

Statement of Qualifications/Request for Proposals

*Aggieville Waste Services
Project No. CM2502*



CITY OF MANHATTAN, KANSAS

Request for Qualifications/Proposals

I. PROJECT DESCRIPTION:

The City of Manhattan (City) is seeking proposals from qualified waste management contractors to assist in the planning, design, and implementation of a solid waste collection program tailored to the needs of the Aggieville business district. The City is looking for professionals with extensive experience and expertise in waste management programs.

The Project includes, but is not limited to, providing consulting services for the procurement and construction of five waste compactor site locations within the Aggieville district, as well as the development and implementation of a comprehensive solid waste collection program to serve the business district.

II. INTRODUCTION/BACKGROUND:

The Aggieville Business District business district spans 5 blocks and includes over 100 businesses (**Attachment A**). Between 2016 and 2018, the City completed three major planning initiatives for Aggieville. The second of these, the Aggieville Community Vision Plan, available at <https://www.manhattankans.gov/2714/Aggieville-Community-Vision> (adopted in 2017), outlines a long-term vision for Aggieville as a vibrant, historic, pedestrian-oriented urban district offering a diverse mix of shopping, dining, entertainment, and residential opportunities for students, visitors, and the broader community.

Across all planning studies conducted for Aggieville, waste management and alleyway conditions consistently emerged as key concerns. In response, in 2021, the City engaged MSW Consultants of Orlando, Florida to provide industry expertise and help define viable options for the City Commission's consideration. The consultant's report recommended the implementation of an exclusive collection system managed by a private hauler, utilizing shared, consolidated containers.

In 2024, based on ongoing redevelopment efforts in Aggieville, the City Commission directed staff to move forward with the development of a plan for consolidated solid waste collection service in coordination with those projects. The City has preliminary locations for compactors (**Attachment B**) and desires to partner with a waste management contractor to help guide the City in exploring the design and implementation of a consolidated solid waste collection program in Aggieville.

III. PROJECT OBJECTIVES:

- Evaluate existing conceptual site locations to determine feasibility and assess infrastructure needs, including, but not limited to, location, compactor specifications, enclosures, and signage. The City is focusing on the core of the Aggieville Business Improvement District and is open to recommendations and discussions on final site locations
- Develop a comprehensive and sustainable waste management plan and identify infrastructure that effectively addresses the waste needs of the Aggieville for the foreseeable future
- Propose efficient routing and scheduling strategies based on district layout, density, and operating hours
- Coordinate discussions with the City and the Aggieville Business Association regarding the waste management plan and services
- Provide consistent and reliable collection and disposal of solid waste for Aggieville

IV. SUMMARY SCOPE OF SERVICES:

The Scope of Services for the Project includes all services necessary to develop a comprehensive and sustainable waste management plan and infrastructure that effectively addresses the waste needs of Aggieville for the foreseeable future.

The selected contractor will be responsible for services in two distinct phases. The work completed in Phase I will allow for implementation in Phase II.

PHASE I:

- Gather information from City staff on work done to date by prior consultants including preliminary reports and site location concepts
- Assess infrastructure needs, frequency of service, including container types, enclosures, signage, and concrete pads and recommend a procurement method most cost-effective to the City, such as a purchase or lease approach
- Propose efficient routing and scheduling strategies based on district layout, density, operating hours, and recommend collection frequency and operational best practices
- Develop an implementation plan, including key milestones and timeline
- Provide a comprehensive service cost to the City covering capital, operational, and maintenance costs
- Coordinate discussions with the Aggieville Business Association and businesses regarding the waste management plan and services

Upon successful completion of Phase I and at the City Commission's discretion, the selected contractor may continue into Phase II under a separate agreement or contract amendment.

