

NOTICE OF OPEN MEETING

Public Notice is hereby given that the City Council of the City of Excelsior Springs will conduct a **Council Meeting at 6:00 PM, August 4, 2025** to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at the time.

The tentative agenda of this meeting is as follows.

**City Council
City of Excelsior Springs**

A G E N D A



City Council Meeting
6:00 PM
Monday, August 4, 2025
Hall of Waters Council Chambers, 201 E Broadway, Ex. Springs MO

CALL TO ORDER

Opening by Pastor Doug Richey of Pisgah Baptist Church

Pledge of Allegiance

Roll Call

Visitors

This time is reserved for public comment addressed to the City Council. Each speaker is limited to 5 minutes. Any agenda item which has a Public Hearing should be reserved until the Public Hearing is opened and comments on such item will be taken at that time.

Minutes of the Budget Work Session of July 18, 2025

Minutes of the Regular City Council Meeting of July 21, 2025

CONSIDERATION OF AGENDA

1. Consideration of Adopting an Updated Substance Abuse Policy for Transportation/Transit Employees - Ordinance No. 25-08-01
2. Consideration of Awarding the Bid for the Water Treatment Plant Roof Replacement to Midwest Coatings, Inc., and Authorizing the Execution of the Contract for Said Improvements - Resolution No. 1593
3. Consideration of Approving Task Order No. 5 with Bartlett & West, Inc. for Engineering Services - Resolution No. 1594

4. Consideration of Awarding the Bid for Solid Waste Collection & Disposal Services and Authorizing the Execution of a Contract Services Agreement with the Selected Contractor - Resolution No. 1595

5. Consideration of US Dept. of Transportation Grant Agreement Under the FY2022 RAISE Grant Program - Ordinance No. 25-08-02

Remarks - City Manager

Remarks - City Council

Remarks - Mayor

Motion to Close the Meeting Pursuant to Sections 610.021.1 and 610.021.2, RSMo.

Adjourn

Representatives of the news media may obtain copies of this notice by contacting the City Manager's office, 201 East Broadway. Phone (816) 630-0752.

If any accommodations are required in order to attend this meeting (i.e. qualified interpreter, large print, reader, hearing assistance), please notify the City Manager's office no later than 48 hours prior to the beginning of the meeting.

Date and Time of Posting: AMENDED AGENDA POSTED Friday, August 1, 2025 at 3:30pm

WORK SESSION OF THE CITY COUNCIL
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
July 18, 2025

The City Council of the City of Excelsior Springs, Missouri met in a Work Session at 9:00 am on Friday, July 18, 2025 in the Conference Room of the Hall of Waters Building to discuss the proposed City Budget for a general overview of fiscal year Oct. 1, 2025 to Sept. 30, 2026.

The meeting was called to order by Mayor Mark Spohn.

Roll Call of Members: Present: Mayor Mark Spohn, Mayor Pro-Tem Reggie St. John, Councilman Stephen Spear, Councilman Gary Renne, and Councilman John McGovern.

Absent: None.

Present Representing the City: Molly McGovern, City Manager
Vonda Floyd, Finance Director
Robert Warner, Police Captain
Joseph Maddick, Fire Chief
Chad Birdsong, Public Works Director
Mallory Brown, Community Development Director
Melinda Mehaffy, Economic Development Director
Kara Godwin, Intern
Shannon Stroud, City Clerk/Human Resources Manager
Susan Conyers, Executive Secretary

Present Representing PWSD#3 Clay County: David Christensen

BUDGET COMMENTS:

Chad Birdsong, Director of Public Works, and City Manager Molly McGovern, began the budget discussion and provided documentation of the following funds within the Public Works Department:

- Water Budget
- Sewer Budget
- Refuse Budget
- Comments

City council members asked questions and discussed the various funds.

With no further business at hand, Mayor Spohn adjourned the Budget Work Session at 10:35 am.

MARK D. SPOHN, MAYOR

ATTEST:

SHANNON STROUD, CITY CLERK

CITY COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
July 21, 2025

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 PM, on Monday, July 21, 2025 in the Council Chambers of the Hall of Waters Building.

The opening was led by Pastor Marvin Clay of the Barbee Memorial Presbyterian Church.

The Pledge of Allegiance was led by Mayor Spohn.

The meeting was called to order by Mayor Spohn.

Roll Call of Members: Present: Mayor Mark Spohn, Mayor Pro-Tem Reggie St. John, Councilman Stephen Spear, Councilman Gary Renne, and Councilman John McGovern.

Absent: None.

VISITORS: None.

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF JUNE 30, 2025:

Councilman Renne made a motion to approve the minutes of the Special City Council Meeting of June 30, 2025. Motion was seconded by Mayor Pro-Tem St. John. All in favor; motion carried.

Minutes of the Special City Council Meeting of June 30, 2025 passed and approved July 21, 2025.

CONSIDERATION OF AGENDA:

Councilman Spear made a motion to approve the agenda as presented. Motion was seconded by Mayor Pro-Tem St. John.

Roll Call of Votes: Ayes: McGovern, Spear, Renne, St. John, Spohn

 Nays: None, motion carried.

The agenda passed and approved July 21, 2025.

CONSIDERATION OF APPROVAL FOR SALE OF LIQUOR AT THE SPRINGS RESTAURANT:

Mayor Spohn read by title the Consideration.

Captain Robert Warner, Excelsior Springs Police Department briefed the Council of the Consideration.

Councilman McGovern made a simple motion to approve the application for Retail Liquor License for The Springs Restaurant, located at 415 St. Louis Avenue. Motion was seconded by Councilman Spear.

Roll Call of Votes: Ayes: Spear, McGovern, Renne, St. John, Spohn

Nays: None, motion carried.

The Consideration for application for Retail Liquor License for The Springs Restaurant, located at 415 St. Louis Avenue, passed and approved July 21, 2025.

CONSIDERATION OF APPROVAL FOR SALE OF LIQUOR AT DONNICI'S DELI:

Mayor Spohn read by title the Consideration.

Captain Robert Warner, Excelsior Springs Police Department briefed the Council of the Consideration.

Councilman McGovern made a simple motion to approve the application for Retail Liquor License for Donnici's Italian Deli & Market, located at 1500 Kearney Road, Excelsior Springs, MO. Motion was seconded by Mayor Pro-Tem St. John.

Roll Call of Votes: Ayes: Renne, McGovern, Spear, St. John, Spohn

Nays: None, motion carried.

The Consideration for application for Retail Liquor License for Donnici's Italian Deli & Market, located at 1500 Kearney Road, Excelsior Springs, MO, passed and approved July 21, 2025.

PUBLIC HEARING – 353 TAX ABATEMENT FOR 328 E BROADWAY:

Mayor Spohn read by title the consideration to open the public hearing for the 353 Tax Abatement for the 328 E Broadway.

Councilman Spear motioned to open the Public Hearing regarding the 353 Tax Abatement for the 328 E Broadway Mayor Pro-Tem St. John seconded.

Roll Call of Votes: Ayes: McGovern, Renne, Spear, St. John, Spohn

Nays: None, motion carried.

The public hearing was opened at 6:09 pm.

There were no comments or questions from the public.

Councilman Renne motioned to close the Public Hearing regarding the 353 Tax Abatement for the 115 W Excelsior Street redevelopment agreement. Councilman Spear seconded.

Roll Call of Votes: Ayes: Renne, Spear, McGovern, St. John, Spohn

Nays: None, motion carried.

The public hearing was closed at 6:10 pm.

ORDINANCE NO. 25-07-01, CONSIDERATION OF REDEVELOPMENT AGREEMENT FOR 328 EAST BROADWAY AVENUE:

Mayor Spohn read by title Ordinance No. 25-07-01.

Laura Mize, Neighborhood Specialist briefed the Council of the Ordinance.

Councilman McGovern made a motion to place Ordinance No. 25-07-01 approving the 328 East Broadway Avenue project amendment to the amended development plan submitted by the Excelsior Springs Redevelopment Corporation; authorizing certain tax abatements for the project area; and approving a redevelopment agreement on second reading. Motion was seconded by Councilman Renne.

Roll Call of Votes: Ayes: Spear, Renne, McGovern, St. John, Spohn

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 25-07-01.

Mayor Pro-Tem St. John made a motion to approve Ordinance No. 25-07-01 approving the 328 East Broadway Avenue project amendment to the amended development plan submitted by the Excelsior Springs Redevelopment Corporation; authorizing certain tax abatements for the project area; and approving a redevelopment agreement. Motion was seconded by Councilman Spear.

Roll Call of Votes: Ayes: Renne, Spear, McGovern, St. John, Spohn

Nays: None, motion carried.

Ordinance No. 25-07-01 passed and approved July 21, 2025.

ORDINANCE NO. 25-07-02, CONSIDERATION OF PRELIMINARY AND FINAL PLAT FOR EASLEY FARM LOTS 1 & 2:

Mayor Spohn read by title Ordinance No. 25-07-02.

Mallory Brown, Director of Community Development briefed the Council of the Ordinance.

Councilman McGovern made a motion to place Ordinance No. 25-07-02 approving a preliminary plat and final plat for lots 1 and 2, Easley Farm, a subdivision in the City of Excelsior Springs, Clay County, Missouri on second reading. Motion was seconded by Councilman Spear.

Roll Call of Votes: Ayes: McGovern, Spear, Renne, St. John, Spohn

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 25-07-02.

Councilman Spear made a motion to approve Ordinance No. 25-07-02 approving a preliminary plat and final plat for lots 1 and 2, Easley Farm, a subdivision in the City of Excelsior Springs, Clay County, Missouri. Motion was seconded by Mayor Pro-Tem St. John.

Roll Call of Votes: Ayes: Renne, McGovern, Spear, St. John, Spohn

Nays: None, motion carried.

Ordinance No. 25-07-02 passed and approved July 21, 2025.

RESOLUTION NO. 1589, CONSIDERATION OF SANITARY SEWER CONNECTION WITH ANNEXATION AND UTILITY SERVICES AGREEMENT:

Mayor Spohn read by title Resolution No. 1589.

Mallory Brown, Director of Community Development briefed the Council of the Resolution.

Councilman Renne made a motion to approve Resolution No. 1589 approving connection to the City of Excelsior Springs Sanitary Sewer System. Motion was seconded by Mayor Pro-Tem St. John.

Roll Call of Votes: Ayes: Renne, Spear, McGovern, St. John, Spohn

Nays: None, motion carried.

Resolution No. 1589 passed and approved July 21, 2025.

RESOLUTION NO. 1590, CONSIDERATION OF AGREEMENT WITH AMERICAN YOUTH SOCCER ORGANIZATION:

Mayor Spohn read by title Resolution No. 1590.

Nate Williams, Director of Parks, Recreation, and Community Center briefed the Council of the Resolution.

Councilman Spear made a motion to approve Resolution No. 1590 approving a letter of agreement with American Youth Soccer Organization. Motion was seconded by Councilman Renne.

Roll Call of Votes: Ayes: McGovern, Renne, Spear, St. John, Spohn

Nays: None, motion carried.

Resolution No. 1590 passed and approved July 21, 2025.

RESOLUTION NO. 1591, CONSIDERATION OF MEMORANDUM OF UNDERSTANDING WITH URBAN TRAIL CO.:

Mayor Spohn read by title Resolution No. 1591.

Nate Williams, Director of Parks, Recreation, and Community Center briefed the Council of the Resolution.

Mayor Pro-Tem St. John made a motion to approve Resolution No. 1591 approving a memorandum of understanding with Urban Trail Co. Motion was seconded by Councilman Renne.

Roll Call of Votes: Ayes: Spear, Renne, McGovern, St. John, Spohn

Nays: None, motion carried.

Resolution No. 1591 passed and approved July 21, 2025.

RESOLUTION NO. 1592, CONSIDERATION OF CHANGE ORDER #3 TO THE CONTRACT WITH MEGA KC FOR THE DRY FORK GREENWAY PROJECT:

Mayor Spohn read by title Resolution No. 1592.

Chad Birdsong, Director of Public Works briefed the Council of the Resolution.

Councilman McGovern made a motion to approve Resolution No. 1592 approving Change Order No. 3 to the contract with Mega KC Corporation for the Dry Fork Greenway Project. Motion was seconded by Councilman Spear.

Roll Call of Votes: Ayes: Renne, McGovern, Spear, St. John, Spohn

Nays: None, motion carried.

Resolution No. 1592 passed and approved July 21, 2025.

JUNE REVENUE REPORT AND FINANCIALS FOR REVIEW:

Mayor Spohn read by title the Consideration.

Molly McGovern, City Manager briefed the Council of the Consideration.

The expenditure lists and payroll for June 2025 and the June revenue report were made available for review.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. I received a copy of an email this week from the International Code Council Member Community bringing attention to the good enforcement efforts that are proceeding in Excelsior Springs. ‘The City of Excelsior Springs has taken a compassionate and proactive step in code enforcement. What sets their work apart is the relational approach they bring; Trish states, “I’m not here to be the bad guy. I’m here to help the community look and feel its best.” Excelsior Springs is a great example of how code enforcement can uplift a community-not by being punitive, but by being supportive, respectful, and persistent. Congratulations to Trish and the entire team whose efforts are restoring pride in neighborhoods and protecting property values.’ I thought that was a really nice thing for members to share amongst themselves of good work.

Councilman Renne:

1. I’m very pleased with two of our items on tonight’s agenda. Seeing redevelopment at 328 E. Broadway is exciting to see. I’m looking forward to it and it is much needed. As well as the Urban Trail Company. We have all been sharing in that and it is exciting to see what that will bring to our city both for our residents and for the many folks coming to visit to ride or walk the trails.

Councilman McGovern:

1. Nothing this evening except that the Excelsior Citizen did a fundraiser for the Vets Club with their t-shirts. The shirts came in this week, and I think there were 700 ordered. And there has been a cry for more. They are opening it again temporarily to allow those that want to participate and get a chance to buy some t-shirts. It is a very nice gesture. I appreciate it. The proceeds went to the VFW.

Councilman Spear:

1. Nothing this evening.

Mayor Pro-Tem St. John:

1. I like to highlight the people that have worked for the city for a while. I saw that Joe Spear has been here 44 years. And Nate Conyers has been here 21 years. We are fortunate and blessed to have the folks that make their careers here.

Mayor Spohn:

1. My closing remark will reflect upon the Mayor's Block Party that was held last Saturday night at Shamrock Hills Vineyard and Winery. It was to raise funds for the VFW Memorial Hall. It was well attended, and had good music and food. A lot of people donated food and donated their time to prepare it. I contacted Denise Riley this afternoon and she said they raised a little over \$3000 and some change for the VFW. I thought that was a great community effort even though it was not within the city limits, Mike and Denise have a profound presence in our community. I appreciate them for doing that.

MOTION TO CLOSE THE MEETING PURSUANT TO SECTIONS 610.021.1 and 610.021.2, RSMO.:

With no further business at hand, Councilman McGovern motioned to close the Regular City Council Meeting of July 21, 2025 and go into CLOSED SESSION immediately following pursuant to Sections 610.021.1 and 610.021.2, RSMo. Councilman Spear seconded. No discussion was held by City Council Members.

Roll Call of Votes: Ayes: Renne, McGovern, Spear, St. John, Spohn

Nays: None, motion carried.

The Regular City Council meeting of July 21, 2025 adjourned at 6:35 pm.

ATTEST:

MARK D. SPOHN, MAYOR

SHANNON STROUD, CITY CLERK



Director of Utility Services
201 E Broadway
Excelsior Springs, MO 64024

Phone:(816) 630-0755
Fax: (816) 630-9528

August 4, 2025

To: Mayor and City Council
From: Chad Birdsong, Director of Public Works

Re: Public Transportation 5311 – Updated Substance Abuse Policy for
Transportation/Transit Employees

Attached is an ordinance for your consideration and approval to adopt an updated Substance Abuse Policy for the Transportation Department pursuant to MoDOT's requirements for Audit compliance.

The findings required changes to some of the language in the existing Substance Abuse Policy. This will satisfy all of their compliance issues at this time and in preparations of upcoming audits concerning the Substance Abuse Policy.

If you have any questions, please do not hesitate to call me at 630-0755.

Respectfully Submitted,
Chad Birdsong

ORDINANCE NO. 25-08-01

AN ORDINANCE ADOPTING AN UPDATED SUBSTANCE ABUSE POLICY
FOR TRANSPORTATION/TRANSIT EMPLOYEES

Be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City of Excelsior Springs Personnel Policies, Employee Handbook, is hereby revised and amended to include the Substance Abuse Policy for Transportation/Transit Employees attached hereto as in Exhibit A.

Section 2. The provisions of the Employee Handbook amended hereby shall not be construed to revive any former clause or provision of the Personnel Policies of the City of Excelsior Springs, Missouri that is inconsistent with Exhibit A and the provisions of the current Employee Handbook.

Section 3. The sections, paragraphs, clauses, and phrases of the Ordinance containing this amendment to the Employee Handbook are severable and if any portion of the Ordinance or Employee Handbook is declared unlawful by the valid judgment, decree, or injunction order of a court of competent jurisdiction, such ruling shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance or Employee Handbook and all provisions of the Ordinance or Employee Handbook not specifically declared to be unlawful shall remain in full force and effect.

