, storage, transport and disposal of collected materials. SES shall provide an adequate number of containers, packaging materials, and absorbent for on-site bulking of certain materials. SES will also provide all necessary personal protective equipment, supplies, and administrative materials which includes, but is not limited to, protective clothing, goggles, respirators, tools, portable restrooms, traffic cones, visqueen, forms, manifests, labels, markings, placards, office supplies and equipment including copier/facsimile machines, forklifts, pallet jacks, paint bulking equipment and any other materials/supplies required to independently conduct household hazardous waste collection, reuse, recycling, and disposal activities (standard services) at the permanent collection centers.

iv. Facility Inspections

SES staff will conduct periodic facility inspections as stated in the HHWF SOP. Inspection forms may be modified to meet the specific needs of the City, MDNR, and or MARC.

Daily Facility Inspection will address all safety equipment, security items, drum inventory logs and secondary containment if applicable.

v. Drop Offs at HHWF During Non-Operational Hours

SES will manage all material that is left at the HHWF during non-operational hours per the SOP agreed upon with the City. This SOP will include but not be limited to complete documentation of the incident, material types, material volumes, and photographs.

F. Part VI - Subcontractors

Stericycle Environmental Solutions will not utilize subcontractors for operating the collection facility.

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G. Part VII - Compliance History

1. Health & Safety Plans

SES has extensive experience preparing and providing site/job specific Operations, Contingency, Health and Safety Plans and Illness Prevention Plans. Upon award, SES will provide updated site specific plans for work at the City's HHWFs. These plans will be comprehensive and compliant with all EPA, MDNR, regulatory requirements, and MARC requirements. Plans will be completed and submitted for review and approval to the City's Program Manager. Staff training is documented and filed with plans that are maintained on-site.

Safety and Emergency Procedures

The Health and Safety Plan includes the following components:

- Site Location
- Description of Project
- Site Characterization
- Site Safety and Health Responsibility
- Risk Analysis
- Training Requirements
- Medical Surveillance
- Comprehensive Work plan
- Decontamination Procedures
- Emergency Response Plan
- Map and directions to Nearest Hospital
- Emergency Contact Information
- Labeling, Marking, and Manifesting Procedures
- Lab pack Instructions
- MSDSs
- Reporting Forms
- Approvals (PBR, Variances)

Operations Plan, Site Layout

The Operations Plan includes the following components:

- Site Information
- Facility Administrator
- Contractor Information
- Generator EPA ID Number
- Contract Administrator
- Site Work Plan (set-up, collection, spill clean-up secondary containment, PPE, waste shipments, site closure)
- Site Layout

Company Policies/Procedures Specific to HHW Program and HHWF

SES realizes that HHW collection events pose a potential hazard to employees, City property, and community residents. In an effort to minimize these potential hazards, SES has developed an extensive training program and site safety plan.

All employees onsite must attend a pre-event health and safety meeting that outlines all the activities onsite, as well as the hazards that may be encountered during these activities. Each employee is required to sign the safety sheet stating that they understand the hazards and contingency plan and are able and willing to carry out the plan in the event of an emergency. This meeting assures that all employees are aware of the following:

- Location of safety equipment
- Each employee's role and expectations
- Contingency plan in the event of an emergency
- Traffic flow
- Acceptable and unacceptable materials
- Packing strategy
- Hazards associated with the materials that are commonly collected

2. Contingency Plans

Stericycle Environmental Solutions has developed a contingency plan in the event of release, spill or emergency. A copy of this plan will be on the person of the project manager. The plan will include safety references, emergency phone numbers, hospital information, poison control center, police department and SES contact information. The project manager will evaluate any and all spills to determine appropriate action and clean up required.

A continuous blast of a hand-held air horn or a truck horn will be used in the event of an emergency that requires evacuation. All on-site operations will cease, residents will be evacuated from the unloading area, and all employees will leave the area and gather at the designated evacuation gathering point for further instruction. The project manager will at that point further assess the situation and determine appropriate action.

If a resident or employee experiences a health issue (such as heat stress, cuts, fractures), first aid will be administered. The project manager will be notified and will summon further medical assistance if deemed necessary.

If a resident or employee shows signs or symptoms of chemical exposure, the employee will be decontaminated and first aid will be administered. The project manager will be notified and will summon further medical assistance if deemed necessary.

SES also has developed and implemented a Business Continuity Plan (BCP) for systematically addressing protocols for security, emergency response, and business continuity with respect to our employees, their families, our facilities, and our customers. The BCP addresses natural disasters, pandemic, acts of violence or other hostile situations.

RCRA Compliance

The Kansas City TSDF (Solvent Recovery, Inc.) is a RCRA Part B permitted facility and is operated in compliance with EPA and State of Missouri (MDNR) regulations. A comprehensive list of inspections and violations for the Stericycle TSDF can be provided upon request. A Facility Audit package has been included in this Qualifications document.

FACILITY AUDIT PACKAGE



Kansas City, Missouri TSDF

LEGAL/PERMITTED NAME: Solvent Recovery, LLC

700 Mulberry St.

Kansas City, MO 64101

816-474-1391

StericycleEnvironmental.com



Facility Audit Package | Kansas City, Missouri TSDf

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INTRODUCTION

ENVIRONMENTAL SOLUTIONS FACILITIES
& CONTACTS

INSURANCE

PERMITS & ACCEPTED WASTE CODES



Facility Audit Package | Kansas City, Missouri TSDf

About Stericycle

We protect what matters

Around the world and in most organizations, increasingly strict regulatory guidelines and stringent quality controls are putting new demands on businesses. And for many, staying up to date with the requirements that govern their respective industries is a challenge. That's where we come in.

Stericycle is a world-leading business-to-business services company providing organizations, large or small, with a wide array of essential and highly specialized compliance-based solutions. We have the scale, expertise, and experience to handle the many complicated and often behind-the-scenes services that allow our more than 1,000,000 customers to focus on their business.

To our customers and the communities that we serve, Stericycle is a company that protects people, brands and business. We protect what matters.

Overview of Stericycle's Key Services



M&I
Hazardous Waste

Proper packaging, transportation and treatment of "less than a truckload" RCRA regulated materials



Retail/Healthcare
Hazardous Waste

Turn-key services to manage disposal of hazardous wastes in the healthcare setting and from unusable products from retail outlets



Pharmaceutical
Waste

Proper packaging, transportation and treatment for all types of unused pharmaceuticals to protect the environment and communities



Compliance

Tools and resources to promote safety, compliance, data privacy, and other best practices for small healthcare offices



Medical
Waste

Compliant management of regulated medical waste to protect workers, reduce contamination risk, and improve sustainability



Information
Destruction

Protects businesses and their customers with secure collection and destruction of confidential information



Recalls

Comprehensive brand protection solutions including notifications, returns management, replacement, and reporting of product recalls



Communication
Solutions

Live voice and automated systems to manage customer and patient contact, appointments, and other communications

Stericycle Environmental Solutions

Stericycle Environmental Solutions provides customers with an unparalleled portfolio of services designed to successfully comply with all environmental and waste regulations. Our deep bench of highly trained technicians, expertise in compliant packaging for containment and segregation, and fleet of specially equipped trucks address our customers' needs and ensure full compliance with various OSHA, DOT, EPA and state regulations.

A total of thirteen RCRA Part B permitted Treatment, Storage and Disposal Facilities (TSDFs) and approximately fifty permitted Service Centers deliver the most appropriate hazardous waste disposal method for any given client, while meeting all regulatory and sustainability goals.

Beyond compliance, we work closely with our customers to uncover innovative reuse, recycling and alternative-use options that control costs, minimize liability, and support sustainability goals and environmental responsibility.

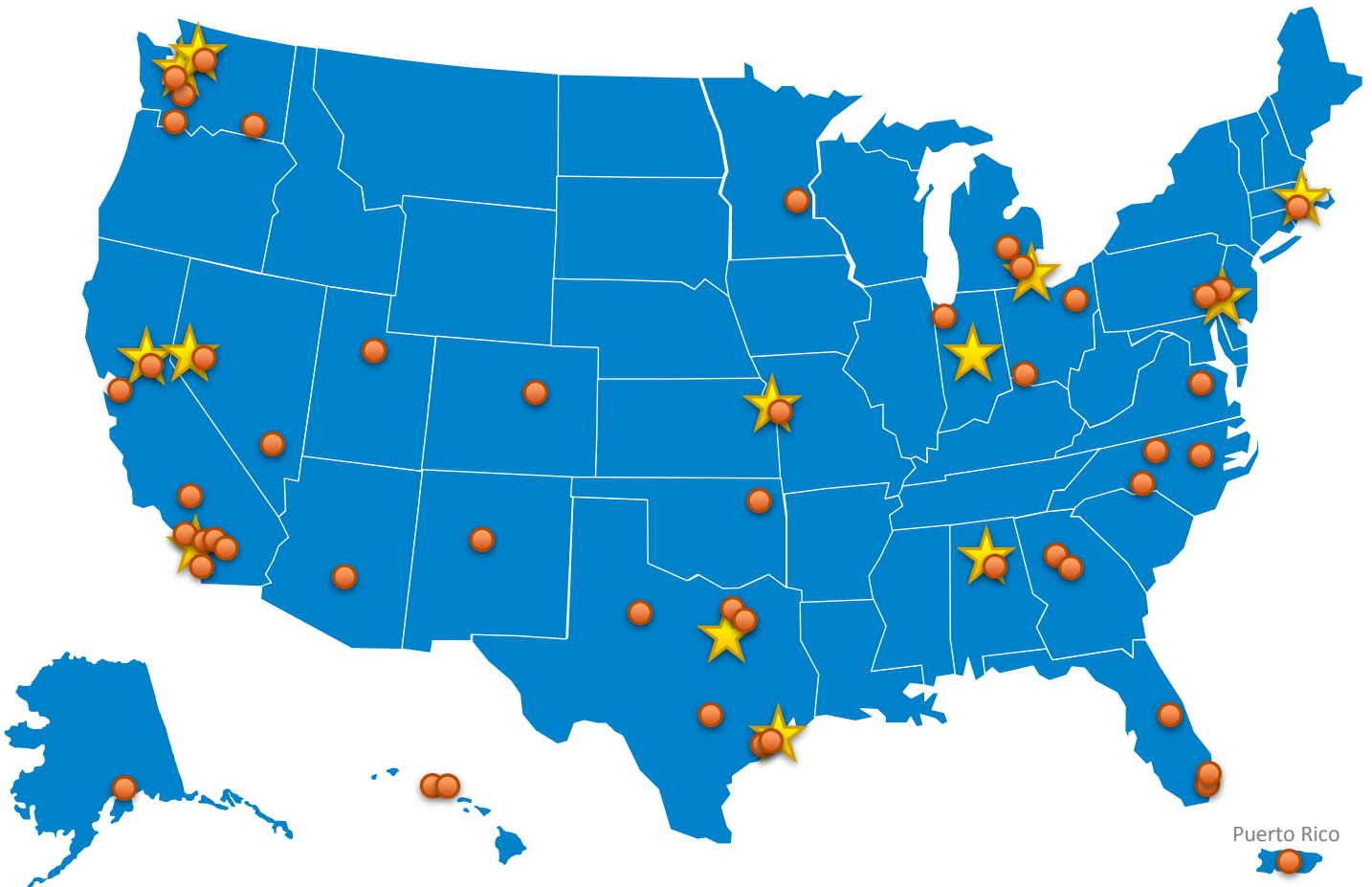


Facility Audit Package | Kansas City, Missouri TSDf

U.S. ENVIRONMENTAL SOLUTIONS FACILITIES

KEY

 TSDF  Service Center



Treatment, Storage and Disposal Facilities

500 Medco Road Birmingham, AL 35217 205-841-1707	LOCATION TYPE	TSDF	CAPABILITIES RCRA Part B Facility, Storage capacity of over 67,000 gallons and 1,040 drums; Solvent recovery/distillation; Fuel blending. Transportation and Disposal of Hazardous, Non-hazardous, and Universal wastes.
	LEGAL/PERMITTED NAME	Allworth, LLC	
	EPA ID #	ALD 094 476 793	
FACILITY MANAGER Todd Williamson	LEGAL DOT NAME	Nortru LLC	
	DOT #	337503	