PHASE II:

- Procure and deploy containers and implement developed waste management plan as identified in Phase I
- Provide consistent, reliable collection of solid waste

- Ensure compliance with all health, safety, and environmental standards

V. PROBABLE TIMETABLE:

The project shall proceed according to the following timeline:

- | | |
|----------------------------|--|
| • September 15, 2025 | RFQ/RFP Issuance |
| • September 24, 2025 | Questions due to Jason Hilgers by 3:00 PM |
| • October 3, 2025 | Proposals due by 12:00 PM (noon) |
| • Week of October 6, 2025 | Selection Committee opens and reviews Statements of Qualifications and selects Proposers for formal interviewing |
| • Week of October 20, 2025 | Selection Committee interviews and ranks selected Proposers |
| • November 4, 2025 | Selection Committee provides their recommendation to the City Commission |
| • January 2026 | Phase I Services Completed |

VI. METHOD OF SOLICITATION:

Notice will be sent to all entities with an active City Refuse Hauler license.

VII. SELECTION PROCESS:

Potential proposers may submit written questions to Jason Hilgers, Deputy City Manager, at hilgers@cityofmhk.com. All questions must be submitted by September 24, 2025, 3:00 PM. All questions and answers will be addressed in addenda and will be distributed through the e-mail address provided for active City refuse hauler licenses.

A Selection Committee will open and review the Statements of Qualifications (SOQ) to determine which proposers to formally interview. Based upon the quantity and quality of the SOQs, the City reserves the right to short-list the proposers for formal interviewing. After the Selection Committee has selected which proposers to interview, the Selection Committee will open the Initial Price Proposals. The Initial Price Proposals (**Attachment C**) submitted by proposers who are not selected for an interview will be disposed of, unopened. The Selection Committee will then conduct formal interviews, rank the proposers, and recommend the highest-ranked waste management contractor to the City Commission for approval.

Upon receiving a Notice of Award, the successful proposer shall execute an Agreement for Phase I Services (**Attachment D**) within seven (7) days thereafter and deliver the insurance documentation to the City.

Throughout the process, the City reserves the right to initiate the process with the next highest-ranked firm, or to change or terminate the entire selection process at any time.

VIII. DIRECTIONS FOR SUBMISSION:

All documents must be received by the City no later than 12:00 PM, on Friday, October 3, 2025, at the City of Manhattan, City Clerk's Office, 1101 Poyntz Ave., Manhattan, Kansas 66502. Any proposals received after the specified due date and time will be rejected and returned unopened. All expenses for preparing and delivering proposals, including subsequent interviews, will be borne by the proposers.

IX. SUBMITTAL REQUIREMENTS:

The following information must be provided in the following sequence. Sections and subsections should correspond with the sections and subsections identified below. Proposals are limited to 50 numbered, 8.5"x 11" pages, excluding cover, table of contents, cover letter, and dividers.

STATEMENT OF QUALIFICATIONS

One (1) electronic copies in a sealed envelope marked "Statement of Qualifications for Aggieville Waste". **PRICE INFORMATION SHALL NOT BE INCLUDED IN THE SOQs.**

A. Cover Letter

1. Introduce the waste management contractor and provide a brief introduction and overview including history, background, and mission and/or vision of the company
2. List all of the team members necessary to deliver the Project, provide names and proposed duties of individuals who will implement the Project and describe their qualifications
3. Identify and provide resume for the designated services coordinator who will be the primary contact and representative of the company throughout the term of the contract
4. Include a table of contents to identify materials contained in the Statement of Qualifications by sections, subsections, and corresponding page numbers

B. Past Performance

1. Demonstrate through contracts and/or other agreements with government agencies or private industry related to past performance; including but not limited to, hand carts, roll-offs, dumpsters, and compactors
2. Describe practices and past performance related to managing cleanliness and waste disposal methods

C. Proximity to and familiarity with the City of Manhattan

1. Demonstrate the contractor's proximity to and familiarity with the City of Manhattan and the Aggieville business district
2. Describe areas of expertise or knowledge the company has regarding local issues relevant to solid waste management in Manhattan or a comparable area.

