

CITY OF JACKSON

MAYOR AND BOARD OF ALDERMEN
STUDY SESSION - MONDAY, OCTOBER 5, 2020

6:40 P.M.

DISCUSSION ITEMS

- 1) Request to vacate a public alley in Weltecke's Addition

- 2) Employee medical insurance proposal – Mr. Todd Obergoenner/Swinford & Associates, Inc.

- 3) West Mary Street Low Water Crossing Replacement Project – revised engineering services proposal including sidewalk connections

- 4) Water tower facility lease agreement with the County of Cape Girardeau

- 5) Electronic waste recycling agreement – services proposal

- 6) Discussion of previously tabled items

- 7) Additional items - not specified

Posted 10/02/2020 - 4:30 P.M.

MEMO



To: Mayor and Board of Aldermen
From: Jim Roach, City Administrator
Date: Friday, October 2, 2020
Subject: Study Session for 10/05/2020

Enclosed, please find the list of items to be discussed at our October 5th study session. Some of these items may appear on the October 19th agenda for official action.

Item #1 will allot time for discussion on the request for the abandonment of a public alley that is located between Elm Street and North Union Avenue. Please refer to Rodney's memo.

Item #2 will allow time for Mr. Todd Obergoenner to provide information on the renewal of the City's employee health insurance program.

Item #3 will allot time for Clint to provide additional information on the West Mary Street Low Water Crossing Replacement Project. This information will include a revised engineering proposal which will incorporate estimates for extending sidewalk connections along West Mary Street. Please refer to the accompanying information.

Item #4 will provide information on a potential lease agreement with Cape Girardeau County under which communications antennas would be installed on the City's north water tower.

Item #5 will allow time for discussion on staff's proposal to renew our existing electronic waste recycling agreement. Please refer to Rodney's memo.

Item #6 will allow time for discussion of previously tabled items, if any.



City of Jackson

MEMO TO: The Honorable Mayor Dwain Hahs and
Members of the Board of Aldermen

FROM: Rodney Bollinger, Director of Administrative Services 

DATE: September 30, 2020

SUBJECT: Request to vacate an alley in Weltecke's Addition

Attached please find correspondence and a location map relative to the above referenced request for the vacation of a public alley in Weltecke's Addition. The purpose of this memo is to relay the collective input received from supervisors to the elected officials on the issue of this request.

Location:

The alley is 20' wide and extends from the eastern right of way line of Elm St. then in an easterly direction a distance of 130' feet to the rear property line of 213 N. Union Ave., and there terminating.

Public Utilities:

No public utilities or infrastructure currently exist, nor are any future public improvements planned at this location.

Adjacent Property Owners:

There are four adjacent lot owners who will be impacted by the request. Their names and addresses are identified on the attached list.

City Attorney:

Generally, streets, rights of way, and alleys are abandoned because the City determines that the continued use of such is no longer needed. Article VI section 25 of the Missouri Constitution reads;

"No county, city or other political corporation or subdivision of the state shall be authorized to lend its credit or grant public money or property to any private individual, association, or corporation..." If the Board determines this alley has no use to the citizens and should be abandoned then it must either;

- determine that that tract of real estate has no monetary value or
- sell the land for fair market value.

Public Hearing:

The Board of Aldermen should first set a public hearing of the proposed vacation and staff will send letters of notification to all adjacent property owners, along with the posting of a public notice in the local newspaper. This hearing should be set for Monday, November 2, at 6:00 p.m.

Staff Recommendation:

Following due consideration of this information, staff respectfully requests that the Board vacate the 20' wide alley in question after receiving input at the upcoming public hearing.

Thanks for your time and consideration of this information. As always, please feel welcome to contact me should you have any questions regarding this matter.

To the City of Jackson,

We would like to have the portion
of the right of way that the City owns
to be owned by 526 W Washington st
as part of our property.

Sincerely,

Travis & Jessica King
Travis King
Jessica King

RECEIVED

SEP 21 2020

CITY OF JACKSON, MO

Suzanne Wood
City Clerk/Treasurer

Property Map



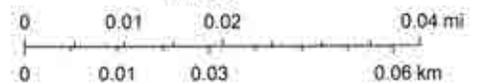
September 21, 2020

Municipal Boundaries

 CITY OF JACKSON

 Parcels

1:1,128





OAK ST

N UNION AVE

OAK ST

BCD PROPERTIES LLC

20' Alley

SEABAUGH CATHY E & FREY REBECCA L

KING TRAVIS J & JESSICA R
WALKER JORDAN R

ELM ST

N UNION AVE

W WASHINGTON ST

N UNION AVE



September 29, 2020

Public Alley Vacation Request in Weltecke's Addition

List of adjacent property owners:

BCD PROPERTIES LLC
3507 COUNTY RD 439
JACKSON, MO 63755

CATHY & FREY REBECCA SEABAUGH
5825 N. BERNARD ST.
CHICAGO, IL 60659

TRAVIS & JESSICA KING
526 W. WASHINGTON ST.
JACKSON, MO 63755

JORDAN WALKER
524 W. WASHINGTON ST.
JACKSON, MO 63755



September 29, 2020

Mr. Clint E. Brown, E.I.
Staff Engineer
City of Jackson
101 Court Street
Jackson, MO 63755

RE: Professional Engineering Services
Mary Street Sidewalks Connection Project

Dear Mr. Brown:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional engineering services for the above-referenced project. In accordance with your meeting with Project Design Engineer Brad Dunagan, and the scope shown on the attached estimate, we offer the following professional services.

SCOPE OF WORK:

A. Topographic Survey Phase -

1. Topographic survey covering sufficient area to develop plans for the project.
2. A survey baseline shall be established.
3. Sidewalk and Roadway cross-sections shall be obtained at 50-foot intervals, a sufficient distance beyond the anticipated construction limits, to determine earthwork quantities and drainage patterns. All swales, ditches or other drainage courses shall be included with flow line elevations. Additional cross-sections as required for clarity shall be taken as needed.
4. Existing utilities shall be located and plotted.