Section 4. This Ordinance overrides any conflicting provision or regulation within the Municipal Code of the City of Excelsior Springs, Missouri.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved on the 4th day of August, 2025.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

The City of Excelsior Springs Missouri

Drug and Alcohol Policy

Effective as of [08/04/2025]

Adopted by: Excelsior Springs City Council

Date Adopted: [08/04/2025]

Last Revised: [07/22/2025]

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1. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website

<http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect The City of Excelsior Springs Missouri's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All The City of Excelsior Springs Missouri employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the supervisor no later than five days after such conviction.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance

Per The City of Excelsior Springs Missouri policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP) **and terminated from employment.**

5. Circumstances for Testing

Pre-Employment Testing

Pre-employment alcohol tests are conducted after making a contingent offer of employment or transfer. All pre-employment alcohol tests will be conducted using the procedures set forth in 49 CFR Part 40. An alcohol test result of less than 0.02 is required before an employee can first perform safety-sensitive

functions. If a pre-employment alcohol test is cancelled, the individual will be required to undergo another test with a result of less than 0.02 before performing safety-sensitive functions.

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when The City of Excelsior Springs Missouri has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by The City of Excelsior Springs Missouri using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

FTA Drug and Alcohol Policy – The City of Excelsior Springs Missouri

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (3) The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by The City of Excelsior Springs Missouri using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If a Pre-Employment, Reasonable Suspicion, Post-Accident, Random, or Return to Duty test results in a negative dilute test result, The City of Excelsior Springs Missouri will conduct one additional retest. The result of the second test will be the test of record. If there is a negative dilute test result and the test type was not a Pre-Employment, Reasonable Suspicion, Post-Accident, Random, or Return to Duty test, The City of Excelsior Springs Missouri will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. The City of Excelsior Springs Missouri guarantees that the split specimen test will be conducted in a timely fashion. City of Excelsior Springs will seek to be reimbursed from the employee for all costs of such testing unless the test result of the split specimen invalidates the test result of the primary specimen

7. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by The City of Excelsior Springs Missouri.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.

- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or The City of Excelsior Springs Missouri for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or The City of Excelsior Springs Missouri's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

While we have a zero-tolerance policy, we understand that individuals may be directed to return to work by a court or external authority. In the unlikely case that a zero-tolerance dismissal is overturned, individuals referred to an SAP must still meet FTA return-to-work requirements under 49 CFR Part 655.46 & 655.47.

8. Contact Person

For questions about The City of Excelsior Springs Missouri's anti-drug and alcohol misuse program, contact

Designated Employer Representative (DER):

Name: Courtney Kennedy

Title: Transportation Coordinator

Address: 103 E Water, Excelsior Springs, MO 64024

Phone: 816-630-0754 ext. 4425

Fax: 816-630-9528

Email: ckennedy@excelsiorsprings.gov

Consortium/Third Party Administrator:

Name: WPCI

FTA Drug and Alcohol Policy – The City of Excelsior Springs Missouri

Address: 1321 Broadway, Scottsbluff, NE 69361
Phone 308-632-7411
Fax: 308-632-6727

Drug Testing Lab:

Name: MedTox
Address: 402 W County Rd D, St.Paul, MN 55112
Phone 877-474-5767
Fax: N/A

Medical Review Officers (MRO):

Name: Dr. Richard Simmons
Address: 1124 Broadway Suite A, Scottsbluff, NE 69361
Phone 800-682-5176
Fax: 308-632-6727

Attachment A: Covered Positions

Transportation Coordinator (If Performs Dispatch or Driver Functions)

Full-time Bus Drivers

Part-time Bus Drivers



Director of Public Works
201 E Broadway
Excelsior Springs, MO 64024

Phone:(816) 630-0755
Fax: (816) 630-9528

May 5th, 2025

To: Mayor and City Council
From: Chad Birdsong, Director of Public Works
Re: APPROVAL OF AGREEMENT WITH MIDWEST COATINGS INC. FOR THE
WATER PLANT ROOF REPLACEMENT

This agreement is for the construction phase for the replacement of the water treatment plant roof. The existing roof was installed with the last expansion in 1998 and we have been experiencing multiple leaks in different areas for several years, especially around the skylights. Lamp Rynearson Engineers created the bid specifications for the project. We advertised for bids for 2 weeks with a bid opening on July 29th. Four bids were received and the bid tab is attached for reference. The low bid, \$145,815.00, was eliminated due to an incomplete bid package. The second lowest bid was from Midwest Coating, Inc for \$174,435.00., with a complete bid package, and a website with company history and references that were verified. A letter of recommendation from Lamp Rynearson is attached also.

The agreement with Midwest Coating Inc. is attached for your review and approval for this work and a resolution is attached for your consideration and approval of this agreement.

Please call me if you have and questions or concerns regarding this.

Respectfully submitted,
Chad Birdsong

RESOLUTION NO. 1593

**A RESOLUTION AWARDING THE BID FOR THE WATER TREATMENT PLANT
ROOF REPLACEMENT TO MIDWEST COATINGS, INC., AND AUTHORIZING THE
EXECUTION A CONTRACT FOR SAID IMPROVEMENTS**

Be it Resolved by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City Council awards the bid for the Water Treatment Plant Roof Replacement Project to Midwest Coatings, Inc. in the amount of \$174,435.00, and further authorizes the Mayor or City Manager to execute the attached contract on behalf of the City.

Section 2. The Mayor, City Manager, and other appropriate City officials are hereby authorized to take all actions necessary to implement and administer the terms and conditions of this Resolution.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

THIS RESOLUTION PASSED AND APPROVED THIS 4th DAY OF August, 2025.

ATTEST:

Mark D. Spohn, Mayor

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

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

This Agreement is by and between City of Excelsior Springs, Missouri ("Owner") and _____ ("Contractor").

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

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: **Tear off and installation of new TPO roof on the existing treatment building at the Water Treatment Plant.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Water Treatment Plant Roof Replacement**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Lamp Rynearson** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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 *Contract Times: Dates*

- A. The Work will be substantially complete on or before _____, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before _____, 2025.

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 and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. 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):

1. *Substantial Completion:* Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work other than Unit Price Work, a lump sum of \$_____.
 - B. Total of Lump Sum Amount Work (subject to final Unit Price adjustment) \$_____.
 - C. 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 15 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 the basis of Contractor's Applications for Payment **on or about the 5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.
 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95 percent of the value of the Work completed or as required by applicable State law (with the balance being retainage).**

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. If required by applicable State law or funding agency requirements, all amounts not paid when due will bear interest at the maximum allowed by State statute.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) dated **July 7, 2025**, consisting of **5** sheets with each sheet bearing the following general title: **Water Treatment Plant Roof Replacement**.
 7. Addenda (numbers [number] to [number], inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award.
 - b. Contractor's Bid (pages 1 to ____, inclusive).
 9. The following, which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
 - 8. 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.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *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 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective **on the date signed by the Owner** (which is the Effective Date of the Contract).

Owner:

City of Excelsior Springs, MO

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

103 E Water St.

Excelsior Springs, MO 64024

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

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

Contractor:

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

License No.: _____

(where applicable)

State: _____

July 29, 2025

9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

Chad Birdsong
Public Works Director
City of Excelsior Springs, Missouri
103 E. Water St.
Excelsior Springs, MO 64024

Re: Water Treatment Plant Roof Replacement
City of Excelsior Springs, Missouri
Project No. 0325066.01

Dear Mr. Birdsong:

Four bids were received for the referenced project on July 29, 2025. The bids received range in total price from \$148,943 to \$210,398 and are significantly lower than the Engineer's Estimate. We are unfamiliar with Blue Ribbon Investments, LLC, and consider disqualifying their bid for the following reasons:

- 1) They did not acknowledge the addendum.
- 2) The Certification of Compliance with the Domestic Products Procurement Law was not included in the bid package.
- 3) The total price of the base bid and alternates of \$145,815 is in error and should be \$148,943.
- 4) The company address is a building of multiple small offices that appear on Google Maps to be recently vacant.
- 5) The company does not have a website.

Subsequent to calling the company owner, we received acknowledgement of the addendum, the Certification of Compliance, verification of the total bid price, a list of references, and some company information. However, the omissions result in a low confidence level, and disqualification of the bid is recommended. Midwest Coating, Inc. was the number two bidder at a total cost of \$174,435, submitted a complete bid, and has a website that includes company history and references. Lamp Ryneearson recommends awarding the contract to Midwest Coating, Inc. for the Base Bid and both Alternate Bids.

Please contact me at 816.823.7230 if you have any questions.

Sincerely,
LAMP RYNEARSON, INC.



Greg S. Kendall, PE, ENV SP
Senior Project Manager

GSK/cgn

Enclosures

L:\Engineering\0325066 Excelsior Spring MO WTP Roof RPL\DOCUMENTS\BIDDING\0325066.01 ES WTP Roof
Ltr of Rec 250729.docx

City of Excelsior Springs, MO

Bid Tabulation

Water Treatment Plant Roof Replacement
0325066.01

Bid Date: July 29, 2025
Bid Time: 10:00 AM

BIDDER	BID BOND	ADDENDA ACKNOWLEDGED	BASE BID	ALT BID A	ALT BID B	TOTAL BID PRICE
		1				
Blue Ribbon Investment Properties, LLC	X	-	\$134,815.00	\$4,800.00	\$9,328.00	\$148,943.00
Midwest Coatings, Inc.	X	X	\$160,000.00	\$5,235.00	\$9,200.00	\$174,435.00
Delta Innovative Services, Inc.	X	X	\$157,609.00	\$6,105.00	\$12,132.00	\$175,846.00
Premier Contracting, Inc.	X	-	\$183,637.00	\$9,520.00	\$17,241.00	\$210,398.00



Director of Public Works
201 E Broadway
Excelsior Springs, MO 64024

Phone: (816) 630-0755
Fax: (816) 630-9528

August 4th, 2025

To: Mayor and City Council
From: Chad Birdsong, Public Works Director
Re: Approval of a Conceptual Safety Improvement study with Bartlett & West Engineers

After the recent two accidents of cars coming off Linden Avenue and hitting the VFW, we contacted B&W Engineers to assess the site and come up with a solution to prevent cars from crossing over the grass island at Wildwood and driving off the cliff towards 10 Highway. We have a task order, submitted by B&W, that will provide 3 options and associated cost with each. The cost is \$13,532.00 for this study.

The Trans Trust Authority met on July 21st, 2025, discussed and approved this allocation of funds. At this time, I am recommending the approval of the attached task order to conduct the study to find a solution to this matter, as requested by Council.

A resolution has been prepared for your consideration and approval of this task order. If you have any questions, please do not hesitate to call me at 630-0755.

Sincerely,
Chad Birdsong

RESOLUTION NO. 1594

A RESOLUTION APPROVING TASK ORDER NO. 5 WITH BARTLETT & WEST, INC., FOR ENGINEERING SERVICES

WHEREAS, the City of Excelsior Springs, Missouri, has previously entered into a Master Services Agreement for Professional Services with Bartlett & West, Inc., dated March 7, 2022; and

WHEREAS, the City desires to undertake a conceptual safety improvement study for the T-intersection of Linwood Avenue and South Kimball Street, which has experienced a history of vehicles leaving the roadway and damaging adjacent property; and

WHEREAS, Bartlett & West, Inc. has submitted Task Order No. 5 pursuant to the terms of the Master Agreement, which sets forth the scope of services, schedule, and compensation for the proposed study; and

WHEREAS, the total compensation for the services described in Task Order No. 5 shall not exceed Thirteen Thousand Five Hundred Thirty-Two Dollars and No Cents (\$13,532.00), as an hourly not-to-exceed contract;

Now, therefore, be it Resolved by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City Council hereby approves Task Order No. 5 under the Master Agreement for Professional Services with Bartlett & West, Inc., for the development of a conceptual safety improvement study at the intersection of Linwood Avenue and South Kimball Street, and the Mayor or City Manager is hereby authorized to execute the Task Order on behalf of the City of Excelsior Springs.

Section 2. The Mayor, City Manager, and other appropriate City officials are hereby authorized to take all actions necessary to implement and administer the terms and conditions of this Resolution.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

THIS RESOLUTION PASSED AND APPROVED THIS 4th DAY OF August, 2025.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

BARTLETT & WEST, INC.

TASK ORDER NO. 5

This Task Order No. 5 is issued relative to and in accordance with the Master Agreement (hereafter referred to as the “Agreement”) for Professional Services between City of Excelsior Springs (“Client”) and Bartlett & West, Inc. (“Consultant”) as dated March 7, 2022, and as further modified herein.

The Provisions of this Task are as follows:

- A. Definitions and Rules of Interpretation. For purposes of this Task Order, definitions and rules of interpretation as outlined within the Agreement, or within preceding Task Orders, shall apply unless exception or redefinition to any previously provided terms are expressly noted by this Task Order.
- B. Scope of Work. To develop a concept safety study for the intersection of Linwood Avenue and S Kimball Street, further detailed in Attachment A.
- C. Time of Performance for Services. The services under this Task Order will be completed as agreed upon for each service requested.
- D. Compensation for Services. An hourly upper limit contract of \$13,532.00.

The Services contained in this Task Order shall be billed as follows:

- 1. An amount equal to the cumulative hours charged to complete the Services by each class of Consultant’s employees times the standard hourly charge rates for each applicable billing class as per the attached schedule of hourly charges (“schedule”). Overtime for non-exempt staff will be billed at 1.35 times the rates listed in the schedule. The schedule will be adjusted at the beginning of each calendar year.
- 2. Reimbursable expense items will be billed at the current charge rates and are subject to adjustment at the beginning of each calendar year.
- 3. Intermittent Travel expenses to cover Consultant’s out-of-pocket expenses will be at cost, plus a reasonable markup.
- 4. Subcontracted services will be billed at actual cost plus 10%.
- 5. Exclusions:
 - i. Surveying provided by others.
 - ii. Geotech provided by others.

E.

F. Special Items. Special items relative to this Task Order are as follows:

- 1. Consultant and Client agree that the Agreement and this Task Order may be changed by mutual written consent of both Consultant and Client.

G. Authorization Acknowledgement and Acceptance. All services herein offered are subject to the terms of the Agreement, unless otherwise specifically provided for herein. Signature hereto by both Parties constitutes an offer by Consultant to perform such services listed herein and an authorization by Client for Consultant to proceed with the services when they are requested.

Client:

CITY OF EXCELSIOR SPRINGS, MO

Consultant:

BARTLETT & WEST, INC.

By: _____

Print Name: _____

Title: _____

Date Signed: _____

By: _____

Print Name: _____

Title: _____

Date Signed: _____



10895 Grandview Drive
Building 24, Suite. 110
Overland Park, KS 66210
(888) 200-6464
www.bartlettwest.com

July 17, 2025

Chad Birdsong
Public Works Director
104 N 5th Street
Leavenworth, KS 66049

Conceptual Safety Improvement Study

Engineering Services

The purpose of this conceptual study is to identify a cost-effective solution to improve safety at the T-intersection of Linwood Avenue and S Kimball Street. This intersection has a history of cars navigating the corner and leaving the roadway, which causes property damage to the VFW building at the bottom of a steep incline adjacent to the subject intersection (see Exhibit A). The concept study will include developing three (3) options with “order of magnitude” cost estimates and a final 2 to 3-page report memo with recommendations. The scope of the engineering services is further defined below with the following tasks:

1. Kickoff Meeting with Owner – Review the scope, schedule, and expectations.
2. Option #1
 - 2.1. Analyze preventive safety measures near Kearney Road (MoDOT Route 10)
 - 2.2. Exhibit
 - 2.3. Narrative
 - 2.4. Estimate
3. Option #2
 - 3.1. Analyze hard scape “decorative retaining wall” countermeasures at the T-intersection
 - 3.2. Exhibit
 - 3.3. Narrative
 - 3.4. Estimate
4. Option #3
 - 4.1. Analyze crash barrier “guardrails” countermeasures at the T-intersection
 - 4.2. Exhibit
 - 4.3. Narrative
 - 4.4. Estimate
5. Draft Report Memo
6. QA/QC Review
7. Final Report Memo

Exhibit A



Project Name: Linwood Ave. - VFW Safety Improvements
Bartlett & West PN#: 18224.TBD
TO#: TBD

Fee Schedule / Hours				Reimbursable	Sub Consultant
TASK	Hourly Rates			Expenses	Expenses
	E-XI	E-V	E-III		
	\$267.00	\$182.00	\$172.00		
Engineering					
Concept Study					
1. Kickoff Meeting with Owner – Review the scope, schedule, and expectations.	1	1	1		
2. Option #1					
2.1. Analyze preventive safety measures near Kearney Rd (Rte 10)			6		
2.2. Exhibit			2		
2.3. Narrative			2		
2.4. Estimate			2		
3. Option #2					
3.1. Analyze hard scape safety measures at the T-intersection			6		
3.2. Exhibit			2		
3.3. Narrative			2		
3.4. Estimate			2		
4. Option #3					
4.1. Analyze crash terminal safety measures at the T-intersection			8		
4.2. Exhibit			2		
4.3. Narrative			2		
4.4. Estimate			2		
5. Draft Report Memo		4	18		
6. QA/QC Review	2	2			
7. Final Report Memo	1	1	7		
Survey:					
Project Control					
Boundary					
Topo					
Descriptions					
Total Hours	4	8	64	0	0
Dollars	\$1,068.00	\$1,456.00	\$11,008.00	\$0.00	\$0.00
				Total fee Dollars	\$13,532.00



10895 Grandview Drive
Building 24, Suite. 110
Overland Park, KS 66210
(888) 200-6464
www.bartlettwest.com

July 17, 2025

Chad Birdsong
Public Works Director
104 N 5th Street
Leavenworth, KS 66049

Conceptual Safety Improvement Study

Engineering Services

The purpose of this conceptual study is to identify a cost-effective solution to improve safety at the T-intersection of Linwood Avenue and S Kimball Street. This intersection has a history of cars navigating the corner and leaving the roadway, which causes property damage to the VFW building at the bottom of a steep incline adjacent to the subject intersection (see Exhibit A). The concept study will include developing three (3) options with “order of magnitude” cost estimates and a final 2 to 3-page report memo with recommendations. The scope of the engineering services is further defined below with the following tasks:

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 - 3.1. Analyze hard scape “decorative retaining wall” countermeasures at the T-intersection
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 - 3.4. Estimate
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 - 4.2. Exhibit
 - 4.3. Narrative
 - 4.4. Estimate
5. Draft Report Memo
6. QA/QC Review
7. Final Report Memo

Exhibit A



Project Name: Linwood Ave. - VFW Safety Improvements
Bartlett & West PN#: 18224.TBD
TO#: TBD

Fee Schedule / Hours				Reimbursable	Sub Consultant
TASK	Hourly Rates			Expenses	Expenses
	E-XI	E-V	E-III		
	\$267.00	\$182.00	\$172.00		
Engineering					
Concept Study					
1. Kickoff Meeting with Owner – Review the scope, schedule, and expectations.	1	1	1		
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2.4. Estimate			2		
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3.1. Analyze hard scape safety measures at the T-intersection			6		
3.2. Exhibit			2		
3.3. Narrative			2		
3.4. Estimate			2		
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4.1. Analyze crash terminal safety measures at the T-intersection			8		
4.2. Exhibit			2		
4.3. Narrative			2		
4.4. Estimate			2		
5. Draft Report Memo		4	18		
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7. Final Report Memo	1	1	7		
Survey:					
Project Control					
Boundary					
Topo					
Descriptions					
Total Hours	4	8	64	0	0
Dollars	\$1,068.00	\$1,456.00	\$11,008.00	\$0.00	\$0.00
				Total fee Dollars	\$13,532.00



Director of Public Works
201 E Broadway
Excelsior Springs, MO 64024

Phone: (816) 630-0755
Fax: (816) 630-9528

August 4th, 2025

To: Mayor and City Council
From: Chad Birdsong, Public Works Director
Re: Contract Approval for Solid Waste Collection and Disposal Services with Red Gate Disposal

Since the current contract with Allied Waste is ending, we went out to bid for new residential solid waste collection and disposal services. We advertised RFP's for 14 days on our city website and placed an ad in The Excelsior Springs Standard on July 11th and 18th. We also sent RFP's directly to local trash haulers during the advertising period. RFP's were due on July 25th, at 10:00 a.m. At that time, we received four RFP's and the bid tab is attached for your review.