Discuss company's familiarity with solid waste issues that indicate knowledge and sensitivity to the issue of solid waste collection, and especially in the Aggieville District

D. Technical Factors

1. Collection Methods and Procedures. Provide a detailed description of the collection methods used by the Contractor today (e.g., manual, automated, container/no container, curbside recycling, frequency, drop-off recycling - manned or unmanned, for commercial and residential areas) including any instructions which must be conveyed to customers
2. Collection Equipment and Personnel. Identify the collection vehicles by type, capacity, and model/year; describe how collection trucks will be maintained given that the trucks will be constantly viewed by the public; describe the strategy used to prevent spills of waste during collection, and the procedure used to manage spills
3. License. Provide a copy of company's active City Refuse Hauler License

INITIAL PRICE PROPOSAL

Submit one original in a sealed envelope marked "Initial Price Proposal, Aggieville Waste" signed by the proposer and with the proposer's name clearly indicated. The price proposal is a lump sum total for the completion of Phase I services only.

X. SELECTION CRITERIA:

The successful proposer will be the one who provides the best value to the City. In general, the Selection Committee will evaluate the following criteria:

Qualifications-Weighted Selection Criteria

- A. Demonstrated understanding of the Project. – 10 points
- B. Qualifications and experience of the proposed Project team – 30 points
- C. Proposed methodology and approach as demonstrated in interview portion – 20 points
- D. Project schedule and ability to meet deadlines – 10 points
- E. References and past performance – 20 points
- F. Cost of services and financial proposal. – 10 points

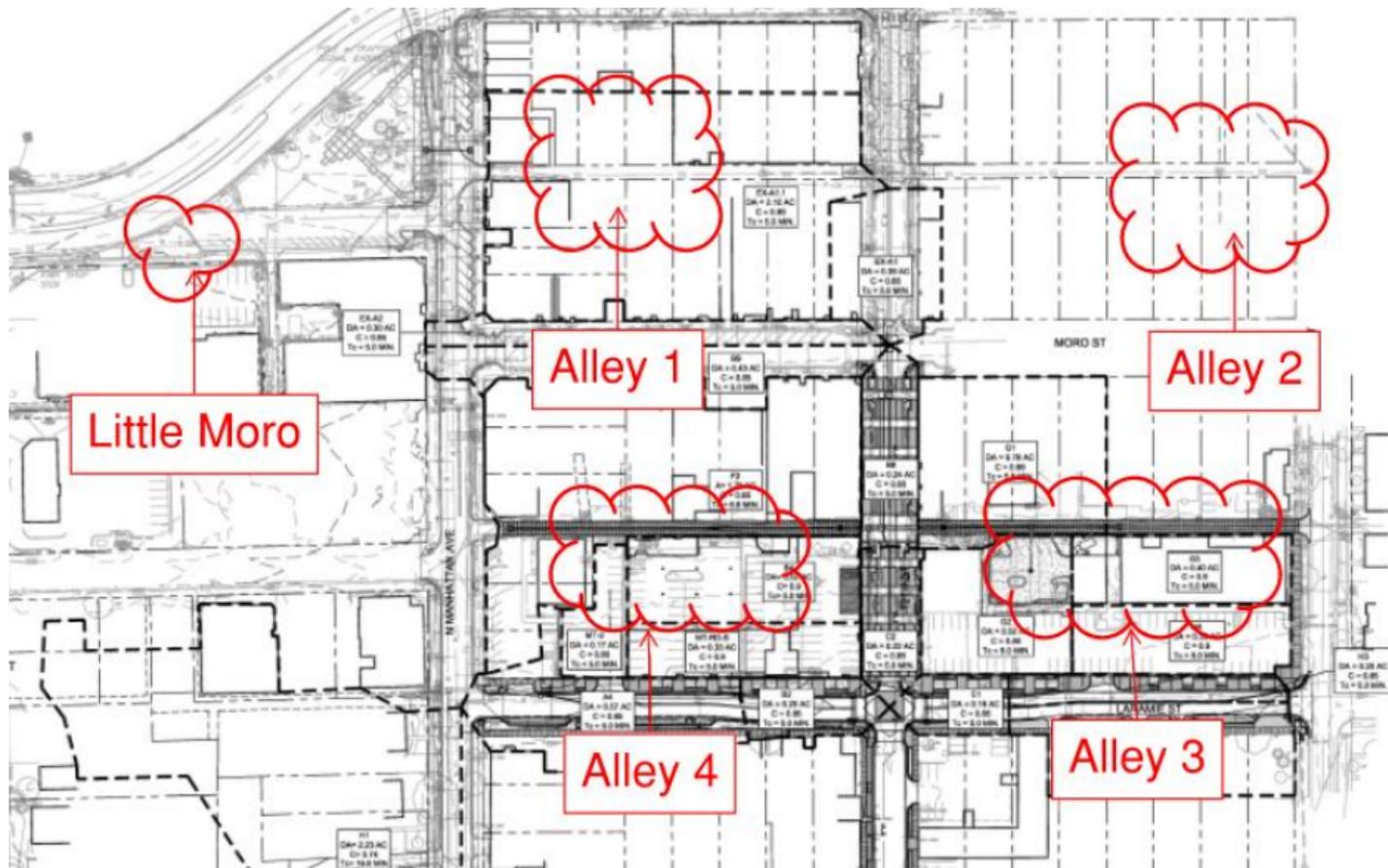
XI. OTHER TERMS:

- A. Each proposer has the responsibility to do the following:
 1. Thoroughly examine the RFQ/RFP documents and all addenda
 2. Visit the Project site to become familiar with and to satisfy the proposer as to the general, local, and site conditions that may affect cost, progress, and performance of work

3. Consider federal, state, and local laws and regulations that may affect cost, progress, or performance of work
 4. Study and carefully correlate the proposer's knowledge and observations with the RFQ/RFP documents and related data
 5. Promptly notify the City of all conflicts, errors, ambiguities, and discrepancies, which the proposer has discovered in the RFQ/RFP documents
- B. Sales and Use Taxes: the City is exempt from state sales and use taxes on materials and equipment incorporated into the work
 1. Sales and use taxes shall not be included in the Price Proposal items
 2. A Tax Exemption Certificate will be provided by the City
 - C. All materials submitted shall become the property of the City, and shall be subject to the laws and regulations pertaining to public information; no guarantee of privacy or confidentiality is offered or implied by the City
 - D. Proposals may not be modified or withdrawn after submission; however, proposers may withdraw themselves from the selection process at any time prior to the deadline for the receipt of proposals
 - E. The City reserves the right to reject any and all proposals and to waive any irregularities therein
 - F. The RFP/RFQ Documents, including the Contract Documents, are subject to change after the conclusion of the selection process
 - G. All persons awarded and/or entering into contracts with the City of Manhattan shall be subject to and are required to comply with all applicable City, State and Federal provisions pertaining to nondiscrimination, equal employment opportunity and affirmative action on public contracts
 - H. Familiarity with Laws: The proposer is required to be familiar with all Federal, State, and local laws, ordinances, and procedures that in any manner affect the project and scope of services; Ignorance of any of the same will not relieve the proposer from responsibility in complying

XII. ATTACHMENTS:

- A. Aggieville Business Improvement District Map
- B. Preliminary Compactor Site Location Map
- C. Initial Price Proposal
- D. Draft Agreement for Phase I Services



Initial Price Proposal

Aggieville Waste Services

Project No. CM2502



INITIAL PRICE PROPOSAL FORM

PROJECT IDENTIFICATION

- A. Project Identification: planning, design, and implementation of a solid waste collection program tailored to the needs of the Aggieville business district
- B. Date of Issuance of Request for Qualifications and Initial Proposals (RFQ/RFP): **September 15, 2025**
- C. Proposal to: City of Manhattan, Kansas (“Owner”)
- D. Proposer: _____