B. Preliminary Design Phase:

1. Preliminary plans to include: field survey data, topographic information of the existing curbs and roadway, existing utilities, vertical and horizontal location of the sidewalks, and proposed sidewalk cross-sections.
2. Meeting with City staff to review the preliminary design.
3. Submit preliminary bridge drawings to the City for review and comment.
4. Provide the City with preliminary estimate of construction cost.
5. Meeting with City Council to present the preliminary design.

C. Final Design Phase:

1. Right-of-Way Document Preparation - after notification of approval of the preliminary plans from the City, Cochran shall prepare easement and/or right-of-way documents as needed.

2. The final sidewalk project design shall include at a minimum the following information, and shall include the other actions as described:
 - Cover sheet with location map, sheet index, and legend of symbols.
 - Plan and profile sheet showing existing topography, the proposed improvements, existing utilities and relocations, if required, construction limits, profile grade line, and incorporate all review comments from the City.
 - Typical sidewalk and roadway sections.
 - Site plans and details.
 - Final cross-sections of the proposed sidewalks at 50 foot intervals.
 - A complete set of contract documents and technical specifications including tabulation of bid quantities and current prevailing wage rates.
3. Attain all required permitting and clearances.
4. Submit final plans and specifications to the City for review and approval.
5. Meeting with City Council to present the final design.
6. Incorporate final comments from the City into the plans and specifications.
7. Utilities: we will contact all utilities that may be affected by this project and provide them with the bridge and roadway improvement plans to help facilitate the utility relocations if needed.
8. Provide a final estimate of anticipated construction costs.

D. Bidding Phase:

1. Provide Project Manuals and Plans to the City for bidding purposes. Plans shall be half size (11" x 17").
2. Answer contractor's questions during bidding and issue addenda (if required).
3. Review shop drawings when submitted for compliance with the drawings and specifications.

E. Construction Phase:

1. Serve as the City's representative for administering the terms of the construction contract.
2. Attend a preconstruction conference to discuss project details with the successful contractor.
3. Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.
4. Reject work not conforming to the project documents.
5. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
6. Measure and document quantities, and review monthly estimates for payments due the Contractor.
7. Inspect materials, review material certifications furnished by the Contractor, perform field testing, sample materials as required, and provide laboratory testing.

SERVICES NOT INCLUDED:

1. Right-of-Way and Easement Acquisition
2. Environmental reports
3. Construction Stakeout (Note: will be the responsibility of the Contractor)

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.

FEE:

1. The total amount of fee to be paid for the "Topographic Survey, Preliminary Design, Final Design and Bidding Phase" outlined in this proposal shall be a lump sum fee of \$12,161.00.
2. The total amount of fee to be paid for the "Construction Phase" outlined in this proposal shall be a lump sum fee of \$9,121.00.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices.
2. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
3. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
4. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control. Cochran will commence work within two weeks after receiving notice to proceed from the City.

The City will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of Cochran. Requests for extensions of time shall be made in writing by Cochran, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initializing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 417-595-4108. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,



David Christensen, P.E.
Vice President

Acceptance:
City of Jackson

By: _____

Title: _____

Date: _____

Attachments: Cochran Terms & Conditions
Cost Estimate, dated August 29, 2020

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter (“Proposal”), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement (“Contract”) between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran’s invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client’s dispute. If Client fails to pay in full any of Cochran’s invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client’s failure to pay any of Cochran’s invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran’s fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran’s profession working in the same locale.
9. If, and to the extent that Cochran’s scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition (“General Conditions”) If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client’s employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client’s knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.
16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the

Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.

17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

CONSTRUCTION COST ESTIMATE

City of Jackson - Mary Street Sidewalks

| Item No. | Item Description | Unit | Plan Quantity | Unit Price (\$) | Total (\$) |
|--|-----------------------------|------|----------------------------|-----------------|----------------|
| 1 | Removals and Linear Grading | STA | 9 | 1,000.00 | 9,000 |
| 2 | Retaining Walls | SF | 1,500 | 25.00 | 37,500 |
| 3 | Sidewalks on both sides | SF | 7,875 | 6.00 | 47,250 |
| 4 | Restoration | LS | 1 | 5,000.00 | 5,000 |
| 5 | Construction Mobilization | LS | 1 | 7,000.00 | 7,000 |
| Notes: 1. Park Trails to Midblock-(Russell St. & Missouri St.) 2. Approximate Length = 0.2 miles 3. Sidewalks on both sides of Mary Street | | | Construction Totals = | | 105,750 |
| | | | 15% Contingency = | | 15,863 |
| | | | Survey/Design Eng. = | | 12,161 |
| | | | Construction Engineering = | | 9,121 |
| | | | Project Total = | | 142,895 |



City of Jackson

MEMO TO: The Honorable Mayor Dwain Hahs and
Members of the Board of Aldermen

FROM: Rodney Bollinger, Director of Administrative Services

DATE: September 30, 2020

SUBJECT: Renewal of Electronics Recycling Services Contract

The public is allowed to drop off electronic waste such as computers, televisions, refrigerators, freezers, and other e-waste at a designated location at the Jackson Recycling Center. The amount of electronic waste being disposed of at the center has been steady with each passing year and contracting with a private company to remove the electronic waste instead of disposing of these wastes into the landfill saves landfill space and allows the electronic waste to be removed and recycled. For the last five years, Midwest Recycling Center (MRC) has serviced the City with recycling of our electronic consumer byproducts. They are certified by the Missouri Department of Natural Resources and have a full-service, Level 4 program whereby the material is processed as scrap at MRC's de-manufacturing facility in Park Hills, Missouri

The City's current contract with MRC expires this year. Our Sanitation Department crew has been very satisfied with the company's performance, service, and response over the last five years and would like to continue working with them to collect and dispose of our customers' electronics. MRC has agreed to continue the same level of service at the center, including the very popular annual E-Cycle Event.

Therefore, the staff's recommendation is to enter into another five-year contractual agreement with MRC to provide electronic recycling processing for the Jackson Recycling Center.

The funding for this contract will be included in the FY 2021 budget for the Sanitation Department.

Thanks for the time and consideration of this information. As always, please feel welcome to contact me should you have any questions regarding this matter.