AAA Disposal Service was the low bid at \$18.25/month for the base bid and Red Gate Disposal was second lowest at \$20.90/month. We extensively checked references on these two bidders by contacting existing cities they service. We also compared all of the services they offer by evaluating their means and methods and process and procedures. I have included the reference checks with the various cities each hauler has supplied as well as my service comparison sheet. After evaluating all of the information, it was determined that Red Gate Disposal would provide the best service overall to the citizens of Excelsior Springs. At this time, staff would recommend to Council to approve the Contract Services Agreement with Red Gate Disposal.

A resolution is attached for your consideration and approval of the Contract Services Agreement for Solid Waste Collection and Disposal Services with Red Gate Disposal.

Please feel free to call me if you have any questions regarding this item.

Chad Birdsong,
Public Works Department

RESOLUTION NO. 1595

A RESOLUTION AWARDING THE BID FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES AND AUTHORIZING THE EXECUTION OF A CONTRACT SERVICES AGREEMENT WITH THE SELECTED CONTRACTOR.

WHEREAS, the City of Excelsior Springs, Missouri (the “City”) issued a Request for Proposals for residential solid waste collection and disposal services, with proposals due by July 25, 2025; and

WHEREAS, in response to the City’s Request for Proposals for Solid Waste Collection and Disposal Services, multiple bids were received, and a tabulation of the bids was prepared and reviewed; and

WHEREAS, the City desires to award the bid and enter into a Contract Services Agreement for Solid Waste Collection and Disposal Services, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby awards the bid for Solid Waste Collection and Disposal Services to **Red Gate Disposal**, subject to final execution of the contract documents. The Mayor or the City Manager is hereby authorized to execute the Contract Services Agreement for Solid Waste Collection and Disposal Services, in substantially the form attached hereto as Exhibit A, with such changes as may be approved by the City Manager and City Attorney.

Section 2. The City shall, and the officials, agents, and employees of the City are hereby authorized and directed to, take such further action, and execute such documents, certificates, and instruments as may be necessary to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval.

THIS RESOLUTION PASSED AND APPROVED THIS 4th DAY OF August, 2025.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

Exhibit A
Contract Services Agreement for Solid Waste Collection and Disposal Services



Bid Tabulation Sheet

Project: 2025-2030 Refuse contract

Date: July 25th 2025

Tabulated by: C. Birdsong

Bid Due 10:00am

	Vendor			
	AAA	GFL	Redgate	Republic Services
Item				
Curbside Trash Monthly	\$15.00	\$19.00	\$14.90	
Curbside Recycling monthly	\$3.25	\$5.00	\$6.00	
Total per home Monthly	\$18.25	\$24.00	\$20.90	\$25.00
Contract sum for first year		\$267,048.00 for Oct thru Dec. or \$1,068,192.00 for 12 months		
Total per year	\$812,721.00		\$997,837.00	\$1,112,700.00
<u>Additional Services</u>				
Bulky item dumpster 40 yd	\$450.00/4 tons +\$57 per extra ton	\$450.00 up to 10 tons	\$500.00/ 3 tons +\$50 per extra ton	\$0- include in base
House demo dumpster 40 yd	\$450.00/4 tons +\$57 per extra ton	\$450.00 up to 10 tons	\$500.00/ 3 tons +\$50 per extra ton	quoted per job
Extra Carts - Trash	\$5.00	\$5.00	\$7.00	\$7.00
Extra Carts Recycle	\$5.00	\$5.00	\$7.00	\$7.00
Adendum 1 & 2 acknowledged	yes	yes	yes	#1 only

CITY OF EXCELSIOR SPRINGS MO.
CONTRACT SERVICES AGREEMENT FOR
SOLID WASTE COLLECTION AND DISPOSAL SERVICES
Revised with Addendum #1 & #2 Changes

THIS CONTRACT SERVICES AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES (this “Agreement”) is entered into this _____ day of August 2025, by and between the CITY OF EXCELSIOR SPRINGS, MISSOURI, a Missouri third class city and municipal corporation (the “City”), and _____ corporation, authorized to do and doing business in the State of Missouri (the “Contractor”). The City and the Contractor are individually referred to as a “Party” and are collectively referred to as the “Parties”.

RECITALS

A. As stated more fully in the City’s Invitation for Bid (see Exhibit B), the City desires to engage a contractor for the purpose of collection and disposal of solid waste as described more fully in the Scope of Services set forth in Exhibit A and incorporated herein by reference.

B. The Contractor desires to be engaged as the City’s contractor for the purpose of collection and disposal of solid waste as described in Contractor’s Bid/Response to the Request for Proposals, attached hereto as Exhibit C.

C. The City desires to enter into a contract with the Contractor, whereby the Contractor will be charged with providing solid waste collection, hauling and disposal services, as more fully set forth hereinafter, within and for the City and such other related waste and disposal services as the Contractor shall be directed by the City, its officials, agents, servants or employees to perform.

D. The City is legally authorized to enter into contracts for the gathering, handling and disposition of garbage, trash, refuse matter and municipal waste accumulating in the City under the police power inherent in sovereignty and pursuant to the provisions of § 71.680, **MO. REV. STAT.**

E. The Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.

F. The City has selected the Contractor as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by the City.

G. The City desires to retain Contractor to provide such contract services.

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

AGREEMENT

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor agrees to perform the contract work and services set forth in the Scope of Services described in "Exhibit A" (the "**Services**" or "**Work**"), which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, the Contractor represents and warrants that Contractor is a provider of first-class work and contract services and that Contractor is experienced in performing the Work and Services contemplated and, in light of such status and experience, the Contractor covenants that it shall follow the highest contract standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase "highest contract standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced contractors performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals or the City's Invitation for Bid; and, (4) the Contractor's signed, original proposal/bid submitted to the City (the "**Contractor's Proposal**") (collectively referred to as the "**Contract Documents**"). The City's Invitation for Bid and the Contractor's Proposal/Bid, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Contractor's Proposal. All provisions of the Scope of Services, the City's Invitation for Bid and the Contractor's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; (2nd) the provisions of the Scope of Services (Exhibit A); (3rd) the provisions of the City's Invitation for Bid (Exhibit B); and, (4th) the provisions of the Contractor's Proposal/Bid (Exhibit C).

1.3 Compliance with Law. The Contractor warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances, lawful orders, rules, and regulations.

1.4 Licenses, Permits, Fees, and Assessments. The Contractor represents and warrants to the City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. The Contractor represents and warrants to the City that the Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for the Contractor to perform the Work and Services under this Agreement. The Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement. The Contractor shall indemnify, defend, and hold harmless the City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against the City to the fullest extent permitted by law.

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

1.6 Care of Work. The Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. The Contractor shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by the City's own negligence.

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

1.8 Additional Services and Work. The City shall have the right at any time during the performance of the Services or Work, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Services or Work. No such extra services or work may be undertaken unless a written order is first given by the City to the Contractor, incorporating any adjustment in (i) the Contract

Sum, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Contractor. Any increase in compensation of up to twenty-five percent (25%) of the Contract Sum or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the City Council of Excelsior Springs. It is expressly understood by the Contractor that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

2.0 COMPENSATION

2.1 Contract Sum

For the Services rendered under this Agreement, for the first year of the Initial Term (as defined in Section 3.4) and each year of the Term thereafter, the Contractor shall be compensated by the City in accordance with the Schedule of Compensation, which is attached as Exhibit D and incorporated in this Agreement by reference (“**Contract Sum**”). For the first year of the Initial Term, the Compensation shall be the amount of _____ Dollars (\$_____), except as may be provided under Section 1.8. The method of compensation may be as set forth in Exhibit D or as set forth in Section 2.2 below. The Contract Sum shall include the attendance of Contractor at all meetings reasonably deemed necessary by the City. The Contractor shall not be entitled to any increase in the Contract Sum for attending these meetings. The Contractor accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than the Contractor anticipates, that Contractor shall not be entitled to additional compensation, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The amount of the City’s payment obligation under this section is the amount specified in this Agreement. If the City’s payment obligation is reached before the Contractor’s Services under this Agreement are completed, the Contractor shall complete the Work and the City shall not be liable for payment beyond the Contract Sum, as is modified each year after the first year of this Agreement as described more fully in Exhibit D attached hereto.

2.2. Method of Payment. Unless another method of payment is specified in the Schedule of Compensation (Exhibit D), in any month in which the Contractor wishes to receive payment, Contractor shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City’s Finance Director and must be submitted no later than the tenth (10th) working day of such month. Such requests shall be based upon the amount and value of the services performed by the Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. The City shall use reasonable

efforts to make payments to Contractor within thirty (30) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month starting in November, 2025.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional work or services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

2.5 Update Count of Dwelling Units. The City shall notify the Contractor of the updated residential dwelling unit count by August 1 of each year. **The updated count shall occur on an annual basis and there shall be no month-to-month adjustment except upon circumstances in which the Parties mutually agree that circumstances are of sufficient magnitude as to warrant an intervening adjustment.** In the event the Contractor disputes the updated count annually provided by the City, the City shall identify the basis for the count to the Contractor and the Contractor shall provide to the City any information which it believes the City overlooked or misconstrued in establishing the updated count. The Parties shall attempt in good faith to reach an agreement on the updated count. In the event they are unable to do so prior to September 1 of the contract year which is to ensue, the count as established by the City shall control unless and until such time as the Contractor provides, at its expense, an actual, physical count of the eligible dwelling units within the areas to be served by it under this Agreement, such count to be performed by an independent third-party and upon terms agreeable to the City and the Contractor.

2.6 Changing Excluded Dwelling Units to Eligible Dwelling Units. The City Manager and the City's Director of Public Works have the authority to provide for the collection from presently excluded dwelling units when, in his or her judgment, such collection has become necessary for the preservation of the public health or safety. In such event, any previously excluded dwelling unit to which service is extended shall be considered an eligible dwelling unit for the balance of the Initial Term and any Extension Term. The City shall confer

with the Contractor for purposes of determining whether the Contractor is ready, able and willing to assume responsibility for collection of refuse from such added dwelling units.

3.0 SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by the Contractor is an essential condition of this Agreement. The Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (see Exhibit E), incorporated by reference.

3.2 Schedule of Performance. The Contractor shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the City, but such extensions shall not exceed one hundred eighty (180) days cumulatively, however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services and Work rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted) if the Contractor, within ten (10) days of the commencement of such delay, notifies the City's Public works Director in writing of the causes of the delay. Unforeseeable causes include, but are not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, vandalism, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Work or Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall the Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, the Contractor's sole remedy being extension of the Agreement under this section.

3.4 Initial Term. The initial term of this Agreement shall begin on October 1, 2025, and shall end on September 30, 2030 (the "**Initial Term**"). The payment of any compensation due under this Agreement for any year within the term provided for herein is contingent upon the annual appropriation of funds by the City Council of the City. The failure of the City Council to appropriate funds for this purpose shall relieve all parties from any responsibility under this Agreement.

3.5 Extension Term. After the expiration of the Initial Term, this Agreement may be extended for up to two successive one-year terms (each, an “**Extension Term**”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for extension of this Agreement in each subsequent year; and (ii) at least ninety days prior to the end of the then-current term of this Agreement, the City requests, in writing, to extend this Agreement for an additional one-year term. The City’s failure to seek an extension of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Parties may elect to waive this requirement and extend this Agreement for a one- year term. The Initial Term and any Extension Term(s) are collectively referred to herein as the “**Term**”. Upon any extension, the terms and conditions of this Agreement shall remain in full force and effect.

3.6 Transition Term. Notwithstanding the expiration of the Initial Term, any subsequent term or Extension Term, the Contractor and the City shall continue performance under this Agreement until the City has a new contract for solid waste services in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed one hundred twenty (120) calendar days unless the City and the Contractor mutually agree otherwise in writing.

3.7 Termination Prior to Expiration of Term. The City may terminate this Agreement for its convenience at any time in whole or in part where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be determined by the City. Upon such notice, the City shall pay the Contractor for Services and Work performed through the date of termination. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, the Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, the Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. Upon sixty (60) days written notice to the City, the Contractor may terminate this Agreement only for cause, after giving the City written notice of the City’s default under this Agreement and giving the City not less than thirty (30) days to cure such default.

3.8 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City’s then current fiscal year. The City’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall

be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep the Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. The Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of the Contractor is designated as being the principal and representative of the Contractor authorized to act in its behalf and make all decisions with respect to the Work and Services to be performed under this Agreement:_____. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of the Contractor and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by the Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be the City Manager or her/his designee (the "**Contract Officer**"). The Contractor shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the Work and Services. The Contractor shall refer any decisions that must be made by the City to the Contract Officer. Unless otherwise specified, any approval of the City shall mean the approval of the Contract Officer and the City Council.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of the Contractor, its principals and employees, were a substantial inducement for the City to enter into this Agreement. Therefore, the Contractor shall not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of the City. The Contractor shall not contract with any other entity to perform the Work or Services required under this Agreement without the prior written consent of the City. If Contractor is permitted to subcontract any part of this Agreement by the City, the Contractor shall be responsible to the City for the acts and omissions

of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and the City. All persons engaged in the Work will be considered employees of the Contractor. The City will deal directly with and will make all payments to the Contractor. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of the City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of the Contractor from any liability under this Agreement without the express written consent of the City.

4.4 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make the Contractor a City employee.

A. During the performance of this Agreement, the Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Work or Services under this Agreement on behalf of the Contractor shall at all times be under the Contractor's exclusive direction and control. Neither the City nor any of its officers, officials, employees, or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. The Contractor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at the City's offices. The City shall have no voice in the selection, discharge, supervision, or control of the Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. The City shall not in any way or for any purpose be deemed to be a partner of the Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with the Contractor.

B. The Contractor shall not have any authority to bind the City in any manner. This includes the power to incur any debt, obligation, or liability against the City.

C. No City benefits shall be available to the Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for contract

fees paid to the Contractor as provided for in this Agreement, the City shall not pay salaries, wages, or other compensation to the Contractor for the performance of Services under this Agreement. The City shall not be liable for compensation or indemnification to the Contractor, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of the Contractor's officers, employees, servants, representatives, subcontractors, or agents, the Contractor shall indemnify the City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. The Contractor shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to the City. The insurance shall apply against claims which may arise from the Contractor's performance of Work under this Agreement, including the Contractor's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. The Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. All insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. **Employee Dishonesty Insurance (also known as Fidelity Insurance):** The Contractor shall obtain and maintain, in full force and effect throughout the Term of this Agreement, a policy of employee dishonesty insurance written on a per occurrence basis with a single limit liability in the amount of five hundred thousand dollars (\$500,000.00) per occurrence. The policy must cover losses from theft directly affecting the City, its officials and employees.

B. **Workers' Compensation Insurance.** The Contractor shall obtain and maintain, in full force and effect throughout the Term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of Missouri. The Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If the Contractor has no

employees, the Contractor shall complete an appropriate Request for Waiver of Workers' Compensation Insurance Requirement form.