PROPOSER’S OBLIGATIONS AND REPRESENTATIONS

- A. The undersigned Proposer proposes and agrees that prices provided herein are firm, including all escalation and contingencies, and meet the terms and conditions of the Agreements for Phase I Services, as applicable.
- B. The undersigned Proposer proposes and agrees, if this Initial Price Proposal is accepted, to enter into an Agreement for Phase I Services with the Owner in the form included in the RFQ/RFP documents to perform all Services as specified or indicated in the RFQ/RFP documents, for the Contract Price, and within the Contract Times specified in the Proposal, in accordance with all other terms and conditions of the Contract Documents.
- C. This Proposal will constitute one of the Contract Documents, except for provisions that contradict the requirements of the RFQ/RFP Documents, and are not specifically accepted in writing by the Owner prior to the execution of the Agreement for Phase I Services.
- D. This Proposal will remain subject to acceptance for ninety (90) days from the date of submittal. The Proposer will sign and deliver the required number of copies of the Agreement for Phase I Services with any documents or certificates required by the RFQ/RFP, within 7 days of the date of the Owner’s Notice of Award.
- E. In submitting this Proposal, the Proposer represents and agrees, as more fully set forth in the Agreements, that:
 - 1. The Proposer has examined and carefully studied the RFQ/RFP Documents, including:
 - a. Agreement for Phase I Services.
 - b. Request for Qualifications/Request for Proposals.
 - c. This document, Initial Price Proposal.
 - 2. The Proposer has visited the sites and become familiar with the general, local, and site conditions that may affect cost, progress and performance of the work.
 - 3. The Proposer is familiar with all applicable federal, state and local laws and regulations that may affect cost, progress, and performance of the work.
 - 4. The Proposer is aware of the general nature of the work to be performed at the sites that relates to the work for which this Proposal is submitted.
 - 5. The Proposer has correlated the information known to the Proposers, information and observations obtained from visits to the sites, drawings identified in the RFQ/RFP documents, and all additional examinations, investigations, explorations, tests, studies, and data furnished by the Owner.

6. The Proposer has given the Owner written notice of all conflicts, errors, ambiguities, and discrepancies that the Proposer has discovered in the RFQ/RFP Documents the written resolution thereof by the Owner is acceptable to the Proposer, and the RFQ/RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the work for which this Proposal is submitted.
7. This Proposal is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Proposal; the Proposer has not solicited or induced any individual or entity to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the Owner.

THE PROPOSER WILL COMPLETE THE WORK AND/OR SERVICES IN ACCORDANCE WITH THE RFQ/RFP DOCUMENTS AND THE CONTRACT AGREEMENTS FOR THE FOLLOWING PRICE(S): (enter all costs in both words and figures) AND PERCENTAGES OF THE COST OF THE WORK.

A. Phase I Services:

- Gather information from City staff on work done to date by prior consultants including preliminary reports and site location concepts
- Assess infrastructure needs, frequency of service, including container types, enclosures, signage, and concrete pads and recommend a procurement method most cost-effective to the City, such as a purchase or lease approach
- Propose efficient routing and scheduling strategies based on district layout, density, operating hours, and recommend collection frequency and operational best practices
- Develop an implementation plan, including key milestones and timeline
- Provide a comprehensive service cost to the City covering capital, operational, and maintenance costs

The Lump Sum Price includes all staff labor, materials and equipment, direct and indirect costs and expenses, subcontract costs, overheads, mark-ups and profits, including escalation and contingencies.

Performance of Phase I Services for the Lump Sum of:

_____ (\$_____).

Note: If at the completion of Phase I Services, the Owner does not contract for Phase II Services with the Proposer or contracts with others for Phase II Services, the Owner has no further obligations to the Proposer other than providing payment for Phase I Services completed.

CONTRACT TIMES – THE PROPOSER AGREES THAT THE WORK WILL BE:

Phase I Services, as may be adjusted by the Owner, shall be complete and provided to the Owner in accordance with the terms and conditions of the Agreement for Phase I Services on or before the dates indicated in the Schedule after Notice to Proceed with Phase I Services.

EXHIBITS – THE FOLLOWING DOCUMENTS ARE ATTACHED TO AND MADE A CONDITION OF THIS PROPOSAL:

A. Proposer’s Statement of Qualifications, dated: _____

MISCELLANEOUS

A. Communications from the Owner concerning this Proposal shall be directed to the individual at the address, e-mail address, phone number, and facsimile number of the Proposer indicated below.