Office: (636) 223-0150
Fax: (314) 275-0402

AGREEMENT

THIS AGREEMENT, made in State of Missouri, and effective as of the _____ day of _____, 2020 (the "Effective Date"), by and between City of Jackson, located at 101 Court Street, Jackson, MO 63755 (hereinafter "City of Jackson" or "Client"), and MRC I LLC, dba Midwest Recycling Center, located at 3751 Old Hwy M, Imperial, MO 63052 and its Southeast Missouri facility located at 915 5th Street, Park Hills, MO 63601, (hereinafter "MRC").

WITNESSETH

WHEREAS, in response to City of Jackson's request for recycling services, MRC duly submits a proposal to provide the desired and requested services for; and

WHEREAS, MRC, having represented that it is duly qualified, licensed and experienced to provide City of Jackson with such services, is willing to provide the same in accordance with, and subject to, the terms and conditions of this Agreement; and

WHEREAS, City of Jackson and MRC hereby agree to accept the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I
Purpose

1.1 Purpose. City of Jackson hereby engages MRC to provide City of Jackson with certain asset disposition and disposal (e-waste) services, as those services and product related thereto ("Products") are more generally and specifically described under this Agreement (collectively hereinafter the "Services"), and MRC hereby agrees to provide such Services in accordance with, and subject to, the terms and conditions of this Agreement.

ARTICLE II
Contract Documents

2.1 Contract Documents. The Services to be provided by MRC hereunder shall be governed by the terms and conditions of this Agreement, and the respective terms, conditions, provisions, specifications and representations contained within the documents attached hereto and enumerated hereinbelow, which are incorporated herein by reference, and which – together with the terms and conditions of this Agreement and any exhibits attached hereto – comprise the Contract Documents:

- .1 MRC's written proposal dated September 1, 2020 (hereinafter the "Proposal") duly submitted to City of Jackson – Attachment I.
- .2 MRC's written Revenue Share, Proposed Cost - Schedule of Fees, dated September 1, 2020 (hereinafter "Schedule of Fees - Proposed Cost") duly submitted to City of Jackson – Attachment II



Park Hills, MO (R2 certified facility)
Imperial, MO
St. Louis, MO
Kansas City, MO
Jefferson City, MO





Office: (636) 223-0150
Fax: (314) 275-0402

- 3 MRC's written Event Proposal, dated September 1, 2020 (hereinafter "Event Proposal" duly submitted to City of Jackson – Attachment III.
- 2.2 Should any ambiguity, inconsistency or conflict arise in the interpretation of the Contract Documents, the same shall be resolved by reference first to the terms and conditions of this Agreement, and then by reference to the respective terms, conditions, provisions, specifications and representations contained within Attachment I.

ARTICLE III
Term

- 3.1 **Term.** The initial term of this Agreement shall be for the period commencing with the Effective Date hereof, and ending **August 31, 2021**; provided, however, the terms of this Agreement may be renewed, at the sole option of City of Jackson, for four (4) additional successive one-year terms, upon the execution of supplemental writing, signed by duly authorized representatives of both parties.
- 3.2 **Time is of the Essence.** MRC understands and acknowledges that time is of the essence in performance of the Services. MRC shall, at all times, carry out its duties and responsibilities as expeditiously as possible and which are consistent with the orderly progress of major tasks and deliverables for the Services as required under the Contract Documents.

ARTICLE IV
Nature and Scope of Services

- 4.1 **Nature of Services.** MRC shall, at all times, diligently and expeditiously, and using the ability, experience and skills of the personnel it provides, perform all duties and responsibilities necessary to provide City of Jackson with the highest quality of services so described and required hereunder, consistent with the purpose and requirements of this Agreement, City of Jackson's interests and objectives, and the professional standards of care and skill currently practiced by professional firms on projects for such Services similar in size, complexity, and cost hereunder, and as required by the laws of the United States and State of Missouri.
- 4.2 **Scope of Services.** MRC shall perform those Services necessary to fulfill its obligations and the stated purpose under this Agreement in accordance with the requirements of the scope of services generally described in Attachment I, however, nothing herein shall preclude MRC from providing City of Jackson, upon written request, with additional services relative to, and in connection with, this Agreement. Any change in the scope of services required of MRC towards fulfillment of the purpose and requirements of this Agreement may be accomplished after execution of this Agreement, without invalidating this Agreement, if mutually agreed to in writing.

ARTICLE V
Compensation; Additional Services

- 5.1 **Consideration.** In consideration for the Services provided by MRC hereunder, MRC will pay or invoice City of Jackson, as applicable, pursuant to the representations and requirements of Attachment I.



Park Hills, MO (R2 certified facility)
Imperial, MO
St. Louis, MO
Kansas City, MO
Jefferson City, MO





Office: (636) 223-0150
Fax: (314) 275-0402

- 5.2 *Additional Services.* Should MRC be requested to provide additional services for City of Jackson relative to, and in connection with, this Agreement, MRC shall be compensated for such services rendered and expenses reasonably incurred in the amount and rates mutually agreed to by the parties prior to the commencement of such additional services.

ARTICLE VI
Responsibilities of City of Jackson

- 6.1 *Responsibilities of City of Jackson.* City of Jackson shall reasonably cooperate with MRC and shall provide MRC with necessary information, including internal surplus and e-waste disposal protocols and procedures, owned and/or developed by City of Jackson, to facilitate the Services required and provided MRC hereunder. MRC shall provide prompt written notice to City of Jackson if MRC becomes aware of any errors, omissions or inconsistencies in such information. MRC shall be responsible for obtaining all other relevant and pertinent information not owned by City of Jackson that MRC deems necessary to perform the Services required of MRC hereunder.

ARTICLE VII
Assignment; Subcontracting

- 7.1 *Assignment.* MRC shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its rights and obligations hereunder without the prior written consent of City of Jackson, but in no event, shall such consent relieve MRC from its obligations under the terms of this Agreement.
- 7.2 *Subcontracting.* It is understood and acknowledged by the parties that should MRC intend to subcontract some services required under this Agreement to parties other than those that may be named in its Proposal, MRC agrees to obtain prior written approval from City of Jackson of any such subcontracting relationships and of the services such subcontractors are to perform. Notwithstanding this procedure, such subcontractors shall at all times remain under the direction and control of MRC and not City of Jackson, and MRC shall remain fully liable to City of Jackson for the proper discharge of all the Services required hereunder regardless of by whom they are performed.