C. **Commercial General Liability Insurance.** The Contractor shall obtain and maintain, in full force and effect throughout the Term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least four million dollars (\$ 4,000,000.00) and four million dollars (\$ 4,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. **Business Automobile Insurance.** The Contractor shall obtain and maintain, in full force and effect throughout the Term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of four million dollars (\$ 4,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. **Employer Liability Insurance.** The Contractor shall obtain and maintain, in full force and effect throughout the Term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

F. **Commercial Umbrella Liability Insurance.** The Contractor shall obtain and maintain, in full force and effect throughout the Term of this Agreement, a policy of commercial umbrella liability insurance, in excess of paragraphs C and D of this Subsection 5.1 written on a per occurrence basis with a policy limit of at least two million dollars (\$ 2,000,000.00) bodily injury and property damage.

52 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. The Contractor guarantees payment of all deductibles and self-insured retentions. The City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

53 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of the Contractor under this Agreement:

5.3.1 For any claims related to this Agreement, the Contractor's coverage shall be primary insurance with respect to the City and its officers, council members, officials,

employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City and its officers, council members, officials, employees, agents, and volunteers.

5.3.3 All insurance coverage and limits provided by the Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.3.4 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (*e.g.*, elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.

5.3.5 The Contractor agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is the Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.

5.3.6 The Contractor agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by the Contractor, provide the same minimum insurance coverage required of the Contractor. The Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. The Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

5.3.7 The Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform the Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.

5.3.8 The Contractor shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to the City no later than ten (10) days prior to expiration of the lapsing coverage.

5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

5.3.11 The Contractor agrees to provide immediate notice to the City of any claim or loss against the Contractor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City, or to reduce or dilute insurance available for payment of potential claims.

5.3.12 The Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

54 Sufficiency of Insurers. Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of Missouri. Coverage shall be provided by insurers admitted in the State of Missouri with an A.M. Best's Key Rating of A-, or better, unless such requirements are waived in writing by the City Manager or his/her designee due to unique circumstances.

55 Verification of Coverage. The Contractor shall furnish the City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed

by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. The City reserves the right to require the Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Workers' Compensation policies. Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Excelsior Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Excelsior Springs, its officials, employees, and agents are named as an additional insured . . ." ("as respects City of Excelsior Springs contract with _____," or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have . . ." ("as respects City of Excelsior Springs contract with _____" or "for any and all work performed with the City" may be included in this statement).*

3. "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of the City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Excelsior Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

6.0 INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, the Contractor shall defend (at the Contractor's sole cost and expense), indemnify, protect, and hold

harmless the City, its elected officials, officers, employees, agents, and volunteers (collectively the “**Indemnified Parties**”), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively “**Claims**”), including but not limited to Claims arising from injuries to or death of persons (the Contractor’s employees included), for damage to property, including property owned by the City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by the Contractor, its officers, employees, representatives, and agents, that arise out of or relate to Contractor’s performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit the Contractor’s indemnification obligation or other liability under this Agreement. The Contractor’s indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

7.0 REPORTS AND RECORDS

7.1 Accounting Records. The Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. The Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer or her/his designee shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. The Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. The Contractor acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, the Contractor agrees that the Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If the Contractor is providing design services, the Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, video and other materials prepared by the Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of the City and shall be promptly delivered to the City upon request of the Contract Officer or upon the termination of this Agreement. The Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to the Contractor, and the City shall indemnify the Contractor for all resulting damages. The Contractor may retain copies of such documents for its own use. The Contractor shall have an unrestricted right to use the concepts embodied in this Agreement. The Contractor shall ensure that all its subcontractors shall provide for assignment to the City of any documents or materials prepared by them. In the event the Contractor fails to secure such assignment, the Contractor shall indemnify the City for all resulting damages.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, video, and other materials prepared by the Contractor in the performance of work or services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by the Contractor in the performance of this Agreement shall be considered confidential and shall not be released by the Contractor without the City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of the City, the Contractor shall provide the City, or other agents of the City, such access to the Contractor's books, records, payroll documents, and facilities as the City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to the Contractor's performance under this Agreement. The Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by the City hereunder.

8.0 ENFORCEMENT OF AGREEMENT

8.1 Missouri Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of Missouri. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the County of Clay, State of Missouri, or

any other appropriate court in such County, and the Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Default of Contractor. The Contractor's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or her/his designee, determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, she/he shall notify the Contractor in writing of such default. The Contractor shall have ten (10) days, or such longer period as the City may designate, to cure the default by rendering satisfactory performance. In the event the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which the City may be entitled at law, in equity, or under this Agreement. The Contractor shall be liable for all reasonable costs incurred by the City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit the City's right to terminate this Agreement under Section 3.7.

B. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Contract Sum (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to the Contractor shall not limit the Contractor's liability for completion of the Services as provided in this Agreement.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of

a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 Conflict of Interest. The Contractor acknowledges that no officer, official or employee of the City has or shall have any direct or indirect financial interest in this Agreement nor shall the Contractor enter into any agreement of any kind with any such officer, official or employee during the term of this Agreement and for one year thereafter. The Contractor warrants

that the Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (*i.e.*, place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a “**prohibited basis**”). The Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to the City’s lawful capacity to enter this Agreement, and in executing this Agreement, the Contractor certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Contractor activity, including but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.0 MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement. To the fullest extent permissible under law, and in lieu of any other warranty by the City or the Contractor against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Contractor shall defend at its expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor’s expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of the Contractor. The Contractor will not, however, indemnify the City if the suit or claim results from: (1) the City’s alteration of a deliverable, such that the City’s alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Contractor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. The Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event the City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at the Contractor’s expense. The

Contractor shall not be obligated to indemnify the City under any settlement that is made without the Contractor's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, the Contractor, at no expense to the City, shall obtain for the City the right to use and sell the item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

10.2 Notice. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery via a reputable overnight delivery service. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally, by messenger or by overnight courier; or (ii) five (5) business days after the date of posting by the United States Post Office if by mail. Notices or other communications shall be addressed as follows:

To City: City of Excelsior Springs
 Attention: City Manager & City Clerk
 201 East Broadway
 Excelsior Springs, Missouri 64024
 Telephone: (816) 630-9595

To Contractor:

Telephone: _____
Facsimile: _____

10.3 Integrated Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

10.4 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

10.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of

this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise upon any entity or person not a party to this Agreement.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing; (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing; (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he or she is signing is bound.

109 Nonresident/Foreign Contractors. If the Contractor is a foreign corporation, the Contractor shall procure and maintain during the life of this Agreement a certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, MO. REV. STAT.

1010 Liability Limitations. In no event shall the City be liable to the Contractor for any special, incidental, indirect, or consequential damages, including but not limited to, loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill and cost of capital; except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Agreement. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Agreement.

1011 Authorized Employees. The Contractor acknowledges that § 285.530, MO. REV. STAT., prohibits any business entity or employer from knowingly employing, hiring for

employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. The Contractor therefore covenants that it is not knowingly in violation of subsection 1 of § 285.530, MO. REV. STAT., and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States. An appropriate officer or representative of the Contractor shall complete and properly execute the Affidavit attached hereto, marked Exhibit F and submit it to the City.

10.12 Counterparts: Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or “PDF” file) will be valid and effective to bind the Parties so signing. It is expressly agreed that each party to this Agreement will be bound by its own telecopied or electronically transmitted handwritten signature and will accept the telecopy or electronically transmitted handwritten signature of the other party to this Agreement. The Parties hereto agree that the use of telecopied or electronic signatures for the execution of this Agreement will be legal and binding and will have the same full force and effect as if originally signed.

10.13 No Damages for Invalidation of Agreement. If a final judgment of a court of competent jurisdiction determines that this Agreement is illegal or was unlawfully entered into by the City, neither party shall have any claim against the other for damages of any kind (including but not limited to loss of profits) on any theory..

10.14 Indemnity Regarding Challenge to Award of Contract. Contractor shall indemnify, defend and hold harmless City and its officers, employees and agents (collectively, the “Indemnitees”) from and against any and all liability, claim, demand, action, proceeding or suit of any and every kind and description brought by a third person challenging the process by which proposals were solicited and evaluated, or this Agreement was negotiated or awarded, including City’s compliance with any applicable statutory provision or rule of law in connection with the award of this Agreement, but only to the extent that such liability, claim, demand, action, proceeding or suit was caused by Contractor’s failure to comply with applicable law or with the written instructions of any of the Indemnitees with respect to such matters.

10.15 Anti-Discrimination Against Israel. If this Agreement is for \$100,000 or more, and if the Contractor is a company with ten (10) or more employees, then Contractor certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes. An appropriate officer or representative of the Contractor shall complete and properly execute the Affidavit attached hereto, marked Exhibit G and submit it to the City.

10.16 References to Laws. All references in this Agreement to laws and regulations shall be understood to include such laws and regulations as they may be subsequently amended or recodified. In addition, references to specific governmental agencies shall be understood to include agencies that succeed to or assume the functions the named agencies are currently performing.

10.17 Strike Clause. Contractor shall remain responsible for the performance of all work required under this Agreement regardless of any strike or other labor action by personnel employed by the Contractor or any disposal or processing facility.

11.0 DEFINITIONS

11.1 Defined Terms. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or in the following provisions:

A. *Agreement:* This “Contract Services Agreement for Solid Waste Collection and Disposal Services” including those exhibits attached hereto.

B. *City:* The City of Excelsior Springs, Missouri. This is the entity with which the Contractor has entered into this Agreement and for which the Contractor’s Services and Work are to be performed.

C. *Contractor:*_____ This is the entity named as such in this Agreement.

D. *Documents:* Data, reports, drawings, specifications, record drawings, notes, video, and other deliverables, whether in printed or electronic media format, provided or furnished by the Contractor to the City pursuant to this Agreement.

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

(Signatures on following two pages)

CITY OF EXCELSIOR SPRINGS, MISSOURI

By: _____
Mark Spohn, *Mayor*

ATTEST:

Shannon Stroud, *City Clerk*

CITY OF EXCELSIOR SPRINGS MO.

**CONTRACT SERVICES AGREEMENT FOR
SOLID WASTE COLLECTION AND DISPOSAL
SERVICES**

ADDENDUM #1 7-22-25

The original bid documents shall remain in effect except as the revised by the following changes which shall take precedence over anything to the contrary in the specifications.

Questions and Comments:

1. Section 2.1: Can we add something in there stating payment will start on November 2025 and will be paid on a monthly basis. – The first payment would be in November, as we pay bills every Thursday and would process the monthly bill on a regular basis.
2. Section 2.2 Method of Payment: It states: " There shall be a maximum of one payment per month" at the end. We have had cities for one reason or another fail to pass a budget one month and then have to play catch up and pay two months at a time. I would like to take this out if we can. – We do an annual budget and wouldn't have this issue. We cut checks every Thursday, so if we receive an invoice by the 10th of the month, a check would be cut within 2 weeks. We added "starting in November, 2025" in Section 2.2.
3. Section 2.5 Update count on Dwelling units: Right now, it states that it is done on an annual basis. Can we change it to monthly? In Kearney there are frequent changes due to new houses building being built and people moving, etc. – Below is a list of actual numbers for the last budget year.

		reg trash		
		carts		extra carts
	REFUSE CURBSIDE			
2024	October	3719	822	
2024	November	3713	836	
2024	December	3710	801	
2025	January	3691	747	
2025	February	3708	860	
2025	March	3702	702	
2025	April	3714	869	
2025	May	3711	874	
2024	June	3706	810	
2024	July	3709	796	
2024	August	3716	724	
2024	September	3713	815	
#Refuse Customers		44512	9656	
average		3,709.33	804.67	

As you can see from the above numbers, the trash and recycle base carts do not change very much. The high and low months only differed by 28 carts in the 2024 budget year. We plan on keeping it as it is written. The extra carts average has changed on Exhibit A, A1.1 Exhibit C under Additional Services from 480 to 805.

4. Section 3.3 Force Majeure: Can we add vandalism to the list of reasons?
We added vandalism next to riots.
5. Section 4.3 Prohibition against subcontracting or assignments: It states the following " Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis." - We are currently in the process of transferring partial ownership of the company. It appears that this paragraph would limit this transfer without approval by the city. Would there be a way where it could be written to limit the transfers to only outside parties per se? – The language does not restrict a transfer but just states that the City has to give their consent to ensure the new owner still has the expertise, knowledge, capability and reputation to perform the work. The city would evaluate every request individually but should not have an issue as long as the above criteria is being met by the new owner.
6. Exhibit A Paragraph A.1.4 (d): States the following " The City reserves the unilateral right, for as long as this Agreement remains in effect, to designate the facility which the Contractor must use and to require that the Contractor utilize such facility, at no additional cost to the City, in disposing of any refuse collected within the City pursuant to this Agreement." - I would like to remove this portion as long as materials go to a DNR licensed facility.
The city will remove this portion of (d).
7. Exhibit A Paragraph A.2.2 (d) states that " If products are left in containers because they have not been prepared properly for solid waste disposal or recycling, the Contractor will leave the customer notice as to why the materials were left behind. It is anticipated that the Contractor will utilize a door hanger or a sticker placed on the door of the residence. - We typically apply a sticker to the trash can if there are issues.
The city will approve a sticker applied to the carts.
8. Exhibit A Paragraph A.2.2 (f) states that: " In the event that items fall from the collection vehicle, the items shall be retrieved within one hour of notice."- This may not always be physically possible. We typically address the issue as it happens but an hour is an unrealistic time frame if we are not in town. I would like to change it to 1 business day.
The city will change the language to 1 business day.
9. Exhibit A Paragraph A.3.1 (d) states that: " The Contractor shall collect properly prepared refuse placed within ten (10) feet of the front curb of each eligible

dwelling unit, with the exception of the City approved disability stops which may require the Contractor to collect from an area further behind the curb as identified by the City and at no additional cost to the City." - Picking 10 feet up from the curb is not realistic. The arm of the truck needs to reach the can from the road (within 3 feet). Trash needs to be at the curb unless they are a handicapped individual or senior citizen who cannot get it to the curb.

The city will agree to this and change the language to within 3 feet of the curb or edge of pavement.

10. Exhibit A Paragraph A.3.1 (h) states that: " The Contractor shall not collect fees or otherwise solicit from City residents for services under this Agreement." - Currently in other cities, if a resident has multiple bulky items (current limit is 1 per week), we will charge them to pick up the additional items that are extra that week. Can we amend it to say " The Contractor shall not collect fees or otherwise solicit from City residents for services under this Agreement unless fee type is approved by the city."

The city will agree to this and change the language.

11. Exhibit D Paragraph C.1.1 states that: Contract Sum After First Year Term of Agreement. After making any needed adjustments to the number of dwelling units as contemplated in Section 2.5 of this Agreement, the annual unit prices for the services provided under this Agreement shall be increased two percent (2%) commencing on October 1, 2026, and such annual unit prices shall continue to increase at the greater of (i) two percent (2%) per year effective on October 1 of each subsequent year during the Term of this Agreement, or (ii) at a rate equal to the Consumer Price Index for Garbage and Trash Collection as published by the U.S. Bureau of Labor Statistics Division of Consumer Prices and Price Indexes (the "CPI"), over the previous contract year, but the CPI amount may not exceed five percent (5%) per annum. All payments made in each year after the first year of the Initial Term shall also be payable monthly by the City to the Contractor. - I would like to add in a clause for price changes to regulatory changes, landfill pricing or diesel price changes. This is in addition to the CPI. I put down what we have in other contracts below:

The city is fine with this as long as we can see the documentation of the price change.

12. "Change in Industry Regulations, Increase in Solid Waste Disposal Fees or Increase in Diesel Fuel Prices. Annually, once per year, Contractor may request an adjustment to offset some of the related increased cost when there is a change in industry regulations, an increase in solid waste disposal fees, or an increase in diesel fuel prices that significantly increases the Contractor's operating costs. The maximum annual increase for services shall be no more than five (5%) over the previous year's fees. No rate adjustment will be considered automatic; the Contractor shall justify any increase to the City. Upon approval of the Board of Aldermen, such adjustment shall be incorporated into the Agreement. The

Contractor shall be responsible for presenting documentation of actual cost increases to the City to justify the rate adjustment request.”

The city would agree as long as the documentation is sufficient to communicate the request and will add this language under the Compensation Schedule in Exhibit D- C.1.2.

13. Exhibit “E” 1.1 Can you add New Years Day and remove Veterans Day?
The city will remove Veterans Day from the holiday schedule and replace it with New Years Day.
14. Can we add a transfer station for recyclables?
Exhibit “A” A.1.4.(d) Recyclable material will be added to this section to ensure proper recycling methods are used.
15. How early can haulers start?
Please see Section E.1.1 – They can’t start before 7:00 a.m.
16. The contract seems a bit one sided as far as cancellation of the contract goes (Section 3.7) and the non-appropriation clauses (Section 2.4). Can changes be made to make it fairer to both parties?
After reviewing the terms of the agreements pertaining to these 2 items and consulting with our City Attorney, we plan to keep it as it is written. The city has shown good faith in keeping with a reputable contractor as long as the service is reliable and professional as we have been with the current provider for over 25 years with contract renewals and extensions.

EACH BIDDER SHALL ACKNOWLEDGE RECIEPT OF THIS ADDENDUM BY LISTING “ADDENDUM #1” AND INCLUDING THE DATE AND HIS/HER SIGNATURE ON THE BID PROPOSAL FORM, (EXHIBIT C), TO BE SUBMITTED TO THE CITY OF EXCELSIOR SPRINGS.

CITY OF EXCELSIOR SPRINGS MO.
CONTRACT SERVICES AGREEMENT FOR
SOLID WASTE COLLECTION AND DISPOSAL
SERVICES
ADDENDUM #2 7-23-25

The original bid documents shall remain in effect except as the revised by the following changes and addendum #1 which shall take precedence over anything to the contrary in the specifications.

Questions and Comments:

1. The contract seems to be a bit one sided when it comes to the termination without cause portion in 3.7. Can some adjustments be made to make it fairer to both parties?