B. The terms used in the Proposal, which are defined in the General Conditions of Contract Between Owner and Design Builder, have the meanings assigned to them in the Contract Documents.

No proposals will be accepted by those not in attendance at the mandatory pre-proposal meeting.

Submitted by (Proposer to fill in all blanks):

A. By: _____ (SEAL)

B. Signature: _____

C. Title: _____

D. Address: _____

E. Phone No.: _____ E-Mail _____ Facsimile No.: _____

F. State of Incorporation: _____

G. Out-of-State Corporation Business Authorization : Attached (Yes) (No)

H. Architect’s Registration Name/Number: _____

I. Submitted on _____ (Proposer to enter date of signature)

END OF PROPOSAL FORM

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is hereby entered into this ___ day of _____, 2025, by and between the City of Manhattan, Kansas, a municipal corporation (hereinafter “City”), and _____ (hereinafter “Consultant”).

WHEREAS, the City desires to obtain professional services to plan and design a solid waste collection program tailored to the needs of the Aggieville business district within the City of Manhattan (hereinafter “Project”); and,

WHEREAS, Consultant is a professional company, with local offices located at _____.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Professional Services:

- A. City agrees to retain Consultant and Consultant agrees to perform and complete the services for the project that are described in detail in the Scope of Work, attached as Exhibit A and incorporated herein by reference (hereinafter “Services”).
- B. The City reserves the right to direct revision of the Services at the City’s discretion. Consultant shall advise the City of additional costs and time delays, if any, in performing the revision. Once these issues are resolved, the parties shall execute an amendment to this Agreement setting forth such revision. If revisions of the Services are necessary due to Consultant’s error or omission, Consultant shall provide the services and materials associated with such revisions, at no additional cost to the City.
- C. Consultant shall not provide any services or materials not described by this Agreement unless Consultant obtains prior written consent from the City. If the City gives prior written consent for supplemental services, the City shall compensate Consultant with a fee mutually agreed upon by the parties prior to performance of the supplemental services. Any supplemental services or materials provided by Consultant without the City’s prior written consent shall be at Consultant’s own risk, cost, and expense, and Consultant shall not make a claim for compensation from the City for such work.

2. Standard of Care

- A. Consultant shall exercise, and cause its subconsultants to exercise, the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and an experienced professional in the relevant professional field under similar circumstances. At the City's request, Consultant shall re-perform the Services which fail to satisfy this standard of care. If Consultant or its subconsultants fail to possess or exercise such care, skill and diligence in providing all Services, Consultant shall indemnify, and hold harmless, the City from any suits, actions, proceedings, judgments, claims, losses, liens, damages, or injuries, (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), to the extent any of such arise out of such failure.
- B. Consultant represents it has all other necessary licenses, permits, and certifications required to perform the Services described herein, or to cause such Services to be performed by its subconsultants.
- C. Consultant shall comply with, and cause its subconsultants to comply with, applicable federal, state and local laws, orders, rules and regulations relating to the performance of the Services.
- D. Non-Discrimination. During the term of this contract, the Consultant shall comply with the following Non-Discrimination/Equal Employment Opportunity Program Requirements:
 1. During the performance of this contract, the Consultant, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
 2. Requirements of the State of Kansas:
 - a. The Consultant shall observe the provisions of the Kansas Act against

Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, or age, except where age is a bona fide occupational qualification reasonably necessary to the normal operation of the particular business;

- b. In all solicitations or advertisements for employees, the Consultant shall include the phrase, "Equal Opportunity Employer," or a similar phrase to be approved by the "Kansas Human Rights Commission";
- c. If the Consultant fails to comply with the manner in which the Consultant reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 44-1031, and amendments thereto, the Consultant shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
- d. If the Consultant is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the Consultant shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
- e. The Consultant shall include the foregoing subsections a-d in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor;
- f. The provisions of this Subsection 2-D-2 shall not apply to this Agreement if: (1) the Consultant employs fewer than four employees during the term of this Agreement; or (2) the Consultant's contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

3. Compensation & Audit by City

- A. As consideration for providing the Services, the City shall pay Consultant the actual cost of its time spent in providing the Services, in a total amount not to exceed \$_____ Consultant acknowledges and agrees that the total cost to complete the Project shall not, in any way, exceed listed amount per project without

prior written approval by the City.