ARTICLE VIII
Agreement Status

- 8.1 *Agreement Status.* This Agreement is, and shall be deemed, an independent contract for services and MRC, and all persons providing services on behalf of MRC under this Agreement, shall be deemed independent contractors and shall not be deemed under any circumstances as employees of City of Jackson. Neither City of Jackson nor MRC shall have the authority to obligate or bind the other without the express written consent of the other party.

ARTICLE IX
Amendment

- 9.1 *Amendment.* This Agreement may be amended by supplemental writing mutually agreed to and executed by duly authorized representatives of the parties hereto.



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ARTICLE X
Termination

10.1 Notwithstanding any provision to the contrary regarding termination that may appear in the Contract Documents, City of Jackson and MRC hereby agree that the following shall prevail with respect to termination of this Agreement.

.1 **For cause.** Should MRC be found in violation of any of the terms and conditions of this Agreement, it shall be deemed in breach of this agreement. City of Jackson shall thereupon notify MRC, in writing, of such violation, giving MRC thirty (30) days to cure such breach. Should MRC fail to cure such breach, City of Jackson shall then have the right to terminate this Agreement for cause by giving written notice to MRC of such termination and specifying the effective date of such termination. In the event of termination for cause, MRC shall be entitled to just and equitable compensation for services satisfactorily performed by MRC through the date of termination specified by City of Jackson, less costs and damages incurred by City of Jackson as a result of MRC's breach.

.2 **For convenience.** City of Jackson reserves the right to terminate, upon 60 days written notice to MRC, this Agreement, in whole or in part, for the convenience of City of Jackson, whenever it shall determine that such termination is in the sole best interest of City of Jackson. In the event of such termination, MRC shall be compensated for services satisfactorily performed through and up to the effective date of such termination.

.3 **For lack of funds.** Should, for whatever reason, adequate funding not be made available to City of Jackson to support or justify continuation of the level of services to be provided by MRC under this Agreement, City of Jackson may terminate or reduce the amount of service to be provided by MRC under this Agreement. In such event, City of Jackson shall notify MRC, in writing, at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

.4 **For lack of payment.** MRC reserves the right to terminate this Agreement for lack of payment by City of Jackson for services satisfactorily performed by MRC under this Agreement.

ARTICLE XI
Waiver of Breach

11.1 **Waiver of Breach.** The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate of be construed as a waiver of any subsequent breach by either party.

ARTICLE XII
Governing Law

12.1 **Governing Law.** This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri.

ARTICLE XIII



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Severability

- 13.1 **Severability.** All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

ARTICLE XIV Insurance

- 14.1 **Insurance.** At all times during the initial term of this Agreement, and any renewal term thereof, MRC shall comply with and maintain the insurance requirements and coverages set forth by R2/RIOS requirements.

ARTICLE XVI Miscellaneous

- 15.1 **Good Standing.** MRC shall be authorized to do business in the State of Missouri, and must maintain good standing pursuant to State law and any other applicable law.
- 15.2 **Warranty of Ability to Perform.** MRC shall warrant that there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by a court, governmental agency, public Board or body, pending or threatened, to the best of MRC's knowledge, that would in any way prohibit, restrain or enjoin the execution of delivery of MRC's obligations, diminish MRC's obligations, or diminish MRC's financial ability to perform the terms of this Agreement. During the period of performance of this Agreement, if any of the aforementioned events occur, MRC must immediately notify, in writing, City of Jackson that MRC: (a) has the authority to enter into this Agreement and undertake the obligations contemplated hereunder, (b) has the capability, experience and means required to perform and complete the Services as contemplated by and in accordance with the terms and conditions of this Agreement; (c) the Services shall be performed using skilled, qualified and suitable personnel, equipment and material; and (d) the Services shall be performed with at least reasonable care in a diligent, professional and workmanlike manner in accordance with (i) generally accepted industry standards, (ii) all applicable laws including Environmental Laws, and (iii) the levels specified in this Agreement and/or any applicable Statement of Work.
- 15.3 **Risk of Loss.** After products are loaded on MRC's truck(s), or once accepted at MRC's facility if shipped to MRC, MRC will assume the risk of loss or damage to such products. MRC shall hold City of Jackson harmless and indemnify City of Jackson against any loss or damage of any kind, growing out of or in any way connected with the storage, handling or presence on MRC's premises of the products where such loss, damage or injury is caused solely by the negligence of MRC, its agents, employees or representatives. Notwithstanding any of the foregoing or anything herein to the contrary, MRC shall have no liability for any loss or damage resulting from any act of omission of City of Jackson, its agents, employees or representatives. Risk of loss will not transfer to MRC in the case of known Contaminated Products or Products received from City of Jackson that do not conform to the categories of Material, Products, or Mixed Product as may be defined under this Agreement, all such Products will be returned to City of Jackson at City of Jackson's expense.
- 15.4 **Title.** Title to and ownership of City of Jackson's Products will transfer to MRC once they have been loaded



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onto MRC's truck(s), or received at MRC's facility if shipped to MRC. City of Jackson shall take such action and execute all such documents if applicable to assure MRC that City of Jackson holds good title to the Products prior to any transfer of title. If MRC receives Contaminated Products of Products from City of Jackson that do not conform to the categories of Material, Products, or Mixed Product as may be defined under this Agreement, upon City of Jackson's approval, MRC shall work with a third party to cleanse and dispose of such Contaminated Product of non-conforming Products. If City of Jackson does not give approval, all such Products will be returned to City of Jackson at City of Jackson's expense, and title will transfer back to City of Jackson once Products are received at City of Jackson's location.