425 Isis Avenue Inglewood, CA 90301 323-776-6233	LOCATION TYPE	TSDF	CAPABILITIES RCRA Part B Facility, Transportation services; storage capacity of 183,400 gallons and 1,080 drums; Fuel blending; Solvent recycling/distribution; Transportation and Disposal of Hazardous, Non-hazardous, and Universal wastes. Battery recycling; Fluorescent bulb recovery; Chlorinated solvent recovery.
	LEGAL/PERMITTED NAME	Rho Chem, LLC	
	EPA ID #	CAD 008 364 432	
FACILITY MANAGER Dorothy Harley	LEGAL DOT NAME	Rho-Chem LLC	
	DOT #	195711	

11855 White Rock Rancho Cordova, CA 95742 916-351-0980	LOCATION TYPE	TSDF	CAPABILITIES RCRA Part B Facility; Repacking; Consolidation; Lab packing; Transportation & Disposal of Hazardous, Non-hazardous, and Universal wastes. Bulk liquid capacity of 360,000 gallons. Containerized waste capacity of 3,140,000. On-site laboratory for testing received waste. 10-day Truck-to-Truck Transfer;
	LEGAL/PERMITTED NAME	General Environmental Management of Rancho Cordova, LLC dba PSC Environmental Services of Rancho Cordova	
	EPA ID #	CAD 980 884 183	
FACILITY MANAGER	LEGAL DOT NAME	21ST Century Environmental Management of California LP	
TBD	DOT #	2059497	

Treatment, Storage and Disposal Facilities (continued)

2770 Fortune Circle East Indianapolis, IN 46241 317-860-1192	LOCATION TYPE	TSDF	CAPABILITIES RCRA Part B Facility, Transportation, Storage, Disposal of Hazardous and Non-Hazardous waste, Universal waste, Waste to Energy, Recycling
	LEGAL/PERMITTED NAME	Stericycle Specialty Waste, Inc.	
	EPA ID #	INR000110197	
FACILITY MANAGER	LEGAL DOT NAME	Stericycle Specialty Waste Solutions, Inc	
Keith Birdwell	DOT #	1348411	

515 Lycaste St. Detroit, MI 48214 313-824-5840	LOCATION TYPE	TSDF	CAPABILITIES RCRA Part B Facility; Storage capacity 1.1 million gallons and 2,020 drums; Solvent distillation; Metal/solids shredding; Metal drum recycling; Transportation and Disposal of Hazardous, Non-hazardous, and Universal wastes and Waste-to- Energy Recycling.
	LEGAL/PERMITTED NAME	Petro-Chem Processing Group of Nortru, LLC	
	EPA ID #	MID 980 615 298	
FACILITY MANAGER	LEGAL DOT NAME	Petro-Chem Processing Group of Nortru, LLC	
Allen Jones	DOT #	337503	

700 Mulberry St. Kansas City, MO 64101 816-474-1391	LOCATION TYPE	TSDF	CAPABILITIES RCRA Part B, CERCLA approved Facility; Storage capacity 85,650 gallons and 2,891 drums; Fuel blending; Lab pack/de-pack;
	LEGAL/PERMITTED NAME	Solvent Recovery, LLC	
	EPA ID #	MOD 000 610 766	
FACILITY MANAGER	LEGAL DOT NAME	Nortru LLC	
Matt Langston	DOT #	337503	

2095 Newlands Dr. E Fernley, NV 89408 775-575-2760	LOCATION TYPE	TSDF	CAPABILITIES RCRA Part B Facility; storage capacity of 182,303 gallons and 2,942 drums (liquid); 3,211 cubic yards (solid); Inorganic waste treatment; Metal- bearing resource recovery; Photographic silver recovery; Battery recycling, Transportation and Disposal of Hazardous, Non-hazardous, and Universal wastes.
	LEGAL/PERMITTED NAME	21st Century Environmental Management of Nevada, LLC	
	EPA ID #	NVD 980 895 338	
FACILITY MANAGER	LEGAL DOT NAME	21st Century Environmental Management of Nevada LLC	
Tracy Buono	DOT #	615443	

Treatment, Storage and Disposal Facilities (continued)

2869 Sandstone Dr. Hatfield, PA 19440 215-822-8995	LOCATION TYPE	TSDF	CAPABILITIES RCRA Part B Facility; Approved to accept 440 waste codes; Storage capacity of 160,000 gallons, 569 drums, and 750 tons of bulk solids; Corrosive, Inorganic Wastewater Treatment; Heavy metal stabilization; Transportation & Disposal of Hazardous, Non-hazardous, and Universal wastes.
	LEGAL/PERMITTED NAME	Republic Environmental Systems, LLC	
	EPA ID #	PAD 085 690 592	
FACILITY MANAGER	LEGAL DOT NAME	Republic Environmental Systems Transportation Group LLC	
Richard Scheule	DOT #	267146	

275 Allens Avenue Providence, RI 02905 401-781-6340	LOCATION TYPE	TSDF	CAPABILITIES RCRA Part B Facility; Storage capacity of 130,000 gallons and over 5,000 drums; Transportation & Disposal of Hazardous, Non-hazardous, and Universal wastes. Lab pack; Oil recycling, Fuel blending; Silver reclamation.
	LEGAL/PERMITTED NAME	Northland Environmental, LLC	
	EPA ID #	RID 040 098 352	
FACILITY MANAGER	LEGAL DOT NAME	21st Century Environmental Management LLC of RI	
Kevin Fitzgerald	DOT #	618090	

405 Powell St. Avalon, TX 76623 972-627-3224	LOCATION TYPE	TSDF	CAPABILITIES RCRA Part B, CERCLA approved; storage capacity of 180,000 gallons; 3,500 drums; and 60 cubic yard of solids. Solvent recovery; Fuel blending.
	LEGAL/PERMITTED NAME	Chemical Reclamation Services, LLC	
	EPA ID #	TXD 046 844 700	
FACILITY MANAGER	LEGAL DOT NAME	Philip Reclamation Services Houston LLC	
Johnny Busby	DOT #	166862	

Treatment, Storage and Disposal Facilities (continued)

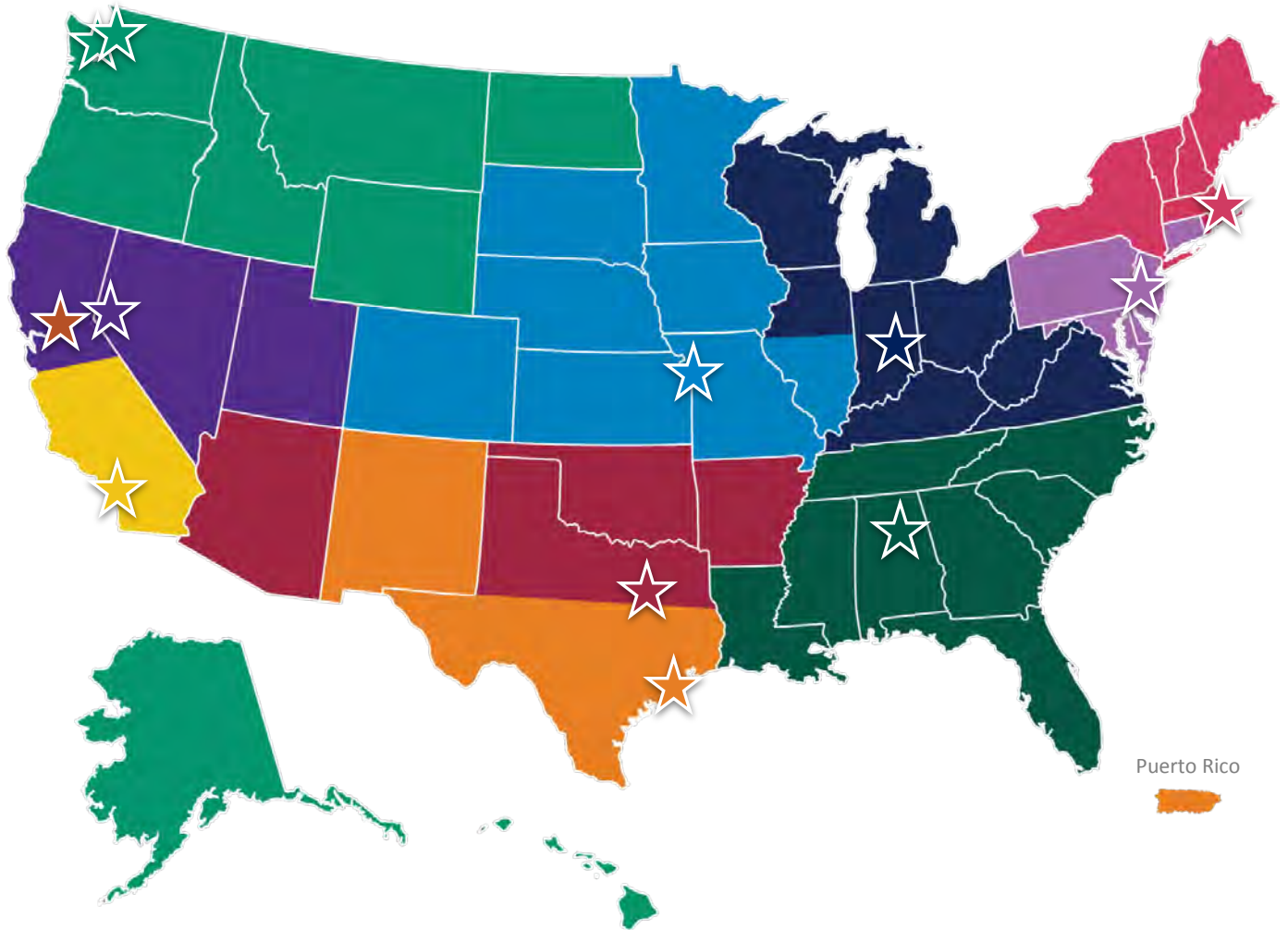
2131 Progressive Dr. Dallas, TX 75212 214-637-5575	LOCATION TYPE	Plant	CAPABILITIES Water/Wastewater Treatment Facility; sewer & line cleaning; sand & grease trap cleaning/treatment; vacuum trucks;
	LEGAL/PERMITTED NAME	PSC Recovery Systems, LLC	
	EPA ID #	TXD 102 599 339	
FACILITY MANAGER	LEGAL DOT NAME	PSC Recovery Systems LLC	
Chuck Trombold	DOT #	993643	

4050 Homestead Road Houston, TX 79915 713-674-2406	LOCATION TYPE	TSDF	CAPABILITIES RCRA Part B Facility, CERCLA approved; Storage capacity of 50,000 gallons and 1,100 drums; Wastewater Treatment; Fuel blending; Solidification; Stabilization; Lab Pack, Solvent recovery. Bulking for Incineration;
	LEGAL/PERMITTED NAME	Philip Reclamation Services, Houston, LLC	
	EPA ID #	TXD0474196338	
FACILITY MANAGER	LEGAL DOT NAME	Philip Reclamation Services Houston LLC	
Terry Ramey	DOT #	166862	

20245 77th Ave. South Kent, WA 98032 253-872-8030	LOCATION TYPE	TSDF	CAPABILITIES RCRA Part B, CERCLA approved Facility; Storage capacity of 500,000 gallons and 6,000 drums; Carbon adsorption; Chemical oxidation/ precipitation/stabilization; Wastewater and sludge Treatment; PCB waste storage.
	LEGAL/PERMITTED NAME	Burlington Environmental, LLC	
	EPA ID #	WAD 991 281 767	
FACILITY MANAGER	LEGAL DOT NAME	Burlington Environmental LLC	
Megan Swick	DOT #	262568	

1629 E. Alexander Ave Tacoma, WA 98421 253-627-7568	LOCATION TYPE	TSDF	CAPABILITIES RCRA Part B, CERCLA approved; Storage capacity in excess of 600,000 gallons bulk and 27,000 gallons in drums; Wastewater Treatment; Corrosives; Thermal Treatment; Fuel blending; CWA Facility
	LEGAL/PERMITTED NAME	Burlington Environmental, LLC	
	EPA ID #	WAD 020 257 945	
FACILITY MANAGER	LEGAL DOT NAME	Burlington Environmental LLC	
John Carpenter	DOT #	262568	

Flow of Waste



Kansas City	Kent & Tacoma	Indianapolis
Hatfield	Providence	Rancho Cordova
Fernley	Inglewood	Avalon
Houston		Birmingham

This map is a generalization and exceptions do exist.