- B. Consultant shall submit an itemized invoice to the City on the first of each month. City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Consultant of the nature of the dispute regarding the balance.
- C. At the City's request, Consultant shall permit the City, or any authorized representative of the City, at all reasonable times, to access and examine all records, books, papers or documents related to Consultant's performance under this Agreement, including, but not limited to, expenses for subconsultants, agents or assistants, direct and indirect charges, and detailed documentation for all such work performed.

4. Schedule & Delay

- A. Unless otherwise directed by the City, Consultant shall commence performance of the Services upon execution of this Agreement.
- B. Consultant shall deliver the Services in their entirety on or before January 1, 2026.
- C. Neither the City nor the Consultant shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, unusually severe weather conditions, floods, tornadoes, earthquakes, fires, pandemics and epidemics; wars, riots and other civil disturbances; strikes, lockouts, and other labor disturbances; or judicial restraint. Should such a circumstance occur, the non-performing party shall, within a reasonable time, give the other party written notice describing the circumstances and the anticipated date to resume performance of the Agreement.
- D. If Consultant's performance is delayed due to delays caused by the City, Consultant shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

5. Liability & Indemnification

- A. Consultant shall indemnify and hold harmless the City, and its departments, elected officials, officers, employees and agents, from and against all suits, actions, proceedings, judgments, claims, losses, liens, damages, and injuries, (including

reasonable attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), to the extent any of such arise out of or have been connected with, Consultant's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Consultant's employees, agents and subconsultants.

- B. Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Consultant whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

6. Insurance

- A. Consultant shall purchase and maintain, at its expense, insurance coverage as required in this Section for the term of this Agreement. The failure to purchase and maintain the minimum insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate or suspend this Agreement. Compliance with the insurance requirements set forth in this Section to purchase and maintain insurance shall not in any manner limit or qualify the liability and obligations otherwise assumed by the Consultant in the written contract/agreement. Consultant shall furnish any or all insurance certificates to the City, as requested by the City. Insurance Companies must be rated a minimum "A-" by the Best's Key Rating Guide's latest edition.
- B. The Consultant shall purchase and maintain insurance of the following types of coverage and limits of liability:
 - 1. Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence form CG00 01 1096 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent consultants, products-completed operations, and personal and advertising injury.
 - c. Consultant shall maintain CGL coverage for itself and all additional insureds for the duration of the Project and maintain Completed

Operations coverage for itself and each additional insured for at least 3 years after completion of work.

- C. Consultant shall provide, prior to the commencement of its provision of Services for the Project, a certificate of insurance illustrating compliance with the insurance requirements outlined above. This certificate and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City of Manhattan, Kansas, Attn: Deann Tiede, Risk Manager, 1101 Poyntz Ave., Manhattan, KS 66502.

7. Assignment of and Responsibility for Personnel

- A. Consultant's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance.
- B. While upon City premises or property under the City's control, the Consultant's employees, agents, and subconsultants shall be subject to the City's rules and regulations respecting its property and the conduct of its employees thereon.

8. Ownership & Reuse of Documents

- A. All drawings, specifications, test reports, and other materials and work products which are prepared or furnished by the City prior to this Agreement, or for the performance thereof, shall remain the City's sole property. The City shall make available to Consultant the copies of such materials as necessary for Consultant to perform the Services.
- B. All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and such information and documents (the "Project Instruments") prepared by Consultant shall become the property of the City. The City shall be entitled to the possession and use of the Project Instruments, subject to the provisions of Subsection C, hereinafter; provided, however, nothing contained herein shall be deemed to prevent, or prohibit, Consultant's retention, and use, of the Project Instruments for its own purposes. At the City's request, Consultant shall give

the City all materials obtained or produced in the course of the Services. The City makes no warranty as to the compatibility of computer data files with computer software or software releases other than that used by Consultant in performing services herein.