The city will make the following changes by removing “without cause” and adding an additional administrative charge for missing a trash day for unapproved reasons in Exhibit “H” 3.J, along with conditions that define an “irredeemable default” in #3, as shown below.

3.7 Termination Prior to Expiration of Term. The City may terminate this Agreement for its convenience at any time, ~~without cause~~, in whole or in part, ~~upon giving the Contractor thirty (30) days written notice~~, where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall ~~be such shorter time as may be determined by the City~~. Upon such notice, the City shall pay the Contractor for Services and Work performed through the date of termination. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, the Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, the Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. Upon sixty (60) days written notice to the City, the Contractor may terminate this Agreement only for cause, after giving the City written notice of the City’s default under this Agreement and giving the City not less than thirty (30) days to cure such default.

8.3 A. If the City Manager, or her/his designee, determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, she/he shall notify the Contractor in writing of such default. The Contractor shall have ten (10) days, or such longer period as the City may designate, to cure the default by rendering satisfactory performance. In the event the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which the City may be entitled at law, in equity, or under this Agreement.

The Contractor shall be liable for all reasonable costs incurred by the City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit the City's right to terminate this Agreement ~~without cause~~ under Section 3.7.

- Exhibit "H"
- 3. J. Failure to provide trash service for a day due to an unapproved reason - \$3,000 per incident.

5. In the event that the Contractor's record of performance shows that the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required by this Agreement, and even if the Contractor has been assessed administrative charges or has corrected each condition of default, the Contractor shall be deemed a "habitual violator." All defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The City shall notify the Contractor in writing that a further violation will result in termination of this Agreement and the City may invoke any legal remedy that may apply.

The following conditions may be defined as having an Irredeemable default:

- Having a pick-up failure rate of above 1% for a 30-day period.
- Having more than one failed pick-up day annually as defined in Section H. Para 3. J.

EACH BIDDER SHALL ACKNOWLEDGE RECIEPT OF THIS ADDENDUM BY LISTING "ADDENDUM #2" AND INCLUDING THE DATE AND HIS/HER SIGNATURE ON THE BID PROPOSAL FORM, (EXHIBIT C), TO BE SUBMITTED TO THE CITY OF EXCELSIOR SPRINGS.

[INSERT NAME OF CONTRACTOR]

By: _____

[Print Name]: _____

Title: _____

ATTEST:

Secretary

Exhibit "A"

SCOPE OF SERVICES

A.1.0 SOLID WASTE SERVICES.

A.1.1 General. Except as limited in this Agreement, the Contractor shall handle and be responsible for the pick-up, collection, hauling, removal and proper disposal of all waste, garbage, rubbish, and recycling collection in the City of Excelsior Springs, Missouri, as herein defined and described in more detail. **The scope of services shall include collection of trash and recycling materials within the residential areas of Excelsior Springs, consisting of approximately 3,709 (the average over the last 12 months) single and multi-family residential customers. Residents who had requested extra trash and recycle carts averaged 805 carts in the last 12 months.** Multi-family properties with more than four dwelling units are considered commercial properties, and are not included in the program. **Also included is the weekly collection of trash and recycling materials from all City-owned facilities, as listed in Section A.3.2.**

A.1.2 Collection of Trash. Collection of residential trash shall be provided once weekly. The Contractor, at its expense, shall provide each customer with two standard 65 gallon plastic roll-out refuse carts/containers with a hinged lid (one for trash, the other for recycling). The type and color of the containers shall be approved by the City. The containers shall be delivered to customers prior to service beginning. The amount of trash that may be placed at the curb, or alley where applicable, by each resident is limited to the 65-gallon cart size. Residents may request an extra cart or carts for trash that won't fit in the first cart for additional fees.

The Contractor shall maintain in stock, at all times, a suitable number of containers to be provided to each new and/or additional collection unit along with extra cart request and for replacement of lost and/or damaged containers. The Contractor shall be responsible for replacing broken carts if they are not broken due to gross negligence by the resident.

A.1.3 Curbside Collection of Recycling. The Contractor shall collect recycling materials placed in wheeled 65 gallon carts by the residents on a weekly basis. The amount of recyclables will be limited to what the cart can hold. Collection of co-mingling recyclables is required, including but not limited to: paper, newspaper, cardboard, aluminum containers, tin cans, and plastic containers (number 1-7). Residents may request an extra cart or carts for recycling material that won't fit in their first cart for additional fees.

A.1.4 Collection, Transporting, and Disposal. All refuse and solid wastes collected by the Contractor in the City shall be properly disposed of and shall meet the following requirements:

(a) The Contractor shall properly dispose of all refuse in a manner not prohibited under the laws of the jurisdiction in which such refuse is disposed.

(b) The Contractor shall ensure refuse is not spilled, blown, dropped, or littered during the collection and transportation of such refuse. If refuse is spilled, blown, or littered during collection and transportation, the Contractor shall, at the time of occurrence, clean up such refuse.

(c) Any liquid resulting from the Contractor's equipment during operations and/or repairs shall be covered immediately with an absorptive material and removed from the street surface.

(d) The Contractor shall deliver collected refuse to a disposal facility and recyclables to a transfer/material recycling facility which is legally permitted to operate as such

and which is operating in compliance with all applicable federal, state and local laws regulating the disposal and management of refuse and recyclables.

A.1.5 Commercial Debris and Waste. The Contractor shall not be required to collect commercial waste and debris in the residential areas. Commercial waste and debris shall be defined as all that material generated by contractors remodeling homes, shingling, tree trimming and other services for hire that generate waste and rubbish for disposal.

A.2.0 CUSTOMER SERVICE MATTERS

A.2.1 Services for Physically Challenged Residents. The Contractor, with the assistance of the City staff, shall establish a procedure for identifying residents who are physically unable to move collection containers or bags to the curb or alley for pickup. Upon documentation of physically disabled persons, and appropriate verification and that there is no other resident able to perform such a task, the City will notify the Contractor, who will then be responsible for picking up and relocating the container near the front of the house rather than along the curb. The City averaged 12-15 of these residents in the last 12 months.

A.2.2 Customer Service Standards. Because the City of Excelsior Springs is dedicated to serving each and every one of its customers with the utmost professionalism, courtesy, and timeliness, so, too, should be the solid waste and recycling provided by the Contractor. Therefore, the following customer service standards are established by which the Contractor must abide.

(a) The Contractor's staff shall use courteous and polite phone manners when answering a customer's concern, whether it is a member of the public or a member of the City staff.

(b) Missed pick-ups; penalty. When a residential property has been missed during a collection route the procedure for unresolved complaints will be followed as set forth in Exhibit "H", attached hereto and incorporated herein by reference. Contractor shall be liable for any administrative fees against it pursuant to such procedure.

(c) All calls relating to missed pick-ups shall be logged by the Contractor, and such log shall be provided by the Contractor to the City upon request.

(d) If products are left in containers because they have not been prepared properly for solid waste disposal or recycling, the Contractor will leave the customer notice as to why the materials were left behind. It is anticipated that the Contractor will utilize a door hanger or a sticker placed on the door of the residence or on the appropriate cart to identify the issue.

(e) In the event of an observed holiday falling on a collection day, collections will be made the next scheduled collection day following the holiday, including Saturday.

(f) In the event that items fall from the collection vehicle, the items shall be retrieved within one 24-hour day of notice.

(g) The Contractor will be responsible for handling all service complaints. The Contractor must maintain a phone number for registering of complaints. The Contractor shall have personnel to answer the phone from 8 a.m. to 4:30 p.m. of each day in which any solid waste and/or recycling collection activities take place or shall have a message recording and receiving system that will allow messages to be retrieved and addressed promptly. The City may designate certain City personnel to handle complaints and inquiries that are received directly by the City, and the Contractor may seek the assistance of such personnel in resolving

certain problems, but the ultimate responsibility for resolving customer complaints lies with the Contractor.

(h) Services to be rendered by the Contractor shall be performed in an orderly, efficient and workmanlike manner. The Contractor shall not litter premises in the process of making collections nor allow any materials to blow or fall from any vehicle used for collections.

(i) When snow and ice prevents collection of solid waste and recyclables on the scheduled day, the Contractor will notify the City and collect on the next scheduled collection day.

(j) Collection vehicles shall be kept clean, leak free and in proper work order at all times. No advertising, except approved program promotion, other than the name of the Contractor shall be permitted on the vehicles. The City has the right to require the Contractor to clean any vehicle or to remove a vehicle from service as a result of mechanical or sanitary issues. Failure to keep collection vehicles in acceptable condition and appearance, as required herein, shall cause the exclusion of that collection vehicle from the performance of refuse collection services, after inspection and written notice from the City.

(k) The City reserves the right to inspect the Contractor's collection vehicles at any time upon reasonable notice and during normal business hours.

(l) In the event the City has indication the Contractor has not substantially complied with these customer service standards, this Agreement may be terminated or penalties imposed at the sole and absolute discretion of the City, as prescribed in the terms of this Agreement.

A.3.0 COLLECTION SERVICES AND REQUIREMENTS

A.3.1 **Collection Requirements.** The following shall be the minimum trash collection requirements under this agreement.

(a) Collection schedules and routes for all solid waste collections are to be agreed upon by both parties.

(b) The Contractor shall, no later than two (2) weeks prior to the start of collection, assist the City in providing each City residential property within the program area an information packet of instructions for the solid waste and recycling program.

(c) Collection vehicles shall be in good condition at all times. The City has the right to require the Contractor to clean any vehicle or to remove a vehicle from service as a result of mechanical or sanitary issues.

(d) The Contractor shall collect properly prepared refuse placed within ten (3) feet of the front curb or edge of pavement of each eligible dwelling unit, with the exception of the City approved disability stops which may require the Contractor to collect from an area further behind the curb as identified by the City and at no additional cost to the City.

(e) The Contractor shall observe City ordinances relating to obstructing streets, keeping passageways open and protecting same, and shall obey all laws and City ordinances controlling or limiting those engaged in the work.

(f) The Contractor is not granted exclusive use of City streets. Contractor shall pull aside at the first opportunity to allow waiting vehicles to pass if Contractor's vehicle blocks passage.

(g) The Contractor shall use good faith efforts to handle collection of refuse in a manner that will minimize inconvenience and annoyance to the general public and property owners.

(h) The Contractor shall not collect fees or otherwise solicit from City residents for services under this Agreement unless the fee type is approved by the City such as additional bulky items that are not billed under this contract.

(i) Should the Contractor fail or refuse to perform its duties and obligations, or become insolvent or become the subject of a proceeding in bankruptcy (including any proceeding under Chapter 10 or 11 of the Bankruptcy Act) or become the subject of any proceeding for the appointment of a receiver, or in the event of an assignment by the Contractor for the benefit of its creditors, or the taking of its trucks, equipment, vehicles and execution against the Contractor, the City may, at its option, upon five (5) days' written notice, declare the Contractor to be in breach of the Agreement, and the City may terminate

the agreement and declare the same canceled and terminated and shall, in addition, be entitled to recover damages and take such other actions and seek other remedies as may be permitted by law.

A.3.2 Services to City. Collection, removal and proper disposal of all trash at the following City-owned facilities shall be performed by the Contractor on a weekly basis at no additional cost to the City:

TRASH			
<u>Facility</u>	<u>Location</u>	<u>Frequency</u>	<u>Container(s)</u>
City Hall- Hall of Waters	201 East Broadway	1 time per week	One 4-yard container
Police Dept	301 South Main Street	3 times per week	One 2-yard container
Fire Dept	1120 Tracy	1 time per week	One 4-yard container
Animal Control	1298 South Marietta	1 time per week	One 2-yard container
Public Works Facility	1298 South Marietta	1 time per week	One 30-yard container
Water Treatment plant	29805 NE 108st street	1 time per week	One 2-yard container
Waste Water Treatment plant	11600 McKee Road	2 times per week	Three- 2-yard container
Golf Course	1201 Golf Hill Drive	3 times per week	One 6-yard container & one 2 yard
City Airport	1203 Golf Hill Drive	1 time per week	One 65-gallon cart
Community Center	500 Tiger Drive	2 times per week	Two 3-yard container
Crown Hill Cemetery	Crown Hill and Wornall Rd	1 time per week	one 2-yard container
Hillcrest Cemetery	McCleary Road	1 time per week	One 2-yard container

Below is a list of City trash cans in the downtown business district. All cans must be emptied once per week. All cans are stone cans with interior plastic liners.

BROADWAY STREET:

- 1 – Corner of S. Main and Broadway (beside the Museum)
- 1 – 105 Broadway - (in front of Mind Soap & Body)
- 1 – 201 Broadway – (in front of Hall of Waters)
- 1 – across from 237 Broadway – (located in the Parking lot next to Shabby Chic - black metal can)
- 1 – 259 Broadway – (in front of Broadway & Penn Bar/Wine & Shine)
- 1 – 321 W. Broadway (last building on Broadway at Kansas City Ave)

THOMPSON AVENUE:

- 1 – 463 S. Thompson – (in front of Holistic Springs Herb Co)
- 1 – Thompson & Concourse St intersection – (near parking lot)
- 1 – 415 Thompson – (next to building “Pairings by Van Till)
- 1 – across from 311 Thompson (at River Street intersection).
- 1 – 112 Thompson – (by City Parking Lot)

S. MAIN:

- 1 – Next to “One-Way” Sign (at the Circle Drive of Hall of Waters)

FARRIS STREET:

- 2 – next to benches

HOUSE DEMOLITION DUMPSTER:

At various times of the year, the City removes blighted properties as needed. We utilize 40-yard dumpsters and have the contractor haul the material to the landfill. The contractor is asked to bid these dumpsters for transportation to the landfill on an as needed basis and separate from the residential bid.

BULKY ITEM DUMPSTER:

These two 40-yard dumpsters are for the disposal of bulky items. The city has a bulky item drop off event every Saturday from March thru December for citizens to dispose of their bulky items. It is dumped on an as needed basis, (normal one weekly) and located at the Public Works Facility. The contractor is asked to bid these dumpsters for transportation to the landfill separate from the residential bid.

COLLECTION OF BULKY ITEMS:

The contractor shall provide the curbside collection of up to one (1) pre-scheduled bulk item each week per residential unit with a maximum pickup of 20 per week. Residents would schedule directly with the contractor for this service. Items included would be furniture, small counter top items, rugs, blinds, large toys/bikes, push lawnmowers, with no fuel or oil, Bar-B-Que grills, with no propane tanks or ashes, and miscellaneous debris that would fit in a 39-gallon trash bag and weigh no more than 40 lbs. 2 bags would equal 1 item. This service would be included with the residential bid.

A.4.0 Miscellaneous Other Matters.

A.4.1 Reports. In addition to any other reports required under this Agreement, the Contractor shall keep certain records and submit certain reports. These will serve as a means to inform the City of the status of solid waste and recycling activities and expenditures. The Contractor will also be required to provide certified weight receipts for all materials collected and disposed of or sold.

The Contractor shall provide quarterly project status reports. These reports will be due within fifteen (15) days of the close of the quarter being reported and shall be submitted to the Director of Public Works. At a minimum, the quarterly reports will include:

(a) Summary of all program costs and revenues, tonnages of recyclable material, and tonnages of solid waste disposed; and

(b) Discussion of problems and noteworthy experiences in program operation, and recommendations for improving services.

A.4.2 Compliance with Laws and Ordinances. In addition to all other laws, rules, regulations, ordinances and statutes required to be complied with by the Contractor, specifically the Contractor shall comply with all applicable local, state and federal ordinances, statutes, laws, rules and regulations governing the collection, transportation and disposal of solid waste and refuse. No pleas of misunderstanding will be considered on account of ignorance thereof. The Contractor shall be in compliance with all applicable federal, state and/or local laws regarding employment practices

including, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all applicable OSHA regulations.

A.4.3 Permits and Licenses. The Contractor will be required to acquire all the necessary operating permits and licenses to perform business in the City of Excelsior Springs.

[Remainder of page intentionally left blank]

Exhibit "B"
Invitation to Bid

REQUEST FOR PROPOSALS

Sealed proposals for: **Residential Solid Waste Collection Services**

will be received by the City of Excelsior Springs, Missouri, Owner, at the Hall of Waters, City Manager's office, 201 East Broadway, Excelsior Springs, Missouri 64024, until **10:00 a.m. Friday, July 25, 2025** and then immediately opened and publicly read aloud. Bids shall clearly be marked **"Excelsior Springs Solid Waste Collection Services."**

The specifications, bid instructions and other related contract information may be obtained at the Public Works Department located at 103 East Water Street, Excelsior Springs, Mo. Questions shall be directed to Chad Birdsong, Public Works Director, 816 630 0755.

The Owner reserves the right to waive informalities in bids and to reject any and all bids. The Owner also reserves the right to negotiate with any bidder.

Individuals with special needs as addressed by the Americans with Disabilities Act may contact the City at (816) 630-0755 at least 24 hours in advance of the bid due date.

ADVERTISEMENT DATE: Friday, July 11th, 2025

INFORMATION TO PROPOSERS

The purpose and intent of this Request for Proposals (RFP) is to establish a contract with a qualified Contractor who shall furnish all labor, equipment, materials, tools, insurance, supervision and all other items incidental thereto and, shall perform all work necessary in the delivery of all residential solid waste collection, recycling collection, In addition, the contract will include the collection of refuse and recycling materials at several City- owned facilities.

The City's current Solid Waste Program provides its residents trash and recycle collection once per week and weekly dumpster service at City-owned facilities. The City has determined that it is in its best interest to request proposals through a competitive bidding process at this time.