- 15.5 **Dispute Resolution.** The parties are fully committed to working with each other throughout the period of this Agreement, and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, City of Jackson and MRC each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions hereunder.
- 15.6 **Governmental Restrictions.** In the event any governmental restriction is imposed that would necessitate alteration of the Services to be performed under this Agreement, MRC shall immediately notify City of Jackson, in writing, indicating the specific regulation that necessitates the alteration.
- 15.7 **Documents and Records.** MRC shall maintain full and accurate records of all matters covered by this Agreement, and City of Jackson shall have access during regular business hours to such records. Access to such records shall extend to appropriate federal, state and other local authorities. All survey notes, reports design plans, specifications, special studies, records, deliverables and other data prepared under this Agreement shall become the property of the MRC upon completion or termination of the Services of MRC and applicable payment by City of Jackson to MRC for such Services. All materials produced in performance of Services under this Agreement shall be and become the sole property of City of Jackson, and MRC shall have no right to property interest in any produced materials and hereby agrees that it shall not reserve any interest by license, copyright or other proprietary claim in or to any such materials.
- 15.8 **Nondiscrimination.** MRC agrees to not discriminate on the basis of race, religion, color, sex, disability, national origin, ancestry, or other circumstance prohibited by federal, state or local law, rule or regulation in its operation, management and employment practices and with respect to availability and accessibility of products and services to the public.
- 15.9 **Confidentiality.** To the extent permitted by law, each party agrees that it will not disclose any privileged or confidential information obtained or learned from the other party as a result of this Agreement, except as may be required in connection with any audit conducted by a third party or as required by law, regulation or order of a court with jurisdiction or as set forth below. Without limiting the generality of the foregoing, the parties agree that they will maintain the confidentiality of any medical records, business or financial records, supply and service information, marketing information, personnel information, information contained or encompassed in all computer hardware, algorithms, software and other technology, and/or matters of practices of the other to which they have access or knowledge pursuant to this Agreement and thereafter, regardless of the reason for the termination of this Agreement. Upon expiration or termination of this Agreement or upon demand, whichever is earlier, each party will immediately return any and all Proprietary Information belonging to the other party.



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- 15.10 **Publicity.** MRC must obtain prior written approval from City of Jackson for use of information relating to City of Jackson or this Agreement in advertisements, brochures, promotional materials or media, or other informational avenues.
- 15.11 **Investigation and Research.** MRC by investigation and research, has acquired reasonable knowledge of all conditions affecting the Services to be done and labor and material needed, and the execution of this Agreement is to be based upon such investigation and research, and not solely upon any representation made by City of Jackson or any of its officers, employees or agents, except as provided herein.
- 15.12 **Further Assurances.** The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to affect the purposes and requirements of this Agreement and carry out its provisions.
- 15.13 **Inspection.** City of Jackson shall have the right to inspect all written licenses, permits or approvals issued by any government entity or agency to MRC that are applicable to the performance of this Agreement. City of Jackson shall have the right to inspect the handling, loading, transportation, storage, or disposal operation conducted by MRC in the performance of this Agreement.
- 15.14 **Section Headings.** Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope of extent of any provision hereof.
- 15.15 **Counterparts.** This Agreement may be executed in multiple counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

ARTICLE XVII
Force Majeure

- 16.1 **Force Majeure.** Neither party shall be responsible or liable to the other for, delay, directly or indirectly, resulting from or contributed to by any foreign or domestic embargoes, seizures, acts of God, insurrections, acts of terrorism, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order directly or indirectly interfering with or rendering more burdensome the videotaping, production, or delivery hereunder. In the event that any performance hereunder is suspended or delayed by reason of any one of more of the occurrences aforesaid, any and all performance so suspended or delayed shall be made after such disabilities have ceased to exist.

ARTICLE XVIII
Entire Agreement

- 17.1 **Entire Agreement.** This Agreement represents the entire agreement between City of Jackson and MRC with respect to the provision of Services hereunder, and supersedes any and all prior understandings or promises, whether oral or written, between the parties pertaining to or



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple counterparts by their duly authorized representatives and made effective the day and year first above written.

MRC I LLC, dba Midwest Recycling Center

City of Jackson

By: Greg Cooksey

By: _____

Greg Cooksey
Printed name

Printed name

Director, Business Development
Title

Title



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ATTACHMENT I

R2 CERTIFIED ELECTRONICS RECYCLING PROPOSAL FOR:
City of Jackson
101 Court Street
Jackson, MO 63755

September 1, 2020

Thank you for the opportunity to submit an Asset Disposition proposal to City of Jackson. MRC Recycling's ("MRC") R2/RIOS certification ensures the Agency is protected from environmental liability and identity theft issues. We have been third party audited to prove all material is being properly handled and processed. All material collected by MRC is properly recycled. MRC provides a Certificates of Recycling and data destruction after recycling is complete. MRC is committed to ethical and responsible business practices.

Please consider that R2 National Certification requires a 1 Million dollar policy and our coverages are twice that requirement, including a 2M umbrella (see attached COI doc.). MRC is also Level 4 Registered with Missouri Department of Natural Resources. MRC has no incident reports on the EPA website and no pending litigation with any agencies. We are very proud of our environmental record and work hard to protect it by doing the right thing.

Project Understanding and Approach

MRC fully understands the services and requirements required to service City of Jackson. With over 20 years of experience in the electronic recycling and asset disposition industry, MRC is capable of meeting and exceeding the requirements for recycling and asset disposition of City of Jackson's electronic material, and other material. Currently, MRC performs similar work for government entities, Universities, businesses, and more. It is understood MRC will load, transport, process, digitally secure, and market or repurpose assets deemed surplus, obsolete, unused, non-working, or unwanted.

Assets are evaluated for potential resale of whole units or components. If there is no whole unit or component resale value, the asset is deemed scrap material and recycled for its materials per the R2 standard in compliance with all local, state, and federal laws and regulations. MRC's national R2 certification requires written processes (SOP's) and regular auditing to ensure compliance with these laws as well as the laws of the R2 standard that address environmental safety, data security, worker health/safety, and liability protection for its clients. The scope of services required by City of Jackson is fully understood and can easily be performed by MRC.

MRC's approach to the project will be that of professionalism and flexibility, while properly recycling in compliance with all local, state, and federal laws and regulations. When City of Jackson deems property surplus, obsolete, unused, non-working, or unwanted, the Agency may contact MRC to schedule a pickup. Once agreed upon, a pickup will be scheduled and a bill of lading (BOL) generated to be signed at the time of pick up by both parties. Alternatively, City of Jackson may choose to provide transportation/logistics of material to MRC Park Hills facility located at 915 5th Street, Park Hills, MO 63601. In either case, once received at MRC's Park Hills facility, a Certificate of Destruction/Recycling (COD/R) to include weight will be sent to City of Jackson. MRC's R2 Certification with the Certificate of Recycling protects City of Jackson from environmental and data security liability while complying with all federal, state, and local regulations.