- C. The City understands that the reuse of the Project Instruments without written verification or adaptation by Consultant for the specific purpose intended by the City shall be at the City's sole risk and without liability or legal exposure to Consultant. The City further agrees not to transfer the right of possession, or use, of the Project Instruments to third parties.

9. Relationship of the Parties

- A. The City and Consultant agree that the Consultant shall be and remain an independent contractor in the performance of the Services. Consultant's employees, agents, or subconsultants shall not be considered employees of or subject to the direction and control of the City.
- B. Consultant shall be solely responsible for the supervision and performance of all subconsultants/subcontractors to perform under this Agreement.

10. Notices

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section.
- B. Notices sent by the Consultant to the City shall be sent to:
 - Jason Hilgers
 - 1101 Poyntz Avenue
 - Manhattan, KS 66502
- C. Notices sent by the City to the Consultant shall be sent to:

11. Term & Termination

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties. This Agreement shall terminate upon completion of all Services to the satisfaction of the City, and upon final payment by the City.
- B. Notwithstanding Paragraph 11-A, the City reserves the right and may elect to

terminate this Agreement at any time, with or without cause. The City shall compensate Consultant for the Services that have been completed to the City's satisfaction as of the date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

12. Miscellaneous Provisions

- A. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.
- B. **Venue and Jurisdiction.** The parties agree any legal action arising out of this Agreement shall be filed solely in the Riley County, Kansas, District Court or the U.S. District Court of Kansas, as appropriate.
- C. **Entire Agreement.** This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Consultant.
- D. **Severability.** If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms and provisions shall remain in full force and effect.
- E. **Waiver.** The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision or breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- F. **Assignment.** Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the City and Consultant. Consultant shall not assign any interest in this Agreement without the City's prior written consent. If Consultant assigns an interest in this Agreement without the City's prior written consent, such assignment shall be void, and City may immediately terminate or suspend this Agreement.
- G. **Successors and Assigns.** Subject to Paragraph 12-F, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
- H. **Third Parties.** The Services to be performed by Consultant are intended solely for the

benefit of the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CONSULTANT:

CITY OF MANHATTAN:

ATTEST:

Karen McCulloh, Mayor

Chelsea Johnson, Assistant City Clerk



**ADDENDUM NO. 1
STATEMENT OF QUALIFICATIONS/REQUEST FOR PROPOSALS
AGGIEVILLE WASTER SERVICES
PROJECT NO. CM2502**

September 24, 2025

A. How are these services going to be paid for? Is this one bill to the City or are we billing each business individually?

City staff has provided a couple of options for the City Commission to consider. It will really be the call of the elected officials once we have the infrastructure in place and are ready to implement. City staff has offered two scenarios (there could be others): 1. The City holds the contracts and uses transient guest taxes to pay for the services. 2. It becomes part of the Business Improvement District (BID) fees paid by the businesses – collected by the City – and either paid by the City or move that money to the ABA to administer the trash collection contract. The Commission controls this BID annually via ordinance. We don't see it as a choice or relationship for each business individually.

B. After completion of Phase 1, does the chosen contractor automatically proceed to Phase 2 or is Phase 2 open to all refuse haulers to bid on?

The Commission will decide how to proceed after Phase 1. If they wish to proceed, we will recommend continuing with the selected hauler for Phase 1. We anticipate that it will be a 5-year deal.

C. Do you have a timeline for Phase 2? When would it start? Are you going to sign a 3 year or 5 year contract?

City staff would like to be constructing all 5 sites for compactors by mid-2026. We need to move on the site next to the hotel under construction in the spring of 2026. Again – going to be a decision we look to the Commission to concur with early in 2026 as Phase 1 is complete and we move into Phase 2.

Juan Hilgen

Deputy City Manager
City of Manhattan

September 24, 2025

Date