Facility Audit Package | Kansas City, Missouri TSDf

AGENCY CUSTOMER ID: 350208

LOC #: Chicago



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Stericycle Environmental Solutions A Subsidiary of Stericycle, Inc. 28161 N. Keith Drive Lake Forest, IL 60045	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Named Insured Includes:

- 21st Century Environmental Management of Nevada, LLC, a Nevada limited liability company
- 21st Century Environmental Management, Inc., a Delaware corporation
- 21st Century Environmental Management, LLC of Rhode Island, a Rhode Island limited liability company
- 21st Century Environmental Management of California, LP, a California limited partnership
- Allworth, LLC, an Alabama limited liability company
- Burlington Environmental, LLC, a Washington limited liability company
- Chemical Pollution Control of Florida, LLC, a Florida limited liability company
- Chemical Pollution Control, LLC of New York, a New York limited liability company
- Chemical Reclamation Services, LLC, a Texas limited liability company
- Disposal Consultant Services, Inc.
- General Environmental Management of Rancho Cordova, LLC, a California limited liability company
- Luntz Acquisition (Delaware), LLC, a Delaware limited liability company
- Northland Environmental, LLC, a Delaware limited liability company
- Nortru, LLC, a Michigan limited liability company
- Philip Holdings, LLC, a Delaware limited liability company
- Philip Reclamation Services, Houston, LLC, a Texas limited liability company
- PSC Environmental Management, Inc., a Delaware corporation
- PSC Environmental Services of Pomona, LP, a Delaware limited partnership
- PSC Environmental Services, LLC, a Delaware limited liability company
- PSC Holdings, Inc. Subsidiaries
- PSC Holdings, Inc., a Delaware Corporation
- PSC Recovery Systems, LLC, a Georgia limited liability company
- PSC, LLC, a Delaware limited liability company
- Republic Environmental Recycling (New Jersey), Inc., a New Jersey corporation
- Republic Environmental Systems (Pennsylvania), LLC, a Pennsylvania limited liability company
- Republic Environmental Systems (Transportation Group), LLC, a Pennsylvania limited liability company
- Rho-Chem, LLC, a California limited liability company
- Solvent Recovery, LLC, a Missouri limited liability company
- Stericycle Environmental Solutions, Inc.

ACORD 101 (2008/01)

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Additional supplemental insurance available upon request



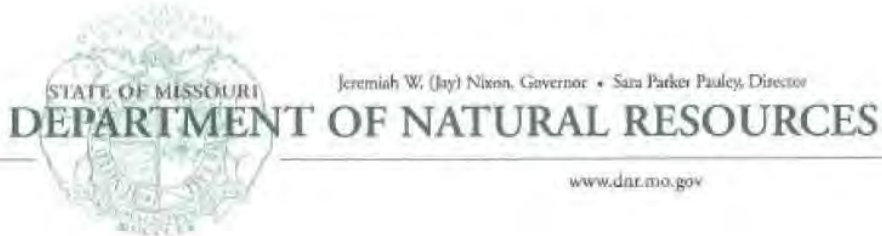
Facility Audit Package | Kansas City, Missouri TSDf

Permits & Accepted Waste Codes

RCRA Part B Waste Facility Permit

D	F	K			P			U				
D001	F001	K001	K052	K136	P001	P057	P114	U001	U053	U107	U158	U214
D002	F002	K002	K060	K156	P002	P058	P115	U002	U055	U108	U159	U215
D003	F003	K003	K061	K157	P003	P059	P116	U003	U056	U109	U160	U216
D004	F004	K004	K062	K158	P004	P060	P118	U004	U057	U110	U161	U217
D005	F005	K005	K069	K159	P005	P061	P119	U005	U058	U111	U162	U218
D006	F006	K006	K071	K161	P006	P062	P120	U006	U059	U112	U163	U219
D007	F007	K007	K073	K169	P007	P063	P121	U007	U060	U113	U164	U220
D008	F008	K008	K083	K170	P008	P064	P122	U008	U061	U114	U165	U221
D009	F009	K009	K084	K171	P009	P065	P123	U009	U062	U115	U166	U222
D010	F010	K010	K085		P010	P066	P127	U010	U063	U116	U167	U223
D011	F011	K011	K086		P011	P067	P128	U011	U064	U117	U168	U225
D012	F012	K014	K087		P012	P068	P185	U012	U066	U118	U169	U226
D013	F019	K015	K088		P013	P069	P188	U014	U067	U119	U170	U227
D014	F024	K016	K093		P014	P070	P189	U015	U068	U120	U171	U228
D015	F034	K017	K094		P015	P071	P190	U016	U069	U121	U172	
D016	F035	K018	K095		P016	P072	P191	U017	U070	U122	U173	U235
D017	F037	K019	K096		P017	P073	P192	U018	U071	U123	U174	U236
D018	F038	K020	K097		P018	P074	P194	U019	U072	U124	U176	U237
D019		K021	K098		P020	P075	P196	U020	U073	U125	U177	U238
D020		K022	K100		P021	P076	P197	U021	U074	U126	U178	U239
D021		K023	K101		P022	P077	P198	U022	U075	U127	U179	U240
D022		K024	K102		P023	P078	P199	U023	U076	U128	U180	U243
D023		K025	K103		P024	P082	P201	U024	U077	U129	U181	U244
D024		K026	K104		P026	P084	P202	U025	U078	U130	U182	U246
D025		K027	K105		P027	P085	P203	U026	U079	U131	U183	U247
D026		K028	K106		P028	P087	P204	U027	U080	U132	U184	U248
D027		K029	K111		P029	P088	P205	U028	U081	U133	U185	U249
D028		K030	K112		P030	P089		U029	U082	U134	U186	U271
D029		K031	K113		P031	P092		U030	U083	U135	U187	U278
D030		K032	K114		P033	P093		U031	U084	U136	U188	U279
D031		K033	K115		P034	P094		U032	U085	U137	U189	U280
D032		K034	K116		P036	P096		U033	U086	U138	U190	U328
D033		K035	K117		P037	P097		U034	U087	U140	U191	U353
D034		K036	K118		P038	P098		U035	U088	U141	U192	U350
D035		K037	K123		P039			U036	U089	U142	U193	U364
D036		K038	K124		P040			U037	U090	U143	U194	U367
D037		K039	K125		P041			U038	U091	U144	U196	U372
D038		K040	K126		P042	P099		U039	U092	U145	U197	U373
D039		K041	K131		P043	P101		U041	U093	U146	U200	U387
D040		K045	K132		P044	P102		U042	U094	U147	U201	U389
D041		K046			P045	P103		U043	U095	U148	U203	U394
D042		K047			P046	P104		U044	U096	U149	U204	U395
D043		K048			P047	P105		U045	U097	U150	U205	U404
		K049			P048	P106		U046	U098	U151	U206	U409
		K050			P049	P108		U047	U099	U152	U207	U410
		K051			P050	P109		U048	U101	U153	U208	U411
					P051	P110		U049	U102	U154	U209	U013
					P054	P111		U050	U103	U155	U210	U040
					P055	P113		U051	U105	U156	U211	U202
					P056			U052	U106	U157	U213	

RCRA Part B Waste Facility Permit



March 2, 2015

CERTIFIED MAIL – 7009 0960 0000 8848 4054
RETURN RECEIPT REQUESTED

RECEIVED
3-9-15

James H. Renfroe
EH&S Director of Permitting and Projects
Stericycle Environmental Solutions
4050 Homestead Road
Houston, TX 77028

RE: Hazardous Waste Permit Application
Solvent Recovery, LLC, Kansas City, Missouri
EPA ID# MOD000610766

Dear Mr. Renfroe:

The Missouri Department of Natural Resources (Department) reviewed Solvent Recovery, LLC's (SRC) hazardous waste permit renewal application, dated January 31, 2015, for completeness, as required by Code of State Regulations 10 CSR 25-8.124(1)(A)3.B. We determined the application is complete for the purposes of public participation and technical review.

SRC, a wholly owned subsidiary of PSC Environmental Services, LLC, operates a commercial hazardous waste treatment and storage facility, located at 716 Mulberry Street in Kansas City, Missouri. SRC transports and stores a variety of hazardous waste produced by other hazardous waste generators to their facility. SRC is permitted to handle most hazardous waste, other than dioxin or polychlorinated biphenyls greater than 50 parts per million. SRC extracts paint and paint related wastes for reuse. Other hazardous waste is blended and stored in containers or tanks until shipped off-site to be used as supplemental fuel for energy recovery. Wastes that cannot be fuel blended are collected and stored until SRC ships it to other facilities designed and permitted to handle that waste.

The Department is conducting the public participation activities for the complete permit application, as described in 10 CSR 25-8.124(1)(B)2. The *Kansas City Star's Missouri South Neighborhood News* will publish a legal notice announcing that your complete permit application is available for public review. We mailed a notification letter and legal notice to everyone on the facility mailing list. We sent a copy of this letter, the letter to the facility mailing list, the



Permits & Accepted Waste Codes

RCRA Part B Waste Facility Permit (page 2)

Mr. James H. Renfro

Page 2

complete permit application, and legal notice to the Kansas City Public Library's Central Library, for public viewing. A copy of the legal notice and various letters are included with this letter.

You will receive more information from the Department concerning the specifics of the permit application. You must adequately address all technical deficiencies that may come up during the technical review before we can prepare draft hazardous waste permits. The following is the project decision schedule, specifying target dates for this permit application. This schedule replaces any past project decision schedules you may have received.

March 2017	Prepare draft hazardous waste permits.
June 2017	Give public notice announcing the public comment period.
September 2017	Finish the public comment period, including any public hearing.
December 2017	Issue a final permit.

If you have questions regarding this letter, please contact Cedric Cunigan, Project Manager, of my staff at the Missouri Department of Natural Resources, Hazardous Waste Program, P.O. Box 176, Jefferson City, MO 65102-0176, by telephone at (573) 751-3553 or 1-800-361-4827, or by e-mail at cedric.cunigan@dnr.mo.gov. Thank you.

Sincerely,

HAZARDOUS WASTE PROGRAM



Richard A. Nussbaum, P.E., R.G.
Chief, Permits Section

RAN:cct

Enclosures

c: Mayor Sly James, City of Kansas City
~~County Executive Michael D. Sanders, Jackson County~~
Ms. Mary Reilly Grisolano, Project Manager, U.S. EPA Region 7
Ms. Lillie Brack, Director, Kansas City Public Library, Central Library
Kansas City Regional Office, Missouri Department of Natural Resources

Permits & Accepted Waste Codes

Wastewater Permit

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

Water Services Department

Industrial Waste Control Division

1001 Harrison Street
Kansas City, Missouri 64106-3044

(816) 513-0600
Fax: (816) 513-0615

WASTEWATER DISCHARGE PERMIT

In accordance with Chapter 60, Kansas City, Missouri Code of Ordinances, permission is hereby granted to **Solvent Recovery, LLC** to discharge Stormwater at **716 Mulberry Street, Kansas City, Missouri**.