The current contract provides for 3,700 residential units, and the listed city facilities. Apartment complexes and multi-family structures with more than (4) four dwelling units per parcel do not qualify for participation in the City's residential solid waste program.

The City has established the following schedule for the selection and implementation process:

Publish Request for Proposals Receive	July 11, 2025
Proposals/Open Bids Contract	July 25, 2025
Approval	July 30, 2025
Begin Solid Waste Collection Program	October 1, 2025

Questions about the project shall be directed to:

Chad Birdsong
Director of Public Works
Excelsior Springs, Missouri
816-630- 0755

General Information

Submittal Introduction: Qualified trash hauling companies are invited to submit proposals in accordance with the requirements of this Request for Proposal (RFP). The successful proposer will be awarded an exclusive license to collect solid waste and/or recyclables from residential property within Excelsior Springs for the term of the contract. Schedules and routes for all solid waste collections shall be discussed and agreed to between the Contractor and the City. Proposers shall comply with all federal, state, county and local statutes, laws, rules and regulations governing trash hauling and disposal service.

Please read the entire package before proposing. Proposers shall make the necessary entry in all blanks provided for the responses in the Bid Sheet that is part of this RFP.

Contract Period: The initial term of the contract will be for five (5) years, commencing October 1, 2025.

Annual Increases: Compensation shall increase each year for the first five years of the contract by 2.0 percent (or, "at a rate equal to the Consumer Price Index for Garbage and Trash Collection as published by the U.S. Bureau of Labor Statistics Division of Consumer Prices and Price Indexes, over the previous contract year, not to exceed 5%"). See Exhibit D of the contract for explanation.

Proposal Reservations: The City reserves the right to reject any or all proposals, to award in whole or part and to waive minor immaterial defects in proposals. Failure to submit a proposal based on the exact specifications and requirements of the RFP will be considered unresponsive. The City reserves the right to reject any and all proposals and to waive informalities or technicalities as it may deem to be in its best interest. If the City elects to award a contract, the City shall award the contract to the lowest and best responsible proposer, taking into consideration the best interests of the City.

Liability: The City is not responsible for any cost incurred by a proposer in the preparation of proposals.

Changes/Alterations: Proposers may change or withdraw their proposal at any time prior to proposal opening; however, no verbal modifications will be allowed. Only written requests for modifications or corrections of a previously submitted proposal, which are addressed in the same manner as the proposal and received by the City prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written requests(s), provided that the written request is contained in a sealed envelope, which is plainly marked "Modifications of Proposal."

Clarification of Submittal: The City reserves the right to obtain clarification of any point in a respondent submittal or to obtain additional information. The City reserves the right to issue addenda to the RFP, adding, omitting, correcting, clarifying, or modifying the scope of work of the contract.

Exhibit "C"

CONTRACTOR'S BID/RESPONSE

BID PROPOSAL FORM
RESIDENTIAL RECYCLABLES & SANITATION COLLECTION
FOR
CITY OF EXCELSIOR SPRINGS

BID RETURNED BY: _____

The undersigned hereby submits the following bid to furnish the City of Excelsior Springs with residential trash and recyclables collection and disposal, with supplied 65-gallon carts for an average of 3,709 residences, by contractor and servicing all listed dumpsters at city facilities, along with the 15 cans in the downtown business district as listed in section A.3.2:

2025

Curbside trash pickup:

Monthly cost per home
1 x Week per one cart \$14.90

Curbside Recycling

Monthly cost per home
1 x Week per one cart \$6.00

Total per home: \$20.90

Contract sum for first year (2025): (est.)\$997,837.20

Additional Services:

Bulky item dumpster- per 40-yard load: \$500 per pull W/ 3 tons included billed at \$50 per ton for overages

House demolition dumpster- per 40-yard load: \$500 per pull W/ 3 tons included billed at \$50 per ton for overages

(These dumpsters would be as needed based on house demolition.)

(The bulky item dumpsters are located at the Public Works facility and would be needed on site from March thru December annually.)

Extra Carts (805 average per year):

Additional 65-gallon trash cart: \$ 7 per cart

Additional 65- gallon recycle cart: \$ 7 per cart

Addendum #1 & #2 Acknowledgement:

 **Date:** 7/25/25
Signed: 

See Exhibit I for additional items included in bid

Exhibit "D"

SCHEDULE OF COMPENSATION

C.1.0 Compensation Schedule

C.1.1 Contract Sum After First Year Term of Agreement. After making any needed adjustments to the number of dwelling units as contemplated in Section 2.5 of this Agreement, the annual unit prices for the services provided under this Agreement shall be increased two percent (2%) commencing on October 1, 2026, and such annual unit prices shall continue to increase at the greater of (i) two percent (2%) per year effective on October 1 of each subsequent year during the Term of this Agreement, or (ii) at a rate equal to the Consumer Price Index for Garbage and Trash Collection as published by the U.S. Bureau of Labor Statistics Division of Consumer Prices and Price Indexes (the "CPI"), over the previous contract year, but the CPI amount may not exceed five percent (5%) per annum. All payments made in each year after the first year of the Initial Term shall also be payable monthly by the City to the Contractor.

C.1.2 Change in Industry Regulations, Increase in Solid Waste Disposal Fees or Increase in Diesel Fuel Prices.

Annually, once per year, Contractor may request an adjustment to offset some of the related increased cost when there is a change in industry regulations, an increase in solid waste disposal fees, or an increase in diesel fuel prices that significantly increases the Contractor's operating costs. The maximum annual increase for services shall be no more than five (5%) over the previous year's fees. No rate adjustment will be considered automatic; the Contractor shall justify any increase to the City. Upon approval of the City Council, such adjustment shall be incorporated into the Agreement. The Contractor shall be responsible for presenting documentation of actual cost increases to the City to justify the rate adjustment request.

(Remainder of page intentionally left blank)

Exhibit "E"

SCHEDULE OF PERFORMANCE

E.1.1 **Performance Schedule: Holidays.** The Contractor shall collect trash one times per week at each eligible dwelling unit within the City. The day or days of pick-up for trash and recycling shall be on Monday through Friday with a back-up day of Saturday due to inclement weather or Holidays of each week unless such days are major holidays such as New Years Day, Thanksgiving Day, Christmas Day, Labor Day, Memorial Day, & July 4th in which case the trash and refuse shall be picked up the next day. The Contractor shall provide the City with a schedule for the collection of trash, and recyclables which is subject to the approval of the City. All collections shall be made between the hours of 7:00 a.m. and 7:00 p.m., unless otherwise authorized by the City in writing.

(The remainder of this page is intentionally left blank)

Exhibit "F"

AFFIDAVIT TO COMPLY WITH § 285.530, MO. REV. STAT.

STATE OF Missouri }
COUNTY OF Clay } ss.

AFFIDAVIT

(As required by § 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

Employee: Any person performing work or service of any kind or character for hire within the State of Missouri.

Federal Work Authorization Program: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Knowingly: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

Unauthorized Alien: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Jacob Petersen, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Jacob Petersen and I am currently the General Manager of Redgate Disposal LLC (hereinafter "**Contractor**"), whose business address is 7501 Sw County, line Rd Edgerton, Mo, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Excelsior Springs, Missouri, a political subdivision of the State of Missouri:

**SOLID WASTE COLLECTION AND DISPOSAL SERVICES
FOR EXCELSIOR SPRINGS**

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Jacob Petersen
Signature
Print Name: Jacob Petersen

STATE OF Missouri

COUNTY OF Clay

ss.

On this 24 day of July, 2025, before me personally appeared Jacob Petersen, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

July **WITNESS MY HAND** and official seal in the county and state last aforesaid this 24 day of July, 2025.

Brittany Ann Lester
Notary Public

My Commission Expires:

1.15.28

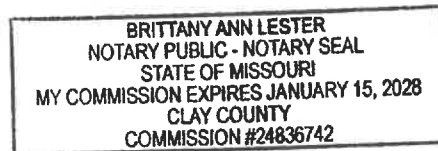


Exhibit "G"

AFFIDAVIT TO COMPLY WITH § 34.600, MO. REV. STAT.

STATE OF Missouri)
) ss.
COUNTY OF clay)

AFFIDAVIT OF COMPLIANCE
WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT

(Effective 8-28-2020)

(Contracts in excess of \$100,000.00/Companies with 10 employees or more)

Before me, the undersigned Notary Public, personally appeared Jacob Peterse,
who, by me being duly sworn, deposed as follows:

My name is Jacob Peterse, I am of sound mind, capable of making this Affidavit,
and personally acquainted with the facts herein stated:

I am the General Manager of Redgate Disposal LLC, of
_____.

I have the legal authority to make the following assertion:

Pursuant to § 34.600, MO. REV. STAT., Jacob Peterse of
Redgate Disposal LLC is not currently engaged in and shall not, for the duration
of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business
in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons
or entities doing business in the State of Israel.

Jacob Peterse
Affiant

24 IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this
day of July, 2025.

Brittany Ann Lester
Notary Public

My Commission Expires:

1.15.2028

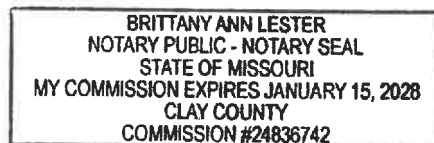


Exhibit "H"

UNRESOLVED COMPLAINTS

SPECIAL INSTRUCTIONS AND CONDITIONS

H.1.2. It is the intent of the City to ensure that the Contractor provides quality service in the performance of this program. To this end, the following process will be used to accomplish quality performance:

1. The City staff will notify the Contractor via e-mail of any complaints it has received regarding the services provided by the Contractor. All complaint notifications sent by the City will be resolved by the Contractor and reported to the City within 24 hours from the time that the City first gives the Contractor notice of any complaint. This level of communication constitutes routine quality assurance and quality control for the program. For example but not limited to, after two (2) late collections have been made on successive days or on the same collection day in two (2) successive weeks, Contractor may be required to submit, within five (5) days of notification, a written outline of the steps Contractor will take to avoid future late collections.

2. The Contractor shall provide to the City a listing of all service issues received that day and information on the status and/or resolution of each issue in a format acceptable to the City. In reporting the action taken, irregularities such as late setouts or violations should be noted to distinguish between valid and invalid complaints

3. Failure to remedy the complaint(s) after the City notifies the Contractor of a complaint or otherwise violating certain provisions of this Agreement will result in an administrative charge against the Contractor. In such an event, it is hereby agreed that the City may withhold from any monies due or which may become due to the Contractor or otherwise invoice the Contractor administrative charge in the following amounts:

a. Failure or neglect to resolve collection complaints within 24 hours of notice by the City to the Contractor—**\$100 per dwelling unit.**

b. Failure or neglect to resolve collection complaints within 24 hours of notice from the City—**\$100 per dwelling unit.**

- c. Failure to repair and/or replace damaged refuse cart if damage is caused by the Contractor—**\$25 per cart or cost of repair/replacement, whichever is greater.**
- d. Failure to clean up spillage caused by the Contractor within four (4) hours of notice to the Contractor by the City—**\$250 per incident.**
- e. Failure to repair damage to customers property caused by the contractor-- **Cost to Repair to the City.**
- f. Failure to maintain equipment in a clean, safe, sanitary, manner ---**\$500 per incident.**
- g. Failure to have vehicle operators properly licensed—**\$500 per incident.**
- h. Failure to comply with the hours of operation as required by this Agreement—**\$250 per incident.**
- i. Failure to deliver refuse to the appropriate designated facility—**\$1,000 per incident.**
- j. Failure to provide trash service for a day due to an unapproved reason-**\$3,000.00 per incident**

4. If the City determines that the Contractor's performance or handling of complaints is not satisfactory and is affecting the City's refuse collection and disposal program, the City may require the Contractor to either: (a) submit, within five (5) days of notification, a written outline of the steps the Contractor will take to avoid future late collections or problems; or (b) meet with the City to discuss service problems and provide a correction plan to the City's satisfaction. This requirement is in addition to other requirements or consequences outlined in this Agreement.

5. In the event that the Contractor's record of performance shows that the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required by this Agreement, and even if the Contractor has been assessed administrative charges or has corrected each condition of default, the Contractor shall be deemed a "habitual violator." All defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The City shall notify the Contractor in writing that a further violation will result in termination of this Agreement and the City may invoke any legal remedy that may apply.

The following conditions may be defined as having an Irredeemable default:

- Having a pick-up failure rate of above 1% for a 30-day period.
- Having more than one failed pick-up day annually as defined in Section H. paragraph 3.J.

6. Nothing within this Exhibit "H" shall be construed to prohibit the City from electing to pursue any and all remedies that might otherwise be available to it, whether in law or equity, in the event the Contractor shall be in material default or breach of any material provision of this Agreement, or in the event that the Contractor's actions or inaction in performing under this Agreement results in the City's incurring any liability to a third party which cannot be satisfied by the administrative charge(s) specifically set forth herein.

[Remainder of page intentionally left blank]

Exhibit "I"

Additional items provided by Redgate Disposal at no additional charge.

- (1) Fall curbside bulky item clean up
- (1) 30YD R/O for cardboard only placed at public works to be pulled on a as needed basis.
- No limit on total weekly items for bulky pick-ups still 1 per household. Currently 20 in RFP.
 - o Exception will be for weeks following holidays

Red Gate References

Shelia Erzen: 816-903-4738

Kearney- 3700 Homes

1. What kind of services do you receive?

Trash, Recycle & city dumpsters

2. For residential services do you have trash only, or both trash & recycling?

5 day a week Trash & Recycle. 1- 65g eash. Different color lids (recycle is a yellow lid)

3. Have you had any problems with missed trash?

Occasional- cameras on the truck. Red gate will send video of a not out cart.

4. How is cart replacement handled?

Red Gate supplies carts to the city, Public Works delivers

5. Have you had any billing issues?

No

6. How is the customer service on complaints & missed trash? Rate 1-10

Rate a 10. Just a couple of misses

7. Overall Experience/ Comments:

Overall 9.8.

They do an amazing job!

Super responsive!

Red Gate References

Rhonda Oulman: 816-580-3217

Lawson- 900 Homes

1. What kind of services do you receive?

Trash & city dumpsters

2. For residential services do you have trash only, or both trash & recycling?

Trash only. No carts; up to 8 bags

3. Have you had any problems with missed trash?

If anything is missed they will go back & accomadate.

4. How is cart replacement handled?

N/A

5. Have you had any billing issues?

No- Red Gate bills the residents directly.

6. How is the customer service on complaints & missed trash? Rate 1-10

Rate-20. Lawson has been with Red Gate for 15+ years

Respectful & accomadting & receptive.

7. Overall Experience/ Comments:

"We love Red Gate, if you go with them you will not be dissapointed."

Red Gate Refences

Brooke Bell: 816-324-7502

Savannah- 1750 Homes

1. What kind of services do you receive?

Weekly Trash & Bi-weekly Recycle

2. Have you had any problems with missed trash?

The driver keeps track & they have video.

4. How is cart replacemnet handled?

The company takes care of that. But, we don't have that problem.

5. Have you had any billing issues?

None

6. Does Red Gate have office staff?

Yes

7. How is the customer service on complaints & missed trash? Rate 1-10

The driver keeps track of stops. There is video available too. They want to deal with the residents.

They will let the city know of any misses.

Rate- 8-9

8. Overall Experience/ Comments:

They had Waste Management prior to Red Gate. Red gate is a wonderful partner.

They are a family ran company & small town people.

They want to make sure they provide a service they are proud of & keep their buisness name good.

Red Gate References

Bob Burns: 816-740-4251

Spoke to Maria on 07/29/25 @ 1:30pm

Lathrop- 850 Homes

City employee & resident of Lathrop

1. What kind of services do you receive?

Trash & Recycle. 2xs a year clean up

2. For residential services do you have trash only, or both trash & recycling?

Trash is picked up by the bag. (up to 8 bags). 1 day a week

3. Have you had any problems with missed trash?

Rarely. If there is its usually because of a new driver.

4. How is cart replacement handled?

N/A; Redgate does provide Recycle bins & replace themselves

5. Have you had any billing issues?

No. (Their trash bill is in their water (utility) bill)

6. How is the customer service on complaints & missed trash? Rate 1-10

Rate-8 . Anytime I have had to call, the customer service has been great.

7. Overall Experience/ Comments:

They will check on their drivers to make sure they are doing their job.

There are cameras on the trucks to help with the not outs.

Routes can be reviewed.

They have been Red Gate for 5 years & it has been a great experience.

Red Gate References

Steve Garrett: 816-382-1510

Plattsburg- 1100 Homes

1. What kind of services do you receive?

Trash & Recycle

2. For residential services do you have trash only, or both trash & recycling?

1 day a week service

3. Have you had any problems with missed trash?

Rarely. Residents call Red Gate directly

4. How is cart replacement handled?

Red gate takes care of them

5. Have you had any billing issues?

No. Trash bill to the resident is in their utility bill.

6. How is the customer service on complaints & missed trash? Rate 1-10

Rate 8.5-9. No one gets a 10. Rarely any issues arise.

The company is very responsive.

7. Overall Experience/ Comments:

City has been with Red gate for over a decade.

The company is very easy to work with & highly recommend them.



July 29, 2025

Redgate Disposal
Jacob Petersen- General Manager

Excelsior Springs, MO

To Whom it May Concern,

We appreciate your partnership and have enjoyed a great working relationship with Redgate Disposal. In preparation for the **Excelsior Springs MO** project, Rehrig Pacific has reserved time in our manufacturing facility and has subsequently scheduled assembly and distribution crews to assure supply of 4,400-65G Trash and 3,800-65G Recycling roll out carts. This project is ready for the manufacturing and distribution by September 26th for a collection contract start date of October 1st, 2025.