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Questions and Answers
Section A. Equipment Pickup

1. How will request for pickup be generated or arranged? To request a pick up, the City of Jackson may call, e-mail, or submit a Request for Pick Up through the website: <http://mrcrecycling.net/>

For special projects, or questions about additional services please contact:

Greg Cooksey - Primary Contact/Account Manager
greg@midwrc.net
314-602-0079

Ashley Boyer - Business Manager
aboyer@midwrc.net
636-223-0150

Ryan Hall- Operations Manager
ryanhall@midwrc.net
636-223-0150

2. Is there a minimum or maximum amount of material that can be picked up? As agreed upon as part of this proposal, MRC will pick up material from City of Jackson as needed. Logistics fees utilizing MRC 28' box trucks:

If picking up at 508 Sawyer Ln., Jackson, MO 63755: \$185.00 (per truck – MRC 26' - 28' straight truck) per occurrence.

E-Waste Collection Event Fees: See Attachment III, Event Proposal.

3. What service levels will you commit to regarding turnaround time from request to pickup? MRC requests 5-10 business days for scheduling request to pickup date.

4. What do you need to do to prepare for a pick up? Upon receiving the request for pick up, MRC will compile the appropriate paperwork (bill of lading, directions and special instructions for the driver, contact for specific pickup, etc...) Prior to the pickup, MRC will ensure the truck is loaded with appropriate materials to complete the job (pallets, Gaylords, shrink wrap, etc...)

5. Will you pack equipment and provide all needed packing material? Yes, MRC will pack equipment and provide all needed materials if/when requested, however, it is understood that material will be palletized prior to pickup in most cases.

6. When does the title transfer? Transfer of ownership from City of Jackson to MRC occurs once the Bill of Lading is signed by both parties, at time of pickup.

7. Do you indemnify customer of any risk? How is indemnification recorded? Yes, MRC may sign a Hold Harmless Agreement with the Agency. We also give a Certificate guaranteeing the proper recycling and data destruction of all



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material. This paperwork states to indemnify City of Jackson of any risk and is recorded as such.

8. What types of documents are provided upon pickup? A Bill of Lading will be filled out upon arrival at your facility. Both parties will sign before leaving your facility agreeing on quantity of material as described in BOL. The material will be labeled with the Agency's name, date, and location of pickup. This material will be secured in our truck until it can be offloaded at our Park Hills, MO facility. Once the material is received, weighed, and processed at MRC's facility, the Agency will receive the Certificate of Proper Recycling.

Section B- Disposal

9. How are you ensuring you are complying with different state laws regarding disposal of IT equipment? MRC's national R2 certification and vast industry experience insures compliance with all federal, state, and local laws.

10. What process do you use to dispose of equipment in an environmentally sound manner? If partnered with someone, what selection criteria did you use to select them and how do you continue to ensure the ongoing performance and quality of the partner? MRC holds R2/RIOS Certification. This certification requires written processes with regard to how material is processed to ensure it is done in an environmentally sound manner. This process is frequently audited for compliance. MRC regularly inspects its downstream vendors to ensure compliance and peace of mind.

11. What security measures are in place at your facilities? All MRC facilities are under surveillance 24 hours a day. All employees are background checked and approved. Outside vendors are not allowed within the facilities unless accompanied by an MRC associate. They must sign in and out.

12. Scope of Material to be collected from City of Jackson:

(All material to be properly recycled in compliance with R2 Certification. Exception – furniture that cannot be recycled or composted which typically includes furniture containing press wood or wood fiber furniture. This material may be sent to landfill. Additional dumpster fees may be incurred to be invoiced to City of Jackson at a rate of cost plus 10%.)

Example of Materials to be Properly Recycled:

Computer/IT Equipment: Servers/Server racks, Computers: PCs, laptops (non-data bearing, hard drives removed), tablets, switches, peripherals monitors, Printers, Photocopiers, Televisions, Electronics, Cameras, Lab Equipment, Kitchen Equipment, Appliances (white goods), Misc. Other electric or battery operated Equipment, lawn equipment (oil and gas removed), power tools, Scrap Metal.

Additional Information and description of resources supporting MRC's qualifications for the City of Jackson project:

MRC Recycling has been in business for over 20 years serving hundreds of Schools, Colleges and Universities, Government agencies, and Organizations. MRC is a specialist in electronics and appliance recycling, data destruction, and asset disposition, with the goal of properly diverting material from the landfill by offering convenient solutions to the ongoing issues of identity theft and environmental liability.



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MRC is registered with the EPA (EPA ID # MOR000533174), are Level 4 Registered by the Missouri Department of Natural Resources (MO ID # 043500), and hold R2 Certification (C2012-02365). Annual inspections are done by the Missouri Department of Natural Resources, third party audits are done by Perry Johnson Registrars, and quarterly reports are made to the St. Louis Solid Waste Management District with regard to our procedures, documentation, and end markets for materials.

MRC's main processing facility is a 53,000 sq. ft. warehouse located in Park Hills, Missouri. MRC also has locations in St. Louis, Imperial, Jefferson City, Independence, and Kansas City.

The proper destruction of hard drives and the information contained on them is an essential service MRC offers. We have four different methods in which we are able to protect our clients' valuable information. Depending on the requirements of each client, MRC is able to wipe hard drives with data sanitation software compliant with Department of Defense standards, destroy the information on site with portable equipment such as industrial degausser, hydraulic hole punch, or by shredding with a mobile shred truck. All the tools utilized by MRC are made specifically for the purpose of protecting our clients by destroying all of their stored personal data.

MRC follows all of the laws, guidelines, and Best Management Practices (BMPs) put forth by the EPA. We keep our clients from becoming a PRP (Potentially Responsible Party) of any electronic material as well as keep all material from falling into the category of hazardous waste by fully complying with the Resource Conservation Recovery Act (RCRA), Comprehensive Response Compensation and Liability Act (CRCLA), Toxic Substance Control Act, Clean Air Act, and the Clean Water Act. MRC does this by keeping all material in what the EPA and DNR consider a "Documented Recycling Loop". We maintain and document all electronic material from the transfer of ownership from your facility to MRC and then to the end markets, preventing the electronic material from being considered "hazardous waste". MRC is also compliant with E-Verify law requirements.