This permit is granted in accordance with discharge limitations, monitoring requirements and other conditions set forth in Parts A, B, C, D, and E hereof.

This permit is granted for the period of **March 2, 2012 to March 2, 2017**, or until such time as it is no longer applicable to facility's operations, whichever comes first.



Terry Leeds
Water Services Department Acting Director

Signed 6th day of March, 2012.

US DOT Hazardous Material Transporter Permit

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2015-2018**

Registrant: NORTRU, LLC
Attn: EMILY HOLTEN/JJ KELLER
PO BOX 368
NEENAH, WI 54957

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 051815 553 004XZ

Issued: 05/18/2015

Expires: 06/30/2018

HM Company ID: 062727

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.



FACILITY AUDIT PACKAGE

Last Updated 5/8/2017

SUPPLEMENTAL DOCUMENTS

KC Dumpster Company, LLC

RFP #2019-032



Vehicle Use Policy

I agree that as an employee of KC Dumpster Co. ("Company") I will strictly follow the Company's vehicle use policy. I acknowledge that if I violate any term or provision of the vehicle use policy the Company may take any action against my employment, including but not limited to: revocation of use of a Company vehicle, reassignment to another job within the Company, or termination of employment.

- _____ 1. I agree to maintain a valid driver's license, including a CDL (commercial driver's license) if necessary for the vehicle I am operating.
- _____ 2. I agree to notify the Company if my driver's license is suspended, revoked or otherwise invalid, within 24 hours of said suspension, revocation or becoming invalid.
- _____ 3. I agree to notify the Company by a telephone call and text message (if available) immediately after receiving any citations, tickets or ordinance violations while working for the Company, in any event, within 1 hour of receiving said citation, ticket or ordinance violation.
- _____ 4. I will be financially responsible for any citations, tickets or ordinance violations I receive while operating a Company vehicle.
- _____ 5. I agree to notify the Company by a telephone call and text message (if available) immediately after receiving any citations, tickets or ordinance violations, including but not limited to alcohol related offenses (dui/dwi), speeding, accident related offenses (leaving the scene, careless and imprudent, excessive speed, failure to yield, failure to maintain lane, etc.) while operating a personal vehicle, within 24 hours of receiving said citation, ticket or ordinance violation.
- _____ 6. I agree that I will never use a Company vehicle for personal use. I will only use the Company vehicle as authorized.
- _____ 7. I agree that only Company employees are allowed to operate, and ride in Company vehicles.



- _____ 8. I agree that I will never do the following while operating a Company vehicle:
- _____ Use a cellphone
 - _____ Text
 - _____ Talk on the phone
 - _____ Hold a cellphone
 - _____ Eat and Drink
 - _____ Place loose objects on the dashboard
- _____ 9. I agree to obey all traffic laws, regulations, and ordinances while operating a Company vehicle.
- _____ 10. I agree to notify the Company by a telephone call and text message (if available) immediately after any Company vehicle is damaged (including vehicle collisions).
- _____ 11. I agree to participate in random drug and alcohol testing at the sole discretion of the Company.
- _____ 12. I agree to never operate a Company vehicle while under the influence of alcohol or any controlled substance.
- _____ 13. I agree to never operate a Company vehicle while under the influence of prescription medication or over-the-counter medication IF that would impair my ability to follow any term or condition of this Vehicle Use Policy.
- _____ 14. I agree to never operate a Company vehicle while suffering from a physical, mental or emotional condition that would impair my ability to follow any term or condition of this Vehicle Use Policy.
- _____ 15. I agree to keep the Company vehicle reasonably clean and the interior clutter free.
- _____ 16. I agree to never store, carry or transport any hazardous substances, chemicals or dangerous materials (as defined by law) in the Company vehicle.
- _____ 17. I understand that the Company may install GPS tracking on the Company vehicle, and I agree not to tamper with its operation.
- _____ 18. I understand that the Company may install a video camera in the Company vehicle, that may record audio and video inside and outside the vehicle, and I agree not to tamper with its operation.



- _____ 19. I agree to not tamper with, or alter any of the equipment installed in or on the Company vehicle (stereo, mechanical items, etc.).
- _____ 20. If I have a CDL, I agree to follow all laws and regulations mandated in commercial driving. This includes, but is not limited to, properly covering loads, not exceeding weight/load limits, and not exceeding allowable operator's hours.
- _____ 21. I agree to perform a pre-trip inspection before operation of any company vehicle that requires it, pursuant to DOT regulations. I agree to obey all other DOT regulations or requirements while operating a company vehicle.
- _____ 22. I agree to report any maintenance or repair issues with a Company vehicle to the Company immediately.
- _____ 23. I will never operate a Company vehicle if operating the vehicle would damage it.
- _____ 24. I understand that the Company may revoke my ability to drive a Company vehicle at any time, and for any reason.
- _____ 25. I have initialed each paragraph of this Vehicle Use Policy, which means I understand each paragraph and agree to follow each paragraph.

I understand and agree to comply with the above conditions authorizing me to operate a Company vehicle.

Employee Signature

Date

Employee Printed Name

Employee initialed each paragraph and signed this Vehicle Use Policy in my presence.

KC Dumpster Representative

Date

KC Dumpster Rep. Printed Name

KC Dumpster Company LLC

PERSONNEL MANUAL

December, 2017

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Welcome to KC Dumpster Company, LLC

Welcome! We are glad that you have joined our team. We are a company dedicated to providing a rewarding career to our employees. We want you to use your special talents and skills to help us provide excellent service to our customers.

PURPOSE

This Personnel Manual provides the rules by which all employer/employee relations will be governed. It is our objective that each employee be treated fairly, equally, with dignity, as an individual, and as an important part of this company.

This manual is designed to enable officers and employees to be aware of company policies in matters that pertain to them. Employees are expected to read this manual and should feel free to discuss its contents with their supervisors at any time.

ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that federal law requires that I must, as a condition of my employment, produce certain documentation to verify my identity and legal authorization to work in the United States. I know that any offer of employment made to me is contingent upon my ability to produce the required documentation within the time period required by law.

I understand that this manual and policies contained herein are for general information and the policies may be changed without notice. This manual is not and shall not be construed to be a promise or contract of employment between the Company and the employee. All employees are employees at the will of the Company and can be promoted, demoted, or discharged with or without cause, except for unlawful reasons such as race, color, religion, sex, disability, age or national origin, etc.

I have read the "KC Dumpster Company, LLC Personnel Manual". I acknowledge receiving a copy of the manual on the ___ day of _____, 20___. I acknowledge it is for my personal use.

Reproduction or further distribution without authorization is prohibited.

Printed Name

Signature

Date

EQUAL EMPLOYMENT OPPORTUNITY

I. INTRODUCTION

The Company maintains an Equal Employment Opportunity Program. The Company recognizes its duty to continue to provide equal employment opportunity to all qualified persons and reaffirms its commitment that there will be no discrimination against applicants or employees because of race, color, religion, sex, handicap, age, or national origin in matters of employment, upgrading, promotion, transfer, layoff, termination, rates of pay, and selection for training.

II. GUIDELINES

The following are the rules under which the Equal Employment Opportunity Program is operated.

- A. The company will recruit, hire, and promote employees without regard to race, color, religion, sex, disability, age, or national origin.
- B. The company will base decisions on employment so as to further the principle of equal employment opportunity.
- C. The company will ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.
- D. The company will ensure that all other personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, company sponsored training, and education will be administered without regard to race, color, religion, sex, disability, age, or national origin.
- E. The company Office Manager is designated as the company's officer charged by the President with direct responsibility for monitoring all equal employment activity throughout the company.
- F. The Office Manager will be responsible for assuring compliance with the provisions of our equal employment opportunity program guidelines.

If you believe you have been the victim of unlawful discrimination, immediately inform your supervisor. If your supervisor is the source of the problem, or should the activity continue, contact the President. You can be assured that your complaint will be investigated. Information provided by the individual employee will be treated as confidential and only be provided to those who have the need for the information, or when it is required in the course of investigating the complaint. The Company forbids retaliation against anyone who has reported harassment or who has cooperated in the investigation of harassment complaints.

DISABILITY ACCOMMODATION

The company will not discriminate against a qualified individual because of a disability, with regard to application, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

If a person is not able to perform the essential functions of a job, even with reasonable accommodation, then the person is not qualified for the position.

The company will reasonably accommodate the disabled. However accommodations may not create an undue hardship for the company or other employees. In addition, disabled individuals cannot pose a direct threat to the safety of themselves or others. Generally, a “direct threat” means a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.

Benefits provided to disabled individuals who are qualified to perform the work are no different from the benefits provided to other employees.

EMPLOYEE STATUS

Employee

Any person on the company’s payroll.

Full-Time Employee

A person who normally works a regular workweek of 40 hours and who is entitled to participate in all benefit programs offered by the company.

A. Exempt

An employee who qualifies as executive, administrative, or professional as defined by the Fair Labor Standards Act. Such an employee does not need to keep a time sheet and is not eligible for overtime compensation.

B. Non-exempt

An employee not classified as exempt.

Part-Time Employee

Employees other than temporary or full-time employees shall be classified as part-time employees for the purposes of this manual.

Temporary Employee

A person who does not have a commitment for full-time or part-time work. This is usually someone who has been hired for a short period of time (six months maximum) for a special project or who is on call to work at irregular intervals (vacations or illness) and who is not entitled to participate in benefit programs.

INTRODUCTORY PERIOD

This is normally the first 180 calendar days of employment. During this time period, the supervisor may conduct informal reviews of the employee's progress. Generally, the supervisor will make a recommendation to the owner at the end of this period as to whether the employee is to be retained, discharged or have the orientation period extended. Employment benefits will accrue from the first day worked.

WORK WEEK

A weekly period scheduled as follows: 40 hours each standard workweek. An employee will be paid for actual hours worked in the workweek. The 7-day work week will start on Thursday and end on Wednesday.

TIME CARDS

The company provides all non-exempt support employees with time cards. It is the employee's responsibility to record in and out at proper times. If errors should occur, pay may be withheld until the following week for the time not recorded. Our drivers have GPS on their trucks that will track their time electronically. They will also have electronic time cards on their mobile app that should be used.

LUNCH PERIODS

All employees will be granted 30 minutes each workday for lunch. Employees are not paid during this period.

ATTENDANCE POLICY

The purpose of this policy is to encourage team members to report to work when they are scheduled, in a prompt and responsible manner. All scheduled absences must be arranged well in advance of the absence. Employees must contact their supervisor prior to the start of the shift if the employee is going to be tardy or absent for their shift. We monitor attendance for each employee. If absences become excessive or a pattern develops, discipline up to and including termination may occur.

Paid Time off (PTO)

PTO time is accrued as follows: After 12 months of consecutive employment, the company will give employees 5 days of PTO. Unused vacation time cannot be carried forward to a subsequent year. Unused vacation time cannot be redeemed for pay. Vacation time cannot be drawn in advance. If an employee takes a leave of absence of any type during the accrual time period the vacation will be pro-rated for the following year.

It is the company's feeling that all employees deserve and need time away from work. Any unused vacation may be forfeited upon resignation or termination.

Scheduling: Employees who have earned vacation will indicate when they want to take their vacation. These requests will be reviewed by their supervisor and will be granted when operating conditions permit. Vacations will be arranged to cause a minimum of disturbance to the operation of the company and with the fullest consideration possible to the desires of the employees. Supervisors will pay special attention to heavy workload periods to see that efficiency is not crippled by the absence of too many employees at one time. Employees with highest employment longevity will have priority when vacations are scheduled.