Our crews are planning to distribute the carts in September in preparation for the contract start date. Pending the contract award, we will work with Redgate Disposal and the City of Excelsior Springs, MO to establish guidelines to make the distribution plan and ensure the project rolls out smoothly.

Please feel free to reach out to me if you have any questions.

Respectfully submitted,

Kemrey Kidd

National Sales Director
Rehrig Pacific Company
kkidd@rehrig.com
202-731-3937



Redgate Disposal

Letter of Transmittal

Mr. Birdsong,

Thank you for offering Redgate Disposal the opportunity to provide a response to the City of Excelsior Springs Request for Proposal for Residential Solid Waste Collection Service.

We have thoroughly examined the RFP documents and are capable of meeting all requirements. We currently service over 20,000 residential customers across the area, 15 municipal contracts and over 3,000 commercial dumpsters. The key to that growth has been our excellent customer experience and consistency of service.

We are equipped with the resources, technology, and experience required to deliver a trash service that will meet and exceed the cities expectations. We are committed to being a responsive long-term partner with the city of Excelsior Springs.

Enclosed you will find our detailed bid outlining our proposed pricing and services. If awarded the contract , we will ensure a seamless onboarding and implementation with the city.

Do not hesitate to contact with any questions. We look forward to the opportunity to partner with the city of Exceslior Springs.

Respectfully,

Jacob Petersen
General Manager
816-489-3299
operations@redgatedisposal.com



Redgate Disposal

Why choose Redgate Disposal:

Are you tired of poor customer service for your residents?

- Redgate Disposal will provide your residents with a service that cares about the quality of work that we provide to our customers. Our employees are trained and held to a high expectation on how we service our customers. These standards are reinforced with regular route inspections done by management to ensure the quality on our routes. See page 5 to see what our customers have to say about Redgate Disposal

Are you tired of streets being left messy and trash and recycling not making it into the truck?

- Our drivers are expected to get out of the truck to pick up cans that fall over as well as pick up trash that falls out of the cans. You can see pictures of our typical route on page 5.

Are you tired of not being able to get ahold of someone who can fix your problem?

- When you get call Redgate Disposal you will talk to a real person. That will work with you to solve your concern. Any issues with service are handled quickly and directly due to our company size.



Redgate Disposal

Are you concerned your residents trash will not be picked up every week ?

- Redgate is the model of consistency in our 19 years of providing trash service, Redgate has never missed a weekly trash pick up.

Talk about the Redgate difference....

- Redgate Disposal is a local company owned by people that grew up within 30 miles of Excelsior Springs, who frequent Excelsior Springs on a regular basis whether it is for a track meet or to go to stay at The Elms.
- With our pricing we will include (1) bulky item per resident per week .
- (1) Annual Curbside Cleanups
- (1) 30YD Roll off for cardboard included in the pricing

Three primary office personnel will be the key points of contact for the City of Excelsior Springs:



Redgate Disposal

- Jacob Petersen is the General Manager and co-owner of Redgate Disposal. He has been involved in the business since its inception. Jacob is very hands on in the day-to-day operations and is responsible for ensuring that all routes and employees are running as scheduled.
- Theresa Petersen is our Operations Manager and co-owner of Redgate Disposal. She has also been involved with the company since its start. Theresa is heavily involved with maintaining our high level of service quality. Theresa is in the office daily and works to resolve customer concerns. She oversees quality control on the routes to ensure all routes meet the high standard set by Redgate.
- Amy Powell is our Office Manager and has been with the company for nearly 10 years. She handles all the city invoicing and billing processes. She also provides supervision over our customer service staff.

Redgate currently employees 40 people. Depending on which services are selected, we will be using 2- 3 personnel on this contract. We will do our best to maintain the same staff on their routes to ensure better service and limit missed stops or related issues.

Meeting city objectives: Redgate will work with the City of Excelsior Springs to meet its overall objectives regarding the health, safety, and welfare of its citizens. Throughout the company we have emphasized a culture of safety in everything that we do, prioritizing safety over speed. Our trucks are all equipped with forward, in-cab, and rear-facing cameras. Our software program detects the following unsafe behaviors: harsh braking/turning, talking on the phone while driving, or tailgating. The software automatically generates a video of any of these events which allows our management to then take corrective action to ensure a safer environment for everyone.

Redgate Disposal has been providing recycling in this area for over 10 years. In that time we have worked with the following cities: Plattsburg, Lathrop, Gower, Weston, Savannah, and Kearney to run their recycling services. We currently service over 10,000 residential curbside recycling accounts. Our company primarily uses Northland Recycling and Transfer in Smithville for our co-



Redgate Disposal

mingled recycling. For our cardboard only recycling, we use Batliner on Front ST, KCMO.

- Northland Recycling and Transfer provides LEED's reporting on all recyclable materials. This gives a breakdown of all the materials that are brought to the facility and allows the city better insight into the success of their recycling program.

We will work with the City of Excelsior Springs to provide an education program to all residents stating what items are recyclable and required preparation. We plan to accomplish this through a mailer and regular social media posts detailing proper preparation of materials. Our goal is to ensure that materials collected for recycling end up being recycled as intended, rather than in a landfill. Redgate Disposal is committed to making the most substantial environmental impact with the city's recycling efforts

Customer service: Our customer service staff currently tracks all customer issues and resolve them within the same day. Incorporating Excelsior Springs's reporting requirements into our current system and providing the city with the information requested will be seamless. Our staff have stickers onboard the trucks used to indicate any disposal issues and how to contact the office for assistance.

How our service looks on routes:



Redgate Disposal



Jim S  recommends Redgate Disposal LLC.
February 16, 2023 · 🌐

We switched to red gate about four years ago. We've never had an issue. Their communication is wonderful. They never leave you wondering if they're going to show up because they always do. Thanks, Redgate.

 Like

 Comment

 Share



Write a comment...



Janet T

5 reviews

★★★★★ a year ago

Positive: Professionalism, Punctuality, Quality, Responsiveness, Value

I have been with Redgate for several years now and they are the best service I have ever used. They are quick at getting out information regarding weather and holiday schedules , the crew always turns my trash can upside down and never just throw in to the side like many companies do. I highly recommend them!

Service: Trash removal & disposal

David P

2 reviews

★★★★★ 8 months ago

Positive: Professionalism, Punctuality, Quality, Responsiveness, Value

I've recently moved to Edgerton, and have noticed the drivers/helpers take a lot of pride in how they leave the location after putting the trash in their trucks. Also, I witnessed the driver get out of his truck and help his two helpers (very hot day) - now that's team work and taking care of the crew on the truck. Very impressed!!!! Thank you - David



Redgate Disposal

Brent R

Local Guide · 177 reviews · 71 photos

★★★★★ 3 years ago

Positive: Professionalism, Punctuality, Quality, Responsiveness, Value

I have been using Redgate for about a year now and I love them!! They actually answer their phone and you can talk to a human!!

I had been using one of the "big" guys before, I don't want to name names but it should of been called anger management instead because they were so irritating to deal with and expensive!!

Being able to help support a locally owned business is awesome! I hope Redgate continues to grow and offer the best customer service around! I tell everyone about them and wish them the best!

Services: House & garage cleanouts, Junk removal, Construction debris removal



We feel our customers voice the quality and professionalism of our work the best. Google "Redgate Disposal" and see our reviews or visit our Facebook page to see what our customers say about our service.

Cost Increases: We will work with the city regarding any proposed cost increases. We understand that all increases will be an agreement with the city and will provide transparency to the city.

List of Holidays with adjustments to schedule: Redgate Disposal's holiday schedule varies on what day the holiday falls on but typically will push scheduled service back one day. Holidays shall not excuse Redgate from making the weekly pick up. We will provide a schedule annually in December for the city to publish.

Definitions of Special Item Pickups

- **Bulky Items** will be picked up with a limit of one item per week, such as televisions, microwaves, couches, furniture etc. Collection of construction materials such as rock, concrete, dirt, lumber, carpet, brick, sheetrock, doors, flooring, cabinets, or hazardous materials etc. are excluded from weekly pick up. Roll off containers can be rented by the customer to dispose of construction materials.



Redgate Disposal

Company References:

- Shelia Ernzen – City Administrator Kearney MO – 816-903-4738
- Rhonda Oulman – City Clerk Lawson MO – 816-580-3217
- Brooke Bell – City Administrator Savannah MO – 816-324-7502
- Matt Cathey – Insurance Agent – 816-232-5411

List of Solid Waste Disposal Sites

- River Bend Recycling and Transfer Independence, MO 816-293-2077
- St. Joseph Landfill St. Joseph, MO – 816-253-1120
- Raptor Recycle and Transfer Grandview, MO – 816-673-2223
- Courtney Ridge Landfill Independence, MO – 816-257-7999

List of Recycling Materials Markets

- Clinco Sheltered Industries: 1205 W Grand Ave. Cameron, MO – 816-632-3966
- GFL Environmental: 7801 E Truman Rd, Kansas City, MO – 816-920-6697
- Batliner: 2501 E Front St , Kansas City, MO - 816-483-3343
- Northland Recycle and Trasnfer, Smithville, MO 816-448-8100
- Ripple Glass: 1642 Crystal Ave, Kansas City, MO - 816-221-4527

Chad Birdsong

From: Jacob Petersen <Operations@redgatedisposal.com>
Sent: Tuesday, July 29, 2025 8:08 AM
To: Chad Birdsong
Subject: Re: Redgate Disposal

Chad ,

We do the following cities and services I encourage you to call all of them:

Kearney:

Approx 3700 homes
Trash and Recy in Polys
City Dumpsters / 6 Roll offs at Recycle Center
POC: Shelia Ernzen City Administrator 816-903-4738

Savannah:

Approx 1750 homes
Trash and Recy in Polys
POC: Brooke Bell City Administrator 816-324-7502

Walnut Creek HOA (HOA in Parkville)

Approx 619 Homes
Trash and Recy in Polys
POC: Bryce Palmer HOA President 605-691-3628

Lakeview Terrace MHC (Trailer Home Park in KCMO)

Approx 520 Homes
Trash in Polys
POC: Jennifer Moore Community Manager 816-452-5678

City of Northmoor

Approx 120 Homes
Trash in Polys
POC: Paula Markey City Treasurer 816-741-6071

City of Edgerton

Approx 240 Homes
Trash in Polys
POC: Amy Bledsoe City Administrator 816-790-3484

City of Wood Heights

Approx 250 Homes
Trash P/U
POC: Mary Marler City Clerk 816-630-7900

City of Lawson

Approx 900 Homes

Trash P/U

POC: Stan Dobbins City Administrator 816-580-3217

City of Lathrop

Approx 850 Homes

Trash and Recy P/U

POC: Bob Burns City Administrator 816-740-4251

City of Plattsburg

Approx 1100 Homes

Trash and Recy P/U

POC: Steve Garrett City Administrator 816-382-1510

City of Holt

Approx 150 Homes

Trash P/U

POC: Taryn Bilbruck City Clerk 816-320-3391

City of Stewartsville

Approx 300 homes

Trash P/U

POC: Amanda Wilkerson 816-669-3278

City of Gower

Approx 800 homes

Trash and Recy P/U

POC: Gwen Ballou City Clerk 816-424-6617

City of Weston

Approx 750 homes

Trash P/U

POC: Sherry Mors City Clerk 816-640-2752

City of Tracy

Approx 150 homes

Trash and Recy P/U

POC: Darrin Addison Mayor 620-338-0894

City of Dearborn

Approx 200 homes

Trash P/U

POC: Cindy Atkinson City Clerk 816-992-3576

Thanks for reaching out and if you need anything feel free to email or call me at the number below.

AAA References

City of Henretta since 2006

1. What kind of services do you receive?

Very old contract. No commercial services for the city of Henretta. 2xs a year they do a city wide bulk item drop.

2. For residential services do you have trash only, or both trash & recycling?

Trash only. 1 day a week. Residential weekly bulk item pick up is available.

3. Have you had any problems with missed trash?

Drivers comes in to city hall at the end of their route to check if any have been called in missed.

If the truck is full, they do not come back till the next day.

4. How is cart replacement handled?

City will distribute carts. But, the drivers have brought carts to residents as well.

5. Have you had any billing issues?

Never

6. Overall Experience/ Comments:

We have been very happy with AAA. Jason & Chris can be hard to get a hold of. But if you leave a complaint/message you will have an answer by morning.

Margie: 816-290-003

7/25/25 @ 1:26pm

AAA References
City of Hardin since 2006

1. What kind of services do you receive? Very old Contract.

Very old contract. No commercial services for the city of Hardin. 2xs a year they do a city wide bulk item drop.

2. For residential services do you have trash only, or both trash & recycling?

Trash only. 1 day a week (Tuesday). Weekly bulk item pick up is available.

3. Have you had any problems with missed trash?

Drivers comes in to city hall at the end of their route to check if any have been called in missed.

4. How is cart replacement handled?

City will distribute carts. But, the drivers have brought carts to residents as well.

5. Have you had any billing issues?

For a while. But, they have switched to a new system & things are better.

6. Overall Experience/ Comments:

There have been drivers they are not happy with. "Your service is as good as your driver is. "

"Every city has the same complaint."

9.45 for a cart

Patty: 660-398-4537

07/25/25 @1:05pm

AAA References

City of Lexington since 2013

1. What kind of services do you receive?

Residential Trash, City Dumpsters & 2xs a year Bulk item drop off

The city has a annual festival, AAA donates a 40 yard dumpster.

2. For residential services do you have trash only, or both trash & recycling?

Trash only. T-W-TH & 1 large bulk item on trash day

3. Have you had any problems with missed trash?

Drivers comes in to city hall at the end of their route to check if any have been called in missed.

If the truck is full, they do not come back till the next day. However if it's on their Thursday date, they do not come back till Tuesday the next week.

4. How is cart replacement handled?

Email list to AAA & they deliver

5. Have you had any billing issues?

The city does the billing.

6. Overall Experience/ Comments:

Very good service & very happy.

AAA References

City of Mosby since 2023

1. What kind of services do you receive?

Trash only

2. For residential services do you have trash only, or both trash & recycling?

Trash- Once Trash- Once a week

3. Have you had any problems with missed trash?

Not a big issue

4. How is cart replacement handled?

The company takes care of it

5. Have you had any billing issues?

No

6. Overall Experience/ Comments:

Good service

Left a message for Linda @2:32 on 07/25/25

816-628-4737 M-TH till 3pm

Service Comparison of Red Gate to AAA

Red Gate: Jacob Peterson General Manager

AAA: Jassen Holmberg

1. Size of references Cities:

Red Gate: serves 15 cities and over 20,000 customers, Kearney, Lawson, and Wood Heights in our area. All their town were on the reference list. Been in business for 19 years. They have over 10,000 recycling accounts

AAA: References were Lexington, Hardin, Henrietta, Alma, and Mosby- about 5,900 customers in those towns. They do serve 2 other small towns under a municipal contract, so 7 total, Lexington is the largest town they serve, about 1,800 homes. They primarily serve subscription customers, 20k-25K, since 1963.

2. Office staff:

Red Gate: 6 people

AAA: about 10 total between shifts

3. Computer tracking software:

Red Gate: Yes, full software package for routs

AAA: they have tablets in truck but they drop pins at cans and push a button to document not outs.

4. Carts:

Red Gate: Yes, both trash and recycle, they provided a letter from cart supplier reserving manufacturing carts and having them delivered by the end of September.

AAA: Trash only on reference cities. Not all used carts. Said they may need to use Allied's carts, if possible, for about a month because cart order probably would not be ready by 10-1-25

5. Delivery of carts:

Red Gate: yes, cart suppliers is set to deliver all carts prior to 10-1-25

AAA: they would get delivered but probably can't make the delivery schedule due to vendor.

They have a good working relationship with Republic and will see if they can use their carts for a month or so till the new ones get out.

6. Not out list:

Red Gate: They run cameras on all of their trucks to document the entire pickup process. Video is used to track not outs and in their computer system.

AAA: Their system has 2 buttons for each residence, one button for dumped and one for not out. They don't take pictures unless it is a repetitive problem.

7. How they handle misses or issues:

Red Gate: The camera system fully documents any miss and issues. If it is true miss, they go back and pick them up.

Issues: Their staff has stickers placed on carts of an issue arises about a contaminated cart with a number to call the office for further explanation of why it was not serviced or if the cart is blocked with a number to call to rectify the issue with their staff.

AAA: They pick up misses. Except, not outs. and stop by the office at end of each day for any reported misses. (Most people don't report a miss until a day or 2 later)

Issues: They leave the cart at the curb, driver documents in the tablet but no note left for resident. If the cart is blocked, they leave it and note in system and notify city.

8. Do you have cameras:

Red Gate: Yes, every truck has it. In cab and out. Monitors all actions of the trucks

AAA: No. only take pictures if a problem is persistent

9. What would routes be like:

Red Gate: 5 days, 2 trucks, Bulky item Truck on Friday

AAA: 5 days, 2 trucks, third truck to help

10. Rear pick-up or side arm:

Red Gate: Side arm for both trash and recycle

AAA: Sidearm is in bid. It would add \$2:00 more per month to go to rear due to extra man power.

11. Do you provide an information packet for services:

Red Gate: Yes, a mailer is used to everyone with info about all services and acceptable items, also a flier on the trash can when delivered

AAA: yes, we have an info packet

12. Do you pick up trash if spilt during the loading process:

Red Gate: Yes, that is in our training process and also to make sure carts are stood back up and in the same place.

AAA: Yes, driver picks up trash unless it is persistent with bags outside of cart.