MRC follows the mantra of Recycling, "Reduce, Reuse, Recycle". Based on the requirements of each client, MRC either de-manufactures items down to a component level, or finds a home for the item to be reused. Since reuse is the most environmentally friendly form of recycling, we try to reuse items in the form of parts or as a working unit (as long as the client does not require the item be destroyed). Once all recycled material is broken down to a component level, such as steel, aluminum, plastic, lead, etc., it is shipped to an EPA approved facility to be shredded and separated further. The raw material is then melted or smelted and recycled back into a new product. Since MRC has a zero landfill policy, none of your material will end up in the landfill.

MRC is one of few electronics recycling companies in Missouri that have National R2 Certification. What this means to our clients:

Data Security

- All R2 certified recyclers are required to sanitize, purge, or destroy data on all hard drives and data storage devices.
- Data destruction processes are reviewed and validated by an independent party quarterly.
- R2 recyclers are required to have a security program in place that is appropriate for the equipment they handle and the customers they serve.



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Environmental practices

- R2 defines focus materials, or materials that can pose environmental concern, and outlines how these materials should be managed to ensure environmental and worker safety.
- Requires downstream due diligence on all vendors handling focus materials to ensure materials are handled properly throughout the chain of custody.
- Prohibits the export of equipment and components containing focus materials to developing countries unless the transaction is legal under both the export and import countries' laws and the receiving facility is state-of-the-art.

Proper e-waste disposal

- All R2 certified electronics recyclers maintain necessary permits, licenses, and insurance as required by local, state, and federal regulations.
- R2 requires that all recyclers send materials to licensed and permitted facilities.
- Rigorous shipping and material tracking systems are employed by all R2 Certified recyclers.

Insurance

- R2 requires that all recyclers obtain pollution insurance. R2 minimum is \$1 million policy. MRC has twice the requirement, a \$2 million policy plus a \$2M umbrella liability.



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Attachment II - Schedule of Fees - Proposed Cost

September 1, 2020

1. REVENUE SHARING MODEL:

MRC proposes to City of Jackson the following revenue sharing model:

MRC will pay the City of Jackson \$.075 per pound for P.C. computers/servers, \$.15 per pound for laptop computers, and \$1.00 per pound for cell phones. The paid weight on the cell phones does not include the battery or the charger. Reusable phones will be evaluated and paid for individually, based upon current market value. The more phones that have batteries and chargers with them, increase the chances that individual phones have more value. MRC may deduct revenue share from invoicing and provide detailed reporting monthly or quarterly. In the event the revenue share is greater than invoice total amount, MRC will issue a check payable to the City of Jackson. In the event invoice total is greater than the revenue share MRC will issue an invoice to the City of Jackson. Terms established to be NET 30.



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Attachment II (cont.)
Schedule of Fees – Proposed Cost

September 1, 2020
<http://mrcrecycling.net/>
 Phone: 636-223-0150

MRC Recycling | R2 &RIOS Certified Electronics Recyclers
 3751 Old State Road M, Imperial, MO 63052
 Office: (636) 223-0150

MRC Recycling is proposing to manage electronic Waste, commodities and materials for recycling per R2/RIOS Certification. All material managed in accordance with applicable local, state and federal laws, rules and regulations. Invoiced on the actual count or weight of materials. * **

| Onsite Hard Drive Destruction | PRICE | UNIT |
|--|---------|------|
| 1 – 250 Hard Drive Shredding and Serialization | \$7.00 | each |
| Each after 250 | \$3.00 | each |
| 1 – 250 Hole Punch and Serialization | \$4.00 | each |
| Each after 250 | \$3.00 | each |
| Tape Drive Shredding | \$10.00 | each |

| Warehouse Hard Drive Destruction | PRICE | UNIT |
|---|--------|------|
| Hard Drive Shredding and Serialization (Warehouse Shred) | \$5.00 | each |
| Hard Drive Shredding and Serialization (On-Site Mobile Shred) | \$7.00 | each |

FREE OPTION - Standard processing procedure for hard drives are to be processed through a 3 pass DOD wipe, removing all data. If the hard drives are defective, and the material cannot be wiped, it will then be shredded. MRC is monitored by a third-party company, per our R2 Certification, to ensure the removal of all sensitive information.

| Serialization | PRICE | UNIT |
|--|--------|------|
| Serialization per Item - Equipment | \$1.25 | each |
| Serialization per Item – Hard Drive Shred: included with hard drive shred service. | \$0.00 | each |

| Tape Recycling | PRICE | UNIT |
|----------------------------------|--------|------|
| Media Tapes/Mixed Media | \$1.00 | lb. |
| Other Tapes | \$1.00 | lb. |
| Toner Cartridges and Toner Tubes | \$1.00 | lb. |

| Battery Recycling | PRICE | UNIT |
|-------------------|--------|------|
| Alkaline | \$1.00 | lb. |
| Lithium-ion | \$0.00 | lb. |



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| | | |
|-----------------|--------|-----|
| Lithium Primary | \$3.45 | lb. |
| Dry NiCd | \$1.00 | lb. |
| Button Cells | \$5.00 | Lb. |

| TV and Monitor | PRICE | UNIT |
|---|---------|------|
| CRT TVs 26" or less (measured diagonally) | \$30.00 | each |
| CRT TVs 27" or greater (measured diagonally) – includes Console, Big Screen, and Projection TVs | \$50.00 | each |
| Flat Screen: All sizes of LED, LCD, and Plasma | \$20.00 | each |
| LED/LCD Computer Monitors | \$5.00 | each |
| CRT Computer Monitor | \$5.00 | each |

| Refrigeration Recovery | PRICE | UNIT |
|---|---------|------|
| Refrigeration Recovery (Freon) – i.e. freezer, refrigerator, A/C unit, dehumidifier, etc. | \$10.00 | each |

| Smoke Detectors | PRICE | UNIT |
|-----------------|---------|------|
| Smoke Detectors | \$20.00 | each |