HOLIDAYS

Holidays observed will be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holiday pay will be paid at the employee's regular hourly wage and will not be factored into overtime calculations. Holiday pay, for holidays listed, shall be for eight (8) hours if the holiday involves a weekday. Employees are expected to be present the day preceding and after each holiday. Prior approval is required if you want either the day before or day after off. If a holiday falls on a day that is not worked (i.e. Saturday or Sunday), there will be no pay given for that holiday. It will be at the company's discretion as to how the holiday will be taken.

If an eligible non-exempt employee works on a recognized holiday with Company approval, he or she will receive holiday pay plus wages at his or her straight-time rate for the hours worked on the holiday.

COMPENSATION

Compensation administration is applicable to all positions and employees classified as non-exempt in accordance with the provisions of the Fair Labor Standards Act and to exempt, non-officer employees.

The compensation policies of the company will vary with the pay status of the employee: exempt salaried or non-exempt hourly.

A. Non-exempt Hourly Employees

1. By state and federal law, the company is required to keep time records for all non-exempt employees.
2. All non-exempt employees will be paid at their hourly rate for the first 40 hours of each standard workweek.

3. Employees will be paid on a weekly basis. Regular paydays will be at the end of the work shift on the Friday of each week.

B. Exempt Salaried Employees

1. Exempt employees will not be required to maintain time cards since overtime is not paid.

OVERTIME

Overtime is paid at 1.5 times the hourly rate for hours worked in a regular week over 40 hours. Overtime requires management approval with first consideration to required workflow. Overtime compensation will be based on actual hours worked.

DISCIPLINARY PROCEDURES

Rules are not meant to restrict the rights of anyone, but to protect the rights and increase the safety and happiness of all. However, we realize that occasionally everyone will unintentionally break one of the rules detailed in this handbook. Therefore, we have established the following procedures to deal with these situations. The steps in the disciplinary process are: 1ST WRITTEN WARNING, 2ND WRITTEN WARNING, and TERMINATION.

The Company generally subscribes to a progressive discipline policy for poor job performance and infractions of work rules. Our objective is to work with employees to solve problems. However, any conduct that interferes with or adversely affects the company is grounds for discipline. The discipline, ranging from a verbal warning to immediate discharge, will be determined by the severity of the infraction.

RULES OF CONDUCT

Infractions for which disciplinary action may be taken:

- Careless or intentional waste or damage to company property
- Excessive personal telephone calls
- Failure to follow work instructions
- Falsification of records or documents
- Indecent or immoral conduct
- Insubordination
- Leaving work without permission or not clocking out
- Loitering, slow down or waste of time
- Violation of safety procedures/rules
- Harassment of any type toward co-workers
- Physical, mental, or verbal abuse or threats to co-workers
- Poor housekeeping of work area

- Possession of firearms, fireworks, or weapons of any kind on company property
- Possession or use of a co-worker's property without prior approval
- Provoking or engaging a fight on company property
- Reporting to work under the influence of alcohol or drugs, or use of such during work hours or on company property
- Sabotage
- Tampering with bulletin boards
- Theft of co-workers' or Company property
- Unauthorized solicitation, distribution of printed or written material
- Unauthorized use of company equipment or unauthorized work
- Employees are NOT allowed to remove items from the dumpster for their own personal use. The company owns all items in the dumpsters.

DRUG AND ALCOHOL SCREENING

Drug/alcohol testing may occur:

- When there is a reasonable suspicion that an employee uses illegal drugs, or is intoxicated
- When an employee has been involved in an accident or unsafe practice
- When USDOT regulations require it.

HARASSMENT

It is company policy that all employees have a right to work in an environment free of discrimination, which includes freedom from harassment. The company will not tolerate harassment of its employees in any form by supervisors, co-workers, customers, or suppliers.

For these purposes, the term "harassment" includes, but is not necessarily limited to slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual's sex, age, color, race, national origin, religion, sexual orientation, disability, or membership in other protected groups. Harassment also includes unwelcome sexual advances, requests for sexual favors and other verbal, graphic, or physical conduct of a sexual nature.

Violation of this policy by any employee shall subject that employee to disciplinary action up to and including discharge.

If you believe you are being harassed by any other employee or visitor, you should first let the harassing person know of your objections, if possible. If you find it difficult to do so or your first objections do not produce results, report the problem to your supervisor. If your supervisor is the source of the problem, or should the activity continue, contact the President. If you do not feel comfortable reporting to the president then you should contact our HR Support Company (HRS) at 913-893-6861. You can be assured that your complaint will be investigated. Information provided by the individual employee will be

treated as confidential and only be provided to those who have the need for the information, or when it is required in the course of investigating the complaint.

GRIEVANCE PROCEDURE

An employee shall first take up his/her grievance with his/her immediate supervisor in private conference within 10 working days after the occurrence of the event upon which the grievance is based. If the employee is dissatisfied with the outcome of the private conference, he/she may request a conference with the Office Manager. If still not satisfied contact the President of the company. The decision by the President or Office Manager on behalf of the company is final.

PRIVACY POLICY

KC Dumpster Company, LLC, the plan sponsor, agrees to implement workplace procedures for compliance with the listed provisions.

The Corporation will:

- 1) Not use or further disclose the information other than as permitted or required by the plan documents or as required by law;
- 2) Ensure that any agents, including a subcontractor, to whom it provides protected health information received from the group health plan agree to the same restrictions and conditions that apply to the plan sponsor with respect to such information;
- 3) Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the plan sponsor;
- 4) Report to the group health plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- 5) Make available protected health information in accordance with employee right of access;
- 6) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with employee right to amend;
- 7) Make available the information required to provide an accounting of disclosures in accordance with applicable requirements;
- 8) Make its internal practices, books, and records relating to the use and disclosure of protected health information received from the group health plan available to the Secretary of Health & Human Services for purposes of determining compliance by the group health plan with the Privacy Rule;
- 9) If feasible, return or destroy all protected health information received from the group health plan that the sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

10) Ensure that the adequate separation of health plan administration function from other functions as required by the Privacy Rule.

KC Dumpster Company, LLC further certifies that it agrees to implement workplace procedures to provide for adequate separation between the group health plan and the plan sponsor. As defined in the plan documents and by workplace procedures, KC Dumpster Company, LLC.

- 1) Has described those employees or classes of employees or other persons under the control of the plan sponsor to be given access to the protected health information to be disclosed, provided that any employee or person who receives protected health information relating to payment under, healthcare operations of, or other matters pertaining to the group health plan in the ordinary course of business must be included in such description;
- 2) Has restricted the access to and use by such employees and other persons described in the Privacy Rule to the plan administration functions that the plan sponsor performs for the group health plan; and
- 3) Has provided an effective mechanism for resolving any issues of noncompliance.

SAFETY

Employees are provided with worker's compensation insurance, which covers any injury incurred during the performance of their job.

To ensure that injured or sick employees receive the benefits afforded by this fund, it is mandatory that all incidents, no matter how small they seem, be reported to their supervisor immediately on the day of the incident. Each employee is cautioned against delaying the reporting of the circumstances surrounding the incident. Failure to report an injury could result in loss of benefits.

In cases where medical attention is necessary, employees will be required to treat with our company doctor/clinic or other medical provider approved by the company. If treatment is sought outside our clinic or approved provider the employee will be responsible for those costs. All follow-up appointments must be scheduled after work hours.

We provide modified work when the employee has restrictions placed on their work duties by a physician.

VEHICLE USE POLICY

In addition to the employee handbook, anyone driving company vehicles will sign and adhere to the vehicle use policy. That document is the official policy that all drivers must adhere to while driving a company vehicle.

TERMINATION

KC Dumpster Company, LLC is an “at will” employer. Employment is terminable at the option of either the employer or employee. A reason for termination may or may not be given. Vested interest in benefit plans is paid in accordance with the plan document. Conversion of insurance policies is in accordance with individual policy specifications.

Upon termination, the discharged employee must turn in their company keys, credit cards, tablets and all company clothing issued to them by the company, and any other company property that might be in their possession. If company does not receive their company property then deductions will be made on their final paycheck.

**IRREVOCABLE CONSENT FOR ALCOHOL, DRUG AND
SUBSTANCE SCREENING**

I hereby consent for KC Dumpster Company, LLC to have blood, urine, or saliva samples collected from me by a physician or other medical personnel and to have conducted such other necessary medical tests as may be necessary to determine the presence of the use of alcohol, drugs, or controlled substances. Further, I give my consent for release of the test results, and other relevant medical information to authorized company management for appropriate review. I understand that the company's rights to demand a drug, alcohol, and substance screen from me is continuing and that I may be asked to consent to such tests at any time during my employment. If I refuse to consent, I understand that I may be subject to disciplinary action including the potential for termination.

AGREED TO:

Signature

Date

Witness

Date

REFUSED:

Signature

Date

Witness

Date

Reasons for refusal: _____

COPY FOR MANUAL RETENTION

RR Taylor Construction Services, Inc.

PERSONNEL MANUAL

January, 2018

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I have read the "RR Taylor Construction Services, Inc Personnel Manual". I acknowledge receiving a copy of the manual on the ___ day of _____, 20___. I acknowledge it is for my personal use.

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EQUAL EMPLOYMENT OPPORTUNITY

I. INTRODUCTION

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II. GUIDELINES

The following are the rules under which the Equal Employment Opportunity Program is operated.

- A. The company will recruit, hire, and promote employees without regard to race, color, religion, sex, disability, age, or national origin.
- B. The company will base decisions on employment so as to further the principle of equal employment opportunity.
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- F. The Office Manager will be responsible for assuring compliance with the provisions of our equal employment opportunity program guidelines.

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DISABILITY ACCOMMODATION

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If a person is not able to perform the essential functions of a job, even with reasonable accommodation, then the person is not qualified for the position.

The company will reasonably accommodate the disabled. However, accommodations may not create an undue hardship for the company or other employees. In addition, disabled individuals cannot pose a direct threat to the safety of themselves or others. Generally, a “direct threat” means a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.

Benefits provided to disabled individuals who are qualified to perform the work are no different from the benefits provided to other employees.

EMPLOYEE STATUS

Employee

Any person on the company’s payroll.

Full-Time Employee

A person who normally works a regular workweek of 40 hours and who is entitled to participate in all benefit programs offered by the company.

A. Exempt

An employee who qualifies as executive, administrative, or professional as defined by the Fair Labor Standards Act. Such an employee does not need to keep a time sheet and is not eligible for overtime compensation.

B. Non-exempt

An employee not classified as exempt.

Part-Time Employee

Employees other than temporary or full-time employees shall be classified as part-time employees for the purposes of this manual.

Temporary Employee

A person who does not have a commitment for full-time or part-time work. This is usually someone who has been hired for a short period of time (six months maximum) for a special project or who is on call to work at irregular intervals (vacations or illness) and who is not entitled to participate in benefit programs.

INTRODUCTORY PERIOD

This is normally the first 180 calendar days of employment. During this time period, the supervisor may conduct informal reviews of the employee's progress. Generally, the supervisor will make a recommendation to the owner at the end of this period as to whether the employee is to be retained, discharged or have the orientation period extended. Employment benefits will accrue from the first day worked.

WORK WEEK

A weekly period scheduled as follows: 40 hours each standard workweek. An employee will be paid for actual hours worked in the work week. The 7 -day work week will start on Monday and end on Sunday.

TIME CARDS

The company provides all non-exempt support employees with time cards. It is the employee's responsibility to record in and out at proper times. If errors should occur, pay may be withheld until the following week for the time not recorded. Our drivers have GPS on their trucks that will track their time electronically as well.