ORDINANCE NO. 25-08-02

AN ORDINANCE APPROVING A GRANT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FUNDING UNDER THE FISCAL YEAR 2022 RAISE GRANT PROGRAM FOR THE “SAFE STREETS & SIDEWALKS” PROJECT

WHEREAS, the United States Department of Transportation, through the Federal Highway Administration (FHWA), has awarded the City of Excelsior Springs a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant for the “Safe Streets & Sidewalks” Project in the amount of \$21,500,000; and

WHEREAS, the City will contribute an additional \$6,900,000 in non-federal funds and \$3,600,000 in other federal funds, for a total project cost of \$32,000,000; and

WHEREAS, the terms and conditions of the grant are set forth in the Grant Agreement titled “Grant Agreement Under the Fiscal Year 2022 RAISE Grant Program,” which includes general and specific terms, administrative and financial schedules, and federal performance reporting requirements; and

WHEREAS, execution of the Grant Agreement is necessary to obligate federal funds and proceed with the planning, engineering, and construction of the improvements contemplated in the City’s RAISE grant application.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby approves the Grant Agreement with the United States Department of Transportation, acting through the Federal Highway Administration, for the “Safe Streets & Sidewalks” Project, including all attached schedules and incorporated general terms and conditions.

Section 2. The Mayor or City Manager is hereby authorized to execute the Grant Agreement, substantially in the form presented to the Council, and to take all other actions as may be necessary or convenient to carry out the intent of this Ordinance, including the submission of payment requests, contract authorizations, and coordination with FHWA representatives.

Section 3. The officers, agents and employees of the City are hereby authorized to execute all documents and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

INTRODUCED IN WRITING, read by title two times, passed and approved this 4th day of August, 2025.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

TEMPLATE; NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

Revised 04-23-2025

- | | |
|---|--|
| <p>1. Award No. TBD (by FHWA)</p> <p>4. Award To
City of Excelsior Springs
201 E. Broadway
Excelsior Springs, MO 64024

Unique Entity Id.: ULGJN7RRR9X8
TIN No.: 44-6000176</p> <p>6. Period of Performance
Effective Date of Award – June 30, 2031</p> <p>8. Type of Agreement
Grant</p> <p>10. Procurement Request No.
TBD (by FHWA)</p> <p>12. Submit Payment Requests To
See Article 13 of the General Terms and Conditions.</p> <p>14. Accounting and Appropriations Data
TBD (by FHWA)</p> <p>15. Description of Project
US 69 Safe Streets & Sidewalks</p> | <p>2. Effective Date
See No. 17 Below</p> <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590</p> <p>7. Total Amount
Federal Share: <u>\$25,100,000</u>
Recipient Share: <u>\$6,900,000</u>
Total: <u>\$32,000,000</u></p> <p>9. Authority
49 U.S.C. 6702; Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15, 2021); Consolidated Appropriations Act, 2022 (Pub. L. 117-103, Mar. 15, 2022)</p> <p>11. Federal Funds Obligated
<u>Base Phase: \$2,389,104.57</u>
<u>Option Phase I: \$2,113,591.20</u>
<u>Total:</u></p> <p>13. Payment Office
See Article 13 of the General Terms and Conditions.</p> |
|---|--|

RECIPIENT

16. Signature of Person Authorized to Sign

Signature
Name: Molly McGovern
Title: City Manager

Date

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature
Name: David J Villalobos
Title: Agreement Officer

Date

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 RAISE GRANT PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the **City of Excelsior Springs** (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the **Safe Streets & Sidewalks**.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FHWA Projects,” dated April 23, 2025, which is available at <https://www.transportation.gov/BUILDgrants/grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: **Safe Streets & Sidewalks**

Application Date: **4/14/2022**

Commented [USDOT1]: Additional Information. For additional context on how the here is used, see the definition of "Technical Application" in section 24.5 in the General Terms and Conditions and the use of the term "Technical Application" throughout the General Terms and Conditions.

2. Recipient's Unique Entity Identifier.

See section 23.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Molly McGovern
City Manager
City of Excelsior Springs
201 E. Broadway
Excelsior Springs, MO 64024
816-630-0752
mmcgovern@excelsiorsprings.gov

4. Recipient Key Personnel.

Name	Title or Position
Chad Birdsong	Public Works Director
Andy Starkebaum	Project Manager
Susan Conyers	Executive Assistant

5. USDOT Project Contact(s).

David J Villalobos
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-32, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-7430
David.villalobos@dot.gov

and

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Revised 04-23-2025

Travis Wheeler

Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-32, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-8887
Travi.wheeler@dot.gov

and

Dawn Perkins

Agreement Officer Representative (AOR)
~~Deputy~~ Division Administrator
PHWA MO Division
3220 West Edgewood, Suite H
Jefferson City, MO 65109
573-638636-26263701
Dawn.perkins@dot.gov

and

Brian Nevins

Transportation Engineer
FHWA MO Division
3220 West Edgewood, Suite H
Jefferson City, MO 65109
573-638-2624
Brian.nevins@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See section 23.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description

The project will rebuild 2.0 miles of existing streets with curb, gutter, storm drainage and sidewalks, add 2.3 miles of sidewalk along existing streets, and add 2.5 miles of trail along US-69. Nine intersections improvements will protect pedestrians from traffic with signal modifications, roundabouts or pedestrian overpasses.

Commented [USDOT2]: Drafting Instruction: This is OST's description of the project. This description is included in the USDOT selection memo (not necessarily the same as the fact sheet description).

2. Statement of Work

The pre-award package will complete preliminary engineering and right-of-way.

- Reconstruct 2.0 miles of existing streets with open ditch shoulders to include curb, gutter, storm drainage, and sidewalks (Wornall from McCleary to Crownhill. Crownhill from Wornall to US-69, MO-10 from Crownhill to split and portions of McCleary Road).
- Add 2.3 miles of sidewalk along existing streets (Crownhill from US-69 to MO-10, Crest from Crownhill to Lodwick, Wornall from Railroad to Titus and MO-10 from Railroad to Old Orchard and portions of McCleary Road and Corum Road).
- Add 2.5 miles of trail along US-69 from McCleary Road to Wornall, Tracy between US69 and Lynn Road
- Improve nine intersections to protect pedestrians from vehicular traffic with signal modifications, roundabouts or a pedestrian overpass to connect schools, community center and business district with neighborhoods divided by US-69.
- Consolidate, relocate, and define driveways to various commercial properties to reduce confusion and increase safety.
- Connect trails into the existing city trail system to allow greater access to various neighborhoods, education, and employment destinations.
- Enclose storm sewer system designed to accommodate a 25-year design storm on the system parallel to roadway and 100-year storm on cross road system. Enclosed system, supplemented with surface green stormwater management practices includes bioswales and rain gardens.
- Add new decorative LED street lights, additional green space, wayfinding signage, landscape, and rain gardens to enhance the streetscape.
- Add an advanced warning system for train traffic at the Dunbar Ave. crossing for efficient emergency response.

Commented [USDOT3]: Drafting instructions:

This section is intended to supplement section 1 with more detail describing the project scope.

The SOW should include, but is not limited to, quantitative information of project area/distance, detailed activity (e.g. paving, stormwater improvements, utility installation, adding a lane or path of certain width, etc.), and specification of materials to be used or equipment to be installed where relevant.

If the project will be completed in segments or phases, describe each segment or phase. If the project has separate functional or geographic components, describe each component.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: ~~June 30, 2031~~ 09/30/2031

Base Phase Budget Period End Date: 03/31/2026

Option Phase 1 Budget Period End Date: 12/31/2026

Option Phase 2 Budget Period End Date: 09/30/2031

Period of Performance End Date: See section 4.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Construction Substantial Completion and Open to Traffic Date:	06/30/2031

3. Special Milestone Deadlines.

Milestone	Deadline Date
Railroad Coordination Agreement	9/30/2026

Commented [USDOT4]: Additional Information. For the definition of Budget Period, see section 4.4 in the General Terms and Conditions. See also its use in sections 4.3, 5.3, and 13.3.

Commented [USDOT5]: Drafting Instruction: The budget period identifies the period of time when costs can be incurred (work performed) on a project for the authorized scope of work to be eligible to be reimbursed with RAISE funds under this agreement. Work performed after the budget period end date is not allowable for reimbursement with RAISE funds under this agreement. See section 13.3 of the General Terms and Conditions.

The budget period may include a reasonable and supportable amount of time for finalizing billing documentation for RAISE grant funds. The budget period does not include future project work activities or phases that are not currently authorized for reimbursement under this agreement.

If the funding act identified in schedule C is IIJA, then the RAISE funds under this agreement cancel on 9/30/2031. Because it is necessary to reserve time before that date to process reimbursement requests and issue payments before the funds cancel, FHWA requires this date to be not later than 6/30/2031.

Commented [USDOT6]: Additional information. See article 5 and section 10.1 of the General Terms and Conditions for context on how this schedule is used in the agreement and may affect the availability of RAISE funds for the project.

Commented [USDOT7]: Drafting Instruction: If any of the dates in section 2 differ from the dates in the application, each difference must be described in schedule B.

Commented [USDOT8]: Drafting Instruction: If this is a phased fund obligation grant agreement (i.e., schedule D section 2 sets the obligation type to "Multiple"), then there must be a completion milestone for each phase. Modify the table to include the applicable milestones for each phase (e.g. Planned Completion of Preliminary Design Date). See Example Document.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount:

RAISE Grant Amount: \$21,500,000

Commented [USDOT9]: Additional Information. This section affects the size of the Federal obligation at the time this agreement is executed. For additional context, including how Federal obligations occur when the Federal Obligation Type is "Multiple," see section 4.3 of the General Terms and Conditions.

2. Federal Obligation Information.

Federal Obligation Type: Multiple

3. Approved Project Budget:

Eligible Project Costs

	Base Phase: NEPA/Design	Option Phase I: Final Design and Right of Way	Option Phase II: Construction	Total
RAISE Funds:	\$2,389,104.57	\$2,113,591.20	\$16,997,304.23	\$21,500,000
Other Federal Funds:	\$0	\$0	\$3,600,000	\$3,600,000
Non-Federal Funds:	\$597,276.14	\$528,397.80	\$5,774,326.06	\$6,900,000
Total:	\$2,986,380.71	\$2,641,989.00	\$26,371,630.28	\$32,000,000

Commented [USDOT10]: Drafting Instruction: If any of the sources or amount of funds differ from the sources and amounts in the Application, each difference must be described in schedule E.

Commented [USDOT11]: Additional Information. See also sections 1.1, 3.2, and 5.4 of the General Terms and Conditions for context on how this budget information is used in the agreement.

Commented [USDOT12]: Drafting Instruction: If there is only a single component, use only the total column and remove other columns. If there are more than 2 components, add columns.

4. Cost Classification Table

[If no costs are anticipated in a category, remove the row from the table.]

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$578,981		\$578,981
Land, structures, rights-of-way, appraisals, etc.	\$1,650,000		\$1,650,000
Architectural and engineering fees	\$3,070,982		\$3,070,982
Construction	\$23,600,000		\$23,600,000
Miscellaneous	\$85,625		\$85,625
Contingency	\$3,014,412		\$3,014,412
Project Total	\$32,000,000		\$32,000,000

5. Approved Pre-award Costs

On November 20, 2023, City of Excelsior Springs sent a written request to the FHWA for pre-award approval under 2 CFR 200.458 for costs to Base Phase (preliminary

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Revised 04-23-2025

engineering, environmental review), and Option Phase I (final design/PS&E for railroad project) and right-of-way). The pre-award approval request would allow the recipient to contract for consultant services for pre-construction work while maintaining the project schedule and ability to obligate funds by the obligation deadline. City of Excelsior Springs requested pre-award approval for \$5,723,600.66 in RAISE Grant funds or non-Federal funds for match.

The FHWA Office of Acquisition and Grants Management determined that the pre-award costs were incurred directly pursuant to the negotiation and in anticipation of the Federal award and were necessary for efficient and timely performance of the scope of work. That office issued a notice to proceed with pre-award costs on February 1, 2024.

Commented [USDOT13]: Drafting Instruction: Use whole dollars.

**SCHEDULE E
CHANGES FROM APPLICATION**

INSTRUCTIONS FOR COMPLETING SCHEDULE E: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, budget described in schedules B–D. The purpose of this schedule E is to clearly and accurately document the differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. If there are notable changes in aspects of the Project other than scope, schedule, and budget (e.g., recipient changes), those changes should also be described. See section 3.1 of the General Terms and Conditions.

Commented [USDOT14]: See Example Document.

Scope: No Change

Schedule: No change

Budget: A Congressionally Directed Project (Earmark) was approved in the Consolidated Appropriations Act, 2023 in addition to the RAISE grant award. Additional Federal and Non-Federal fund sources will be used to cover the cost of inflation in the grant budget and the Non-Federal contribution exceeds the amount in the application.

The table below provides a summary comparison of the Project budget.

Fund Source	Application		Schedule D	
	\$	%	\$	%
Previously Incurred Costs				
Federal Funds	0		0	
Non-Federal Funds	0		0	
Total Previously Incurred Costs	0		0	
Future Eligible Project Costs				
RAISE Funds	\$21,500,000	78.2%	\$21,500,000	67.2%
Other Federal Funds	\$0	0%	\$3,600,000	11.2%
Non-Federal Funds	\$6,000,000	21.8%	\$6,900,000	21.6%
Total Future Eligible Project Costs	\$27,500,000	100.0%	\$32,000,000	100.0%
Total Project Costs	\$27,500,000	100.0%	\$32,000,000	100.0%

Other:

SCHEDULE F
RAISE PROGRAM DESIGNATIONS

1. **Urban or Rural Designation.**

Urban-Rural Designation: {Rural}

Commented [USDOT15]: Additional Information. For additional context on how the urban-rural designation is used, see section 22.1 in the General Terms and Conditions.

2. **Capital or Planning Designation.**

Capital-Planning Designation: {Capital}

Commented [USDOT16]: Additional Information. For additional context on how the capital-planning designation is used, see article 8 in the General Terms and Conditions.

3. **Historically Disadvantaged Community or Area of Persistent Poverty Designation.**

HDC or APP Designation: {No}

Commented [USDOT17]: Additional Information. For additional context on how the HDC or APP designation is used, see section 22.2 in the General Terms and Conditions.

4. **Funding Act.**

Funding Act: {IJA}{FY2022}

Commented [USDOT18]: Additional Information. For additional context on how the funding act is used, see section 14.2 in the General Terms and Conditions.

**SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION**

Study Area: An area bounded by Rainbow Blvd., on the north, Titus on the East, Coronado on the South and Patsy Lane on the west

Baseline Measurement Date: 09/01/2025

Baseline Report Date: 11/01/2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Severe Crashes	Safety Total Severe Crashes per Year. A severe crash is defined as one that results in a K, A, or B injury code on the KABCO scale. Recommend using state or Tribal crash databases for reporting	Annual
Bicycle and Pedestrian Volumes	Mobility and Community Connectivity Average Number of Bicycles or Pedestrians per Day. Reporting can include both bicycles and pedestrians or be dis-aggregated by mode that best aligns with project purpose	Quarterly

Reserved.

Commented [USDOT19]: Additional Information. See section 8.1 of the General Terms and Conditions for context on how the Baseline Measurement and Report dates are used to establish pre-construction reporting requirements.

Commented [USDOT20]: Drafting Instruction: This Pre-construction Measurement date should be as current as possible before the project begins construction.

Commented [USDOT21]: Drafting Instruction: This Pre-construction Report Date should be not more than 2 months after the Pre-construction Measurement Date.

Commented [USDOT22]: Additional Information. See article 8 of the General Terms and Conditions for context on how this table is used to establish the data collection and reporting requirements.

Commented [USDOT23]: Drafting Instruction: USDOT is looking for at least 2-4 measures. Recipient: Please select measures from OST's guidance available online:
<https://www.transportation.gov/RAISEgrants/performance>

Enter the information from Table 1 of that guidance as follows:
 •Primary Strategic Goal column = Performance Measure Category
 •Measure column = Performance Measure Description

Insert either "quarterly" or "annual," based on OST guidance for that specific performance measure. Most measurements will be quarterly unless there is a showing that the measure does not have seasonal effects

Commented [USDOT24]: Additional information. There is no performance report under Article 8 of the General Terms & Conditions for awards designated in section 2 of Schedule F as "Planning".

**SCHEDULE H
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
<u>X</u>	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>

Commented [USDOT25]: Additional Information. NOFO section F.2.b. require project to sufficiently consider job quality and labor rights, standards, and protections in their planning, as determined by the Department, before receiving funds for construction. The purpose of this schedule J is to document DOT’s basis for determining the considerations were sufficient for this project. See also article 18 of the General Terms and Conditions.

Commented [USDOT26]: Drafting Instruction: Insert an “X” in the left column of one or more rows of this table. For each row marked, follow the relevant instructions describing what information should be placed in the supporting narrative at ¶ 2.

Commented [USDOT27]: Drafting Instruction: If this row is marked, schedule B must describe relevant activities that will be completed before construction begins. If it is the only row marked and this is a capital project, a critical milestone for completing those activities should be proposed at section 3 of schedule C.

☐	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.
--------------------------	--

Commented [USDOT28]: Additional Information. USDOT does not anticipate executing an agreement if this box is checked.

2. Supporting Narrative.

The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*

The City supports the creation of good paying jobs with the free and fair choice to join a union and incorporate strong labor standards. This support is provided in its own work force that includes both unionized and non-unionized work groups. The community is representative of both strong union and non-union work cultures. This project is anticipated to provide good paying jobs and is supportive of the selection of either unionized or non-unionized contractors in accordance with Federal EEOC.