| Lamp Recycling | PRICE | UNIT |
|--|--------|----------|
| Straight Linear Fluorescent | \$0.24 | Per Foot |
| U-Tube, Biax, Compact (CFL), Circular Fluorescent, Incandescent, Quartz, Halogen | \$0.90 | Per Lamp |
| HID, Mercury, Metal Halide, Low-High Pressure Sodium, Shielded or Coated Lamps | \$2.85 | Per Lamp |
| LED- Plastic Linear (no glass), Screw-In Base Lamps | \$1.05 | Per Lamp |
| Ultraviolet, Arc, Ignitron, Germicidal, Projection | \$7.50 | Per Lamp |
| Broken/Crushed Fluorescent- Cannot Accept, refer to Mail order containers | N/A | |
| Broken/Crushed HID or Neon- Cannot Accept, refer to Mail order containers | N/A | |

| Ballast Management | Packaging Requirements | PRICE | UNIT |
|--------------------|------------------------|--------|------|
| PCB Ballast | Not Accepted | N/A | |
| Non-PCB Ballast | Accepted (no fee) | \$0.00 | lb. |

| Container Services | PRICE | UNIT |
|--|---------|------|
| 4 Foot Lamp Box, 15.5" x 20" x 48.5" | \$4.00 | each |
| Lamp Box (telescopic) 12" x 12" x 72 - 132" 2- piece | \$30.00 | each |



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| Logistics Fees | PRICE | UNIT | COMMENTS |
|--|---------------------|----------------------|---|
| Transportation Charge Per Vehicle Stop Location | \$185.00 | Per Truck/Occurrence | City of Jackson may provide logistics, NO logistics/transportation fee if delivered to MRC Park Hills, MO facility |
| Labor for packing, loading, sorting, labeling: (Lamp Recycling only) | \$45.00/hour/person | Per hour/person | No labor fee if lamps are packed and palletized in acceptable lamp boxes. Call for packing boxes, and packing/palletizing instructions. |

| ADDITIONAL SERVICE FEES TO BE QUOTED IN ADVANCE FOR APPROVAL: |
|---|
| Pickup at limited or difficult access sites such as: |
| A storage unit, construction site or other potentially unstaffed site. A military base or other guarded site. |
| Labor required for packaging, palletizing or loading. |
| Cleanout Services |



Park Hills, MO (R2 certified facility)
 Imperial, MO
 St. Louis, MO
 Kansas City, MO
 Jefferson City, MO





Office: (636) 223-0150
Fax: (314) 275-0402

Attachment III – Event Proposal

09/01/2020

Subject: Electronics Recycling Event Proposal
ATTN: Teddy Scholl

Thank you for allowing MRC Recycling to give our proposal for the Electronics Recycling Event for the City of Jackson Missouri.

MRC Recycling will provide its services for the City of Jackson Missouri Electronics Recycling Event on a Saturday in 2021 (date TBD), at the City of Jackson event location, located at *508 Eastview Court Jackson, MO 63755*. This event will be open from 9:00am through 1:00pm. MRC Recycling staff will arrive at your location no later than 8:30am. MRC Recycling will provide the following for the City of Jackson Event:

Transportation of event material to our Park Hills location via:

- 2, 28' MRC trucks dispatched from Imperial MO, capable of hauling up to 10,000 LBS of material each,
- All pallets and gaylords needed to safely and efficiently collect/store material,
- All shrink wrap needed to safely and efficiently secure the material,
- All pallet jacks and dollies needed for safe loading and transport of the material,
- 1 Event Leader/driver to oversee the safety, efficiency, flow of the event, and assist in unloading vehicles,
- 1 Driver to assist with safety, efficiency, flow of event, unloading vehicles, and transportation of event material,
- 2 Laborers to unload vehicles, sort material, and load trucks during the event,
- Certificate of Proper Recycling for the event.

The above services will be provided for the City of Jackson Missouri. Our event fee for the above services will be \$600.00. Each individual dropping off their material will pay the recycling fees for certain items, (see attached document). If the City of Jackson Missouri wishes to sponsor the fees of the aforementioned items, I would need to know ahead of time to give an updated fee. The updated fee would reflect more manpower, based off of historical data showing an increase in volume and turnout for these events.

The City of Jackson Missouri would be responsible for the advertisement of the event. MRC Recycling will help promote this event by placing the event on MRC's Facebook page, as well as the MRC Recycling website.

Thank you again for allowing MRC Recycling to give our proposal for your Electronics Recycling Event. Please feel free to contact me directly with any questions or concerns. You may reach me at Ryanhall@midwrc.net, or 636-223-0150.

Sincerely,

Ryan D. Hall
Operations Manager/Event Coordinator
MRC Recycling



Park Hills, MO (R2 certified facility)
Imperial, MO
St. Louis, MO
Kansas City, MO
Jefferson City, MO





PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

*Perry Johnson Registrars, Inc., has audited
the Environmental, Health and Safety Management System of:*

MRC Recycling
915 5th Street, Park Hills, MO 63601 United States

*The organization has been audited by a certification body that is in conformance with ISO/IEC
17021 requirements and applicable Accreditation Body requirements. The organization is found to be
in conformance with the R2 Standard as applied by the R2 Code of Practices.*

Responsible Recycling® (R2) Rev. 7/2013

This Registration is in respect to the following scope:

Electronics Equipment and Component Reuse and Recycling Service

*This Registration is granted subject to the system rules governing the Registration referred to above, and the
Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.*



**Responsible™
Recycling**

Terry Boboige

Terry Boboige, President
Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

The validity of this certificate is dependent upon ongoing surveillance.

Effective Date:
April 10, 2019

Expiration Date:
April 9, 2022

Certificate No.:
C2019-01155



PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

Perry Johnson Registrars, Inc., has audited the Management System of

MRC Recycling

915 5th Street, Park Hills, MO 63601 United States

*(Hereinafter called the Organization) and hereby declares that
Organization is in conformance with:*

Recycling Industry Operating Standard Rev. 2016

This Registration is in respect to the following scope:

Electronics Equipment and Component Reuse and Recycling Service

*This Registration is granted subject to the system rules governing the Registration referred to above, and the
Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.*



PERRY JOHNSON
REGISTRARS, INC.



Jerry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
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