LUNCH PERIODS

All employees will be granted 30 minutes each workday for lunch. Employees are not paid during this period.

ATTENDANCE POLICY

The purpose of this policy is to encourage team members to report to work when they are scheduled, in a prompt and responsible manner. All scheduled absences must be arranged well in advance of the absence. Employees must contact their supervisor prior to the start of the shift if the employee is going to be tardy or absent for their shift. We monitor attendance for each employee. If absences become excessive or a pattern develops, discipline up to and including termination may occur.

Paid Time off (PTO)

Paid time off is available for salaried employees. PTO time is accrued as follows: After 12 months of consecutive employment, the company will give employees 5 days of PTO. Unused vacation time cannot be carried forward to a subsequent year. Unused vacation time cannot be redeemed for pay. Vacation time cannot be drawn in advance. If an employee takes a leave of absence of any type during the accrual time period the vacation will be pro-rated for the following year.

It is the company's feeling that all employees deserve and need time away from work. Any unused vacation may be forfeited upon resignation or termination.

Scheduling: Employees who have earned vacation will indicate when they want to take their vacation. These requests will be reviewed by their supervisor and will be granted when operating conditions permit. Vacations will be arranged to cause a minimum of disturbance to the operation of the company and with the fullest consideration possible to the desires of the employees. Supervisors will pay special attention to heavy workload periods to see that efficiency is not crippled by the absence of too many employees at one time. Employees with highest employment longevity will have priority when vacations are scheduled.

HOLIDAYS

After being with the company for 12 consecutive months, all employees will receive holiday pay. Holidays observed will be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holiday pay will be paid at the employee's regular hourly wage and will not be factored into overtime calculations. Holiday pay, for holidays listed, shall be for eight (8) hours if the holiday involves a weekday. Employees are expected to be present the day preceding and after each holiday. Prior approval is required if you want either the day before or day after off. If a holiday falls on a day that is not worked (i.e. Saturday or Sunday), there will be no pay given for that holiday. It will be at the company's discretion as to how the holiday will be taken.

If an eligible non-exempt employee works on a recognized holiday with Company approval, he or she will receive holiday pay plus wages at his or her straight-time rate for the hours worked on the holiday.

COMPENSATION

Compensation administration is applicable to all positions and employees classified as non-exempt in accordance with the provisions of the Fair Labor Standards Act and to exempt, non-officer employees.

The compensation policies of the company will vary with the pay status of the employee: exempt salaried or non-exempt hourly.

A. Non-exempt Hourly Employees

1. By state and federal law, the company is required to keep time records for all non-exempt employees.

2. All non-exempt employees will be paid at their hourly rate for the first 40 hours of each standard workweek.
3. Employees will be paid on a weekly basis. Regular paydays will be at the end of the work shift on the Friday of each week.

B. Exempt Salaried Employees

1. Exempt employees will not be required to maintain time cards since overtime is not paid.

OVERTIME

Overtime is paid at 1.5 times the hourly rate for hours worked in a regular week over 40 hours. Overtime requires management approval with first consideration to required workflow. Overtime compensation will be based on actual hours worked.

DISCIPLINARY PROCEDURES

Rules are not meant to restrict the rights of anyone, but to protect the rights and increase the safety and happiness of all. However, we realize that occasionally everyone will unintentionally break one of the rules detailed in this handbook. Therefore, we have established the following procedures to deal with these situations. The steps in the disciplinary process are: 1ST WRITTEN WARNING, 2ND WRITTEN WARNING, and TERMINATION.

The Company generally subscribes to a progressive discipline policy for poor job performance and infractions of work rules. Our objective is to work with employees to solve problems. However, any conduct that interferes with or adversely affects the company is grounds for discipline. The discipline, ranging from a verbal warning to immediate discharge, will be determined by the severity of the infraction.

RULES OF CONDUCT

Infractions for which disciplinary action may be taken:

- Careless or intentional waste or damage to company property
- Excessive personal telephone calls
- Failure to follow work instructions
- Falsification of records or documents
- Indecent or immoral conduct
- Insubordination
- Leaving work without permission or not clocking out
- Loitering, slow down or waste of time
- Violation of safety procedures/rules
- Harassment of any type toward co-workers

- Physical, mental, or verbal abuse or threats to co-workers
- Poor housekeeping of work area
- Possession of firearms, fireworks, or weapons of any kind on company property
- Possession or use of a co-worker's property without prior approval
- Provoking or engaging a fight on company property or jobsites
- Reporting to work under the influence of alcohol or drugs, or use of such during work hours or on company property
- Sabotage
- Tampering with bulletin boards
- Theft of co-workers' or Company property or items from customers jobsites
- Unauthorized solicitation, distribution of printed or written material
- Unauthorized use of company equipment or unauthorized work
- Employees are NOT allowed to remove items from the dumpster or jobsites for their own personal use. The company owns all items in the dumpsters and demo trucks.
- Employees must follow all safety precautions set forth by your supervisor and the job.

DRUG AND ALCOHOL SCREENING

Drug/alcohol testing may occur:

- When there is a reasonable suspicion that an employee uses illegal drugs, or is intoxicated
- When an employee has been involved in an accident or unsafe practice
- When USDOT regulations require it.

HARASSMENT

It is company policy that all employees have a right to work in an environment free of discrimination, which includes freedom from harassment. The company will not tolerate harassment of its employees in any form by supervisors, co-workers, customers, or suppliers.

For these purposes, the term "harassment" includes, but is not necessarily limited to slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual's sex, age, color, race, national origin, religion, sexual orientation, disability, or membership in other protected groups. Harassment also includes unwelcome sexual advances, requests for sexual favors and other verbal, graphic, or physical conduct of a sexual nature.

Violation of this policy by any employee shall subject that employee to disciplinary action up to and including discharge.

If you believe you are being harassed by any other employee or visitor, you should first let the harassing person know of your objections, if possible. If you find it difficult to do so or your first objections do not produce results, report the problem to your supervisor.

If your supervisor is the source of the problem, or should the activity continue, contact the President. If you do not feel comfortable reporting to the president then you should contact our HR Support Company (HRS) at 913-893-6861. You can be assured that your complaint will be investigated. Information provided by the individual employee will be treated as confidential and only be provided to those who have the need for the information, or when it is required in the course of investigating the complaint.

GRIEVANCE PROCEDURE

An employee shall first take up his/her grievance with his/her immediate supervisor in private conference within 10 working days after the occurrence of the event upon which the grievance is based. If the employee is dissatisfied with the outcome of the private conference, he/she may request a conference with the Office Manager. If still not satisfied contact the President of the company. The decision by the President or Office Manager on behalf of the company is final.

PRIVACY POLICY

RR Taylor Construction Services, Inc., the plan sponsor, agrees to implement workplace procedures for compliance with the listed provisions.

The Corporation will:

- 1) Not use or further disclose the information other than as permitted or required by the plan documents or as required by law;
- 2) Ensure that any agents, including a subcontractor, to whom it provides protected health information received from the group health plan agree to the same restrictions and conditions that apply to the plan sponsor with respect to such information;
- 3) Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the plan sponsor;
- 4) Report to the group health plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- 5) Make available protected health information in accordance with employee right of access;
- 6) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with employee right to amend;
- 7) Make available the information required to provide an accounting of disclosures in accordance with applicable requirements;
- 8) Make its internal practices, books, and records relating to the use and disclosure of protected health information received from the group health plan available to the Secretary of Health & Human Services for purposes of determining compliance by the group health plan with the Privacy Rule;
- 9) If feasible, return or destroy all protected health information received from the group health plan that the sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made,

except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

- 10) Ensure that the adequate separation of health plan administration function from other functions as required by the Privacy Rule.

RR Taylor Construction Services, Inc. further certifies that it agrees to implement workplace procedures to provide for adequate separation between the group health plan and the plan sponsor. As defined in the plan documents and by workplace procedures, RR Taylor Construction Company, Inc

- 1) Has described those employees or classes of employees or other persons under the control of the plan sponsor to be given access to the protected health information to be disclosed, provided that any employee or person who receives protected health information relating to payment under, healthcare operations of, or other matters pertaining to the group health plan in the ordinary course of business must be included in such description;
- 2) Has restricted the access to and use by such employees and other persons described in the Privacy Rule to the plan administration functions that the plan sponsor performs for the group health plan; and
- 3) Has provided an effective mechanism for resolving any issues of noncompliance.

SAFETY

Employees are provided with worker's compensation insurance, which covers any injury incurred during the performance of their job.

To ensure that injured or sick employees receive the benefits afforded by this fund, it is mandatory that all incidents, no matter how small they seem, be reported to their supervisor immediately on the day of the incident. Each employee is cautioned against delaying the reporting of the circumstances surrounding the incident. Failure to report an injury could result in loss of benefits.

In cases where medical attention is necessary, employees will be required to treat with our company doctor/clinic or other medical provider approved by the company. If treatment is sought outside our clinic or approved provider the employee will be responsible for those costs. All follow-up appointments must be scheduled after work hours.

We provide modified work when the employee has restrictions placed on their work duties by a physician.

VEHICLE USE POLICY

In addition to the employee handbook, anyone driving company vehicles will sign and adhere to the vehicle use policy. That document is the official policy that all drivers must adhere to while driving a company vehicle.

TERMINATION

Taylor Construction Services is an “at will” employer. Employment is terminable at the option of either the employer or employee. A reason for termination may or may not be given. Vested interest in benefit plans is paid in accordance with the plan document. Conversion of insurance policies is in accordance with individual policy specifications.

Upon termination, the discharged employee must turn in their company keys, credit cards, tablets and all company clothing issued to them by the company, and any other company property that might be in their possession. If company does not receive their company property than deductions will be made on their final paycheck.

**IRREVOCABLE CONSENT FOR ALCOHOL, DRUG AND
SUBSTANCE SCREENING**

I hereby consent for RR Taylor Construction Services, Inc. to have blood, urine, or saliva samples collected from me by a physician or other medical personnel and to have conducted such other necessary medical tests as may be necessary to determine the presence of the use of alcohol, drugs, or controlled substances. Further, I give my consent for release of the test results, and other relevant medical information to authorized company management for appropriate review. I understand that the company's rights to demand a drug, alcohol, and substance screen from me is continuing and that I may be asked to consent to such tests at any time during my employment. If I refuse to consent, I understand that I may be subject to disciplinary action including the potential for termination.

AGREED TO:

Signature

Date

Witness

Date

REFUSED:

Signature

Date

Witness

Date

Reasons for refusal: _____

COPY FOR MANUAL RETENTION

Taylor Construction Services

(further defined in manual as TCS)

Safety Manual

Revised 1-21-19

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Safety Manual

This document functions as a clear statement to all staff, clients, and governing bodies that TCS desires to see no employee injured or made ill by their work. It explains the methods used to ensure laborers knowledge of work hazards and appropriate techniques to eliminate or negate these hazards. TCS is aware that management commitment, company-wide accountability, identifying hazards, investigating accidents and TCS involvement, education and training are required for a successful safety program. The following pages provide laborers with an understanding of how these aspects are incorporated into the general guidelines and requirements of the company's safety policies. Employee involvement is critical for complete success. After reading this document, laborers must apply the policies to their on-the-job behaviors. These policies are not all-inclusive but aim to address and correct actions at any time and employees will be notified of changes and asked to sign any revised policy.

Safety Training

A safe demolition project requires that all those present on the site know the safety policies and know how to accomplish the work. It is also necessary to assign clear roles and responsibilities so that each worker knows who is responsible for specific tasks. Such as Supervision, Medical and First Aid, Tools, Materials Management and knows where information is and what to do in special circumstances.

Management

Management is responsible for overall prevention of workplace injuries and illnesses. Management provides direction and full support to supervisors and employees regarding safety and health, job training and hazard elimination procedures. In order to continually review the effectiveness of our safety and health program, management must be fully informed about safety issues at all job sites.

Supervision

Supervisors are directly responsible for supervising and training their workers in proper procedures, work practices and safety methods. Supervisors must enforce company rules and take immediate corrective action to eliminate hazardous conditions and practices. They will not permit safety to be sacrificed for any reason. In addition, they will be held accountable for all safety and health issues within their control.

Employees-Laborers

Teaching safety is a two-way street. Remember, the following general rules apply in all situations:

- No employee should undertake a job that appears to be unsafe.

- No employee is expected to undertake a job until he/she has received adequate safety instructions and is authorized to perform the task.
- No employee should use chemicals without fully understanding their toxic properties and without the knowledge required to work with these chemicals safely.
- Mechanical safeguards must be kept in place.
- Employees must report any unsafe conditions to the site supervisor.
- Personal protective equipment must be used when and where required by the site supervisor. All such equipment must be properly maintained.
- Report all accidents, no matter how slight, to your supervisor immediately.
- Supervisors must report all accidents/incidents to the office immediately.

Safety policy violations will be documented in writing and repeated violations may be cause for termination of employment.

Approaching a TCS Project

Pre-Planning

When dismantling a building element, it is helpful to know how it was put together and what tools were used. This means that in general, the demolition will follow the rule of “last on-first off” for materials, sometimes including the additions to the building.

Safety starts with planning for the worst and taking every measure to prevent even the most minor incidents. It is reasonable to expect small minor cuts, scrapes, bruises, etc. However, it is not reasonable to expect falls, electrical shocks, major cuts or impact injuries. One aspect of demolition that differentiates it from more traditional and mechanized demolition is the use of predominantly hand labor. In the case of an integrated hand labor and mechanical labor process, the greatest care must be taken to insure the separation of people activities from the operation of mechanical equipment.

The location of the nearest medical emergency treatment and telephone numbers for emergency services should be known by all workers.

At the beginning of the demolition process, the entire site should be checked for miscellaneous hazards. Such as holes, roots and uneven ground, biting animals, insect nests, tree limbs that might be in the way, overhead wires, fences, etc. that might cause accidents and inhibit equipment movement.

How the building will be taken apart, the movement of people and materials and the use of tools and equipment all create potential on-going hazards during the demolition.

Safety starts with the site and ends with each worker.

Safety – The First Line of Defense

The Project

The first aspect of preventative safety is that the building has been abated of all asbestos and that any possible and accessible biological hazards have been dealt with.

The building elements should be physically sound and able to support the weight of workers and not present a danger of collapse wherever workers might be present. Any shoring or stabilizing should be completed prior to the demolition and as needed during the process.

No worker should contribute to the instability of the building by (for example) removing load-bearing walls when they are still supporting a floor or roof above. Do not remove vertical or horizontal structural elements “before their time.”

The Environment

Ice, rain and snow pose immediate hazards and work should not take place in these conditions. Wet conditions can cause slips and electrical shocks.

Extremely hot and or humid conditions and lack of ventilation are sources of heat exhaustion and stroke and care should always be taken to insure adequate water consumption, as much shade as possible, and not overtaxing workers to the point that they might make serious mistakes.

During extremely cold conditions a warm break area should be provided. Appropriate attire is the responsibility of each worker.

Supervision and Training

The site supervisor must know how to spot hazards and what to do about them. The proper order and techniques for the demolition, and how to communicate tasks to the workers. Training should always be given and acknowledged for any new worker and then again for each new task and piece of equipment.

Safety is the result of communicating to workers how to do things in a safe manner. Safety is also the result of communication between workers. Everyone on a demolition site needs a constant “heads up” attitude about what and where people are in relation to the building, ground, materials, pieces of equipment and to each other.

Clean Site

A clean job site is a safe one. The simplest cause of nail punctures and tripping is when salvaged wood members with nails still in them are allowed to pile up or are allowed to sit in areas where people are walking. Always remove nails from wood at the earliest opportunity and stack materials for de-nailing away from where people are working or walking.

Safety – The Last Line of Defense

When all else is considered, Personal Protective Equipment (PPE) is the last line of defense. Lumber with nails sticking up in a pathway or a piece of flying debris should not be present in the first place, BUT if an accident happens, PPE will help prevent injuries. Basic PPE for every worker is:

- **Hardhat** - for any work where objects are overhead, debris might fall, or someone is carrying a piece of lumber nearby. Hardhats should be put on whenever entering the work zone and kept on.
- **Gloves** - gloves provide some impact resistance; help prevent blisters, splinters, and cuts from sharp objects.
- **Safety Glasses** - safety glasses prevent impacts to the eyes from small flying objects, dust, debris and fibers that might fall from above. It is extremely important to use safety glasses whenever using tools that might cause debris to fly about, especially the denailing process.
- **Steel-Toed Boots/Steel Inserts** – steel-toed boots and steel inserts are REQUIRED to provide protection from objects that might impact the foot from above and from the side and provide protection from stepping on nails. Boots with steel inserts are the only real protection from stepping on nails. Boots also provide ankle support for uneven footing.
- **Ear Plugs** – earplugs are used when power tools and generators are creating excessive noise.
- **Respirator Masks a.k.a Face Masks** - **respiratory** protection is an important aspect of worker health and safety whenever there is potential for respiratory hazards such as dust, fibers and lead-based paint.

Required Personal Protective Equipment

Gloves

Safety Glasses

Hard Hats

Ear Protection (employee provides)

Dust Masks (employee provides)

Safety- The Bottom Line

Two of the most dangerous aspects of demolition are being caught or struck by materials, tools and especially nails. Falls, from ladders, by tripping and/or slipping.

Being hit by materials often comes from lack of communication between workers. Another cause is from trying to muscle something apart and having it suddenly give. When a tool is involved, this also often results in workers hitting themselves with a tool such as a crowbar. *"Sorry" doesn't count after someone is hurt!*

Safety Rules of Thumb

COMMUNICATION

Knowing where you are in relation to others, walls, roof edges, steps or changes in level, overhangs, any building element on the ground, other workers and their activities are probably the most important concept of all.

- Every person on the site must act responsibly.
- Workers must be alert and invested in the work they are performing.
- Cleanup of debris on all work surfaces will occur after each phase of demolition.
- Piles of debris will not be allowed to accumulate in work areas where they could generate a hazard or impediment to the workers.
- Stabilize weakened sections of buildings, and work in such a way as to keep the structures as stable as possible.
- Take care in handling windows (glass), long items, heavy items and objects with nails still in them.
- Understand how components are connected and the best method and tool to use in removing it to minimize force that in turn can result in sudden movements, creating projectiles, slipping, etc.
- Understand load bearing components and stresses produced by gravity, including awareness of damaged components and weak points caused by termite, water damage, etc.
- Use of safety harnesses, scaffolding, ladders and guardrails.
- Use a two-person system for the majority of materials removal so that long wood members, for example, can be handled at both ends to protect both workers and materials from any sudden movements.
- Horseplay, scuffling and other acts which tend to have an adverse influence on safety or well-being of other employees are prohibited.
- Do not throw things, especially material and equipment.
- Dispose of all waste properly and carefully.

Reporting

All serious accidents must be reported to OSHA. In cases of hospitalization or death, a full investigation with copies of the report provided to government authorities, will be required. In less serious cases, the investigation report must be presented to the company for disclosure to its insurance carrier and for remedial action at the work site.

Fall Prevention

It is not the fall that hurts – it's what you land on at the end of the fall! Do not leave dangerous things for yourself or others to be tripped by or to fall on!

All laborers are asked to work at heights at one time or another. Care should be taken when workers are tired or exposed to high heat and humidity, which can reduce alertness and balance. The best fall protection strategy to begin with, is a healthy and alert worker.

Fall protection comes in several forms-from personal body harnesses to railings, to controlled access zones and monitoring. Personal body harnesses must be properly anchored to be effective.

Demolition is unique in that it involves removing the building elements from around the worker. This means creating a "leading edge" -reducing the places to secure a body harness or place a railing and to stand safely-all at the same time.

In case of removing a roof structure or second floor, the worker is actually creating more openings through which to fall. At some point during the removal of roofs and upper floors, it will be necessary to start working from below on scaffold or ladders, thereby reducing the fall hazard.

TCS requires the use of fall protection when working on unguarded surfaces above 6 feet. Each project contains different fall hazards and fall protection systems are designed to address specific fall potentials. Slide guard use is mandatory when removing roofs up to a slope of 8 in 12 and less than 25 feet in height. Roofs of greater height or slope need to be evaluated by TCS Manager before removal.

Before beginning a demolition project, the supervisor will evaluate all fall potentials for the specific job. Fall protection systems then are selected to fit the specific job site needs. Areas of specific concern are: roofs, upper story or overhanging floor platforms, floor and wall openings, walkways to work areas, ladders, stairways and scaffolding.

- Laborers exposed to fall hazards are trained in the following areas:
 - The nature of fall hazards in our work areas.
 - Procedures for erecting, maintaining, inspecting, using, disassembling, handling and storing the different types of fall protection we use.

- The laborer's role in fall-protections plans and the limitations of fall-protection equipment.

Ladder Use

Follow OSHA regulations for using ladders and fall protections. Do not use ladders that are broken or too short for the task. Minimize dragging and banging ladders around.

Check ladders each and every time before you climb. Ladders should be maintained in good condition:

- Joints between steps and side rails should be tight
- Hardware and fittings securely attached
- Movable parts operating freely without binding or undue play
- Non-slip safety feet are provided on each ladder
- Ladder rungs and steps should be free of grease and oil

Employees are prohibited from using ladders that are broken, missing steps, rungs, cleats, or that have broken side rails or other faulty equipment.

It is prohibited to place a ladder in front of doors opening toward the ladder except when the door is blocked open, locked or guarded. It is prohibited to place ladders on boxes, barrels or other unstable bases to obtain additional height. Do not use the top step of ordinary stepladders as a step.

Only adjust extension ladders while standing at a base (not while standing on the ladder or from a position above the ladder). Metal ladders should be inspected for tears and signs of corrosion. Rungs of ladders should be uniformly spaced at 12 inches, center to center.

Rules of Thumb

- Keep passageways clear and clean-up debris. This prevents slips and also allows for placing ladders on a flat clear surface.
- Know where you are stepping, know where edges and steps are, mark them and use rails.
- Check floors and roofs for holes and rotted wood or weaknesses before using them for support. Take the time to reinforce, stabilize and cover holes with plywood, etc.
- Always ascend, descend and work facing into a ladder, if something gives, you will fall into the ladder, which is the strongest position. Never assume that a ladder is latched properly or set on the ground properly. ALWAYS CHECK IT YOURSELF.

Power Tool Usage

Use power tools according to manufacturer specifications. Never use a tool you are not experienced or comfortable with. Never be afraid to ask someone for help.

Rules of Thumb

- Be aware of where the power cord is in relation to the tool and other workers at all times.
- A sharp blade is a safe blade – check and change often.

Respiratory Protection Plan

Due to the nature of our work, all laborers are regularly exposed to airborne quantities of nuisance dust, molds and silica that endanger health and exceed State and Federal personal exposure limits (PEL's). Ventilating and wetting work areas help lower but not eliminate these risks. Specific hazardous operations are drywall/plaster removal, insulation removal, concrete/chimney removal, flooring removal and roofing removal. During these operations (and others as mandated by the site supervisor), laborers are required to wear masks.

In some situations, a laborer cannot wear a face mask due to facial hair or if any other conditions or personal protective equipment interfere(s) with the sealing surface of the mask or function of the mask. Laborers must leave contaminated work areas before removing their face mask when:

- Washing of one's face
- Leakage of the face mask is detected
- Break or lunch time arrive
- Work is stopped for any reason

Should a face mask be needed and cannot be worn effectively for the duration of work shifts, the problem should be reported to the supervisor promptly.

Laborers are trained for face mask use through a discussion of these topics:

- Why face masks are necessary at our jobsites
- How improper fit, use or maintenance can compromise the protective effect of face mask
- Face mask capabilities and limitations
- How to use face mask in emergency situations, including situations in which the face mask malfunctions
- Proper maintenance and storage procedures
- How to recognize medical signs and symptoms that may limit or prevent effective face mask usage

During jobsite inspections, observations are made of face mask usage and any problems or comments regarding fit, selection, proper use or maintenance are addressed. In this manner the effectiveness of the respirator program is evaluated.

Assured Equipment Grounding Conductor Program

Whenever possible, ground fault circuit interrupters or generators are used on TCS job sites. However, since the installation of GFCI's is not always under our control, we have instituted this assured equipment grounding conductor program.

Each extension cord, splitter and receptacle used at job sites is visually inspected before each day's use for external defects or damages. Equipment found damaged or defective is to be removed from service, for repair.

Hazard Communication Program

In order to protect laborers, TCS established the following written hazard communication program. This written program is available in supervisor notebooks and in the office for review by any interested employee.

The TCS manager or site supervisor verifies that all containers received for use clearly list contents, appropriate hazard warnings, manufacturer's name and address on their labels. Any secondary containers are labeled as the first. Copies of material safety data sheets (MSDS's) for chemicals used by TCS will be found both in supervisor notebooks and in the office. If MSDS's are not available, or new chemicals in use do not have MSDS, immediately contact the site supervisor. Site inspections will ensure no chemicals are in use for which there is no MSDS on file and obtain MSDS's for any that may be found.

The following is a list of hazardous chemicals presently used by TCS:

- Gasoline
- Motor Oil
- Penetrating lubricant
- Spray paint
- Wasp Spray

All contractors doing business with TCS will be made aware of this Hazard Communication Program, the location of MSDS's and the precautions to be taken, if any. In addition, these contractors are expected to inform us of the same.

Lead

The reclamation of used building materials sometimes involves the disturbance of previously installed toxic substances. Such as lead-based paint, lead pipes and lead flashing. No one should be exposed to harmful levels of lead in the work environment.

The goal of this program is to reduce or eliminate laborer and customer exposure to lead through proper hazard awareness training, special workplace procedures and good personal hygiene practices. These actions protect laborers, customers and the families of both.

Training

Employees are educated as to the possible locations of lead products in their work environment. Homeowner customers are given a copy of the United States EPA's pamphlet "Protect our Family from Lead In Your Home." Everyone is encouraged to identify lead hazards and pass information to others.

Special Workplace Procedures

We must make every effort to properly contain lead-tainted products. Our hand demolition methods are less aggressive than traditional demolition methods and help lower the risk of widespread contamination. When disturbing surfaces possibly containing lead, water should be applied to reduce the chance of lead dust becoming airborne. When removing siding or other products with compromised paint from outside a building, tarps are laid to cover the ground and catch paint chips as they fall to keep lead out of the soil. During partial demolitions, especially if people live where we are working, special care must be taken to keep living areas free from lead. The work area is contained to prevent dust from entering other portions of the residence. Careful cleaning must be done in these instances to make sure all dust is cleaned up and contained.

Hygiene Practices

When careful workplace procedures are used, our most likely cause of worker contamination is oral intake of lead. Supervisors must constantly remind employees to wash their hands before eating, drinking or smoking.

By following these guidelines, we feel lead exposure can be kept at bay. Working smart, wet and clean will allow us to continue working safely.

Asbestos

Whenever TCS begins a project, materials involved in the scope of work that are likely to contain asbestos will be tested for asbestos content. If the materials prove to contain asbestos, they will be dealt with in one of three ways.

1. A homeowner may choose to remove the asbestos. If this option is selected, the homeowner must obtain DNR permits and conduct clearance tests on the building. Clearance tests must prove negative before TCS employees will be assigned to work in the building.
2. An asbestos abatement contractor will be hired to remove the asbestos. The abatement contractor will be required to provide a clearance test result certificate to TCS before any employee will work in the building.
3. TCS can perform other duties in the building, provided the asbestos containing material remains undisturbed throughout the project.

Copies of the tests conducted, and the results will be placed in the office and in job notebooks. They are available to workers on the project.

Should you begin work on a project and encounter a material likely to contain asbestos, STOP! Do not remove the material. Contact the TCS manager immediately to arrange for testing to take place. Do not remove a suspect material that has not been appropriately tested. TCS does not do asbestos abatement.

Medical Services and First Aid

Prior to starting work, provisions should be made for prompt medical attention in case of serious injury.

- The nearest hospital, infirmary, clinic or physician should be made known to all staff
- Instructions for the most direct route to these facilities should be provided
- Post the telephone numbers of the hospitals, physicians or ambulances in a conspicuous spot
- A properly stocked first aid kit must be available at the job site. The first aid kit should contain approved supplies in a weatherproof container with individually sealed packages for each type of item. It should also include rubber gloves to prevent the transfer of infectious diseases.
- Provisions should be made to provide for quick drenching or flushing of the eyes should any person be working around corrosive materials. Eye flushing must be done with water containing no additives.

Check the contents of the first aid kit on each job and at least weekly to ensure that expended items are replaced.

Police and Fire

- The telephone numbers of the local police, ambulance and fire departments should be available at each job site.
- Notify police to report any vandalism, unlawful entry to the job site or accidents requiring police assistance.

Fire Prevention and Protection

Fire is one of the worst enemies of any facility. Learn the location of the fire extinguishers. Learn how to use them. Smoking is to be done in designated smoking areas.

A “fire plan” should be set up prior to beginning a demolition job. This plan should outline the assignments of key personnel in the event of a fire and provide an evacuation plan for workers on the site. Common sense should be the general rule in all fire prevention planning.

- All potential sources of ignition should be evaluated, and the necessary corrective measures taken
- Electrical wiring and equipment for providing light, heat or power should be installed by a competent person and inspected regularly
- Equipment powered by an internal combustion engine should be located so that the exhausts discharge well away from combustible materials and away from workers
- All internal combustion equipment should be shut down prior to refueling
- Fuel for this equipment should be stored in a safe location
- Only approved containers and portable tanks should be used for the storage and handling of flammable and combustible liquids
- Heating devices should be situated so that they are not likely to overturn and shall be installed in accordance with their listing, including clearance to combustible material or equipment
- Access for heavy fire-fighting equipment should be provided on the immediate job site at the start of the job and maintained until the job is completed
- A fully charged portable fire extinguisher should be provided throughout the operation

FINAL NOTE

This Safety Manual is an accident prevention plan. Following these guidelines will insure that all workers, not just yourself, are kept as protected as possible from injury and illness so that we may all enjoy a productive, safe and healthy work environment.

Acknowledgement of Receipt and Understanding

I acknowledge receipt of The Taylor Construction Safety Manual and agree to abide by its policies to the best of my ability.

Printed Employee's Name

Title

Employee's Signature

Date

Continued from page 24

Yard Waste Collection Fees

Christmas Trees	\$1.00/each
Clean Wood (pallets)	\$6.00/cu. yd.
Paper Lawn Bags	\$1.00/each
Plastic Lawn Bags/Trash Cans	\$2.00/each
Yard Waste and Brush (Pick up trucks, trailers, SUVs)	\$8.50/cu. yd.
Roll-off Containers (Rated containers)	\$8.50/cu. yd.
Chip Trucks:	
Small	\$10.00/load
Large	\$15.00/load
Tandem Axle Dump Trucks	
Small Material (leaves/brush)	\$125.00/load
Large Material (Logs/stumps)	\$235.00/load
Commercial Packers	\$9.50/cu. yd.
Clean Concrete	\$75.00/load

Material for Sale

Compost	\$22.00/cu. yd.
Colored Mulch	\$28.00/cu. yd.
Oak Bark Mulch	\$26.00/cu. yd.
Certified Playground Mulch	\$42.00/cu. yd.

Composite Interview Score Sheet

	35 Point Questions	25 Point Questions	20 Point Questions				FIRM	FIRM
				Pts	# Mmbrs	Max Pts	Gravatt Waste Solutions	KC Dumpster Company
Outstanding	27 - 35	19 - 25	16 - 20					
Exceeds Acceptable	18 - 26	13 - 18	11 - 15					
Acceptable	9 - 17	7 - 12	6 - 10					
Marginal	0 - 8	0 - 6	0 - 5					
1. Evidence of Experience & References with Similar Projects (FORM 3)								
Consider experience and references listed by the contractor on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?				20	3	60	30	49
<ul style="list-style-type: none"> Familiarity and experience with similar hauling jobs Consider any sub-contractors to be used and their experience (if applicable) 								
2. Expertise of Contractor's Personnel (FORM 4)								
Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:				20	3	60	26	46
<ul style="list-style-type: none"> Contractor's primary contact person Sub-contractors (if applicable) 								
3. Applicable Resources (FORM 1, 2, AND 5)								
Evaluate the extent of applicable resources available to the contractor to perform the work as listed on Forms 1, 2, and 5 of the RFP				25	3	75	30	64
<ul style="list-style-type: none"> Roll-off trucks (or equivalent) available Roll-off containers (or equivalent) available 								
4. Project Approach (FORM 5)								
Evaluate the contractor's approach to, and understanding of the Scope of Services required in the RFP as evidenced by the work approach presented in Form 5.				35	3	105	68	75
<ul style="list-style-type: none"> Contractor's schedule and detailed approach is reasonable/responsive to City's needs Roles of all involved parties clearly identified Familiarity with the work as evidenced by proposal (if applicable) 								
				100		300	154	234

Note: COST FORM 6A Customer Fee Schedule and COST FORM 6B Optional Service Fee Schedule are Fees charged to customers that will be noted, but will not be scored.

Composite Proposal Score Sheet

	35 Point Questions	25 Point Questions	20 Point Questions				FIRM	FIRM	FIRM	FIRM	FIRM
	27 - 35	19 - 25	16 - 20	Pts	# Mmbrs	Max Pts	WCA of Missouri, LLC	Gravatt Waste Solutions	Organic Resource Mngmt, Inc. St. Louis Composting	KC Dumpster Company, LLC	Constable Roll Off
Outstanding	27 - 35	19 - 25	16 - 20								
Exceeds Acceptable	18 - 26	13 - 18	11 - 15								
Acceptable	9 - 17	7 - 12	6 - 10								
Marginal	0 - 8	0 - 6	0 - 5								
1. Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the contractor on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> Familiarity and experience with similar hauling jobs Consider any sub-contractors to be used and their experience (if applicable) 	20	4	80	40	37	7	52	30			
2. Expertise of Contractor's Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: <ul style="list-style-type: none"> Contractor's primary contact person Sub-contractors (if applicable) 	20	4	80	40	47	12	55	31			
3. Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the contractor to perform the work as listed on Forms 1, 2, and 5 of the RFP <ul style="list-style-type: none"> Roll-off trucks (or equivalent) available Roll-off containers (or equivalent) available 	25	4	100	60	54	11	84	38			
4. Project Approach (FORM 5) Evaluate the contractor's approach to, and understanding of the Scope of Services required in the RFP as evidenced by the work approach presented in Form 5. <ul style="list-style-type: none"> Contractor's schedule and detailed approach is reasonable/responsive to City's needs Roles of all involved parties clearly identified Familiarity with the work as evidenced by proposal (if applicable) 	35	4	140	66	107	13	110	48			
	100		400	206	245	43	301	147			

Note: COST FORM 6A Customer Fee Schedule and COST FORM 6B Optional Service Fee Schedule are Fees charged to customers that will be noted, but will not be scored.