

BIOSOLIDS HAULING CONTRACT
One (1) year Agreement

AGREEMENT

This is an agreement between the City of Waukesha, a Wisconsin municipal corporation acting through its Wastewater Treatment Facility (hereinafter WWTF) and United Liquid Waste Recycling, Inc. (hereinafter ULWR).

1. TERM

Term will encompass the 2016 hauling season and will be in effect from the date of signature of this agreement through December 31, 2016. ULWR may request a one-year extension of this agreement in writing no later than November 30, 2016, which may be granted, but is not required to be granted, by the Common Council of the City of Waukesha upon the recommendation of its Board of Public Works. The term of the extension, if approved, would be January 1, 2017 through December 31, 2017.

2. SERVICES

ULWR shall haul biosolids from WWTF under the following terms and conditions:

- a. ULWR must possess a valid WID identification number. The special waste permit must be displayed on the trucks during the hauling.
- b. ULWR trucks must be properly licensed in Wisconsin.
- c. ULWR will provide a list of trucks to be used during the hauling event. This list will include license numbers of trucks and trailers (if applicable).
- d. ULWR trucks must be of a size large enough to haul a minimum of 20 cubic yards.
- e. ULWR trucks must have the capability of being covered to prevent spillage during hauling operations.
- f. Weight receipts must be generated for each load by WWTF unless other arrangements are approved by the WWTF superintendent.
- g. ULWR shall choose land application sites from the WDNR current list of approved WWTF sites, or be responsible for the acquisition of suitable sites and obtaining WDNR approval of these sites prior to land application.
- h. ULWR shall be responsible for WDNR required soil testing under Wisconsin Administrative Code NR204.06. Analysis shall be performed by a State of Wisconsin certified laboratory.
- i. ULWR shall not apply biosolids to sites (or portions of sites) with a soil pH of less than 6 s.u.
- j. ULWR shall not apply biosolids to any site at greater than the WDNR recommended rate. Rate calculations shall include residual nitrogen from biosolids for the two previous crop years.

- k. ULWR shall provide all information regarding land application including landowner information, location, soil testing, solids application rates, daily log sheets, and nutrient calculations to the WWTF no later than January 15, 2017. Additional information will be provided to the WWTF as requested.
- l. All bio-solids must be removed from the WWTF solids storage building no later than November 19, 2016 unless prior arrangements are approved by the WWTF superintendent in writing.
- m. ULWR must provide a Spill Recovery Plan that will be followed in the event of a loss of hauled material on any public or private highway or right of way. Spill plan is incorporated into this agreement by reference.
- n. WWTF will load ULWR trucks and check the weight of each truck.
- o. WWTF will provide ULWR the most recent available analysis for the biosolids.
- p. Biosolids may be hauled in legal quantities deemed appropriate by ULWR limited only by the availability of WWTF personnel to load and weigh the biosolids.
- q. ULWR shall provide straw, or other suitable material, to be spread on the floors of dump trailers so that the biosolids will slide from the trailer more easily. This should prevent sticking in the trailers and reduce the amount of biosolids hauled more than once.
- r. ULWR shall reimburse the WWTF if WWTF staff is required to work overtime to meet deadlines in this agreement. This shall be accomplished through a reduction in the amount remitted by the WWTF for invoices received from ULWR.

3. PRICING

In return for performing the services described herein, WWTF will pay ULWR the sum of \$12.49 per ton of biosolids hauled through December 31, 2016. ULWR will send a monthly invoice that includes tonnage hauled. WWTF will review the invoice and, if in agreement, will pay the full amount within thirty (30) days of receipt.

4. QUANTITY

ULWR shall haul biosolids produced at WWTF during the term of this agreement. WWTF provides no guarantee as to the total tonnage of biosolids which will have to be hauled during each year of this agreement.

5. INTERPRETATION OF AGREEMENT TERMS

When any question or dispute shall arise as to the interpretation and/or implementation of any terms and conditions of this agreement, the determination of WWTF staff shall be final.

6. PENALTIES

A monetary penalty of up to \$250 per day may be imposed by the WWTF upon ULWR for failing to comply with the Agreement. This would include but not be limited to failure to complete hauling by a specific date without prior request and approval of a date extension; failure to perform required soil testing and reporting; failure to provide application rate data. The penalty for failing to meet the November 19, 2016 completion date under paragraph 2(l) will be \$250 per day. Any failure to comply with terms may lead to non-renewal of the Agreement.

7. ASSIGNMENT

ULWR shall not assign or subcontract the whole or any part of this agreement without the advanced written approval of WWTF. Any assignment will be subject to all terms and conditions of this agreement.

8. INDEMNIFICATION

ULWR will save, indemnify and hold harmless City of Waukesha, WWTF, their employees and agents, against any and all claims, damages, loss, actions, liability, judgments, costs, expenses, and expenses of any kind whatsoever, which may in any way accrue against the City of Waukesha, WWTF, their employees and agents, as a consequence of the granting of the agreement, or that may in any way result from that grant, whether or not it shall be alleged or determined that the act was caused through the negligence or omission of ULWR, its employees, agents, or subcontractors, arising out of the performance of the agreement.

9. INSURANCE

ULWR will furnish a current certificate of insurance with The City of Waukesha as an additional insured.

ULWR, at its own expense, shall maintain insurance coverage as follows:

General Liability including Products or Completed Operations
Bodily injury - \$5,000,000/5,000,000
Property Damage Liability – \$4,000,000

Workers Compensation
Statutory – \$100,000

10. PERMITS AND LICENSES

ULWR shall be required to procure at ULWR expense all permits and license required by law.

11. CONFORMITY WITH ALL APPLICABLE LAWS

This ULWR will abide the laws of the United States of America, the State of Wisconsin and the City of Waukesha.

12. NOTICES

Any notice required under this contract shall be in writing, except in case of emergency when notice may be verbal. Notice shall be given as follows:

To the City:

City of Waukesha Wastewater Treatment Facility
600 Sentry Drive
Waukesha, WI 53186-5950
262-524-3625

To United Liquid Waste Recycling, Inc.

United Liquid Waste Recycling, Inc.
Robert W. Tracy, Jr. – President
P.O. Box 247
Clyman, WI 53016

13. SAFETY

It shall be ULWR's responsibility to meet all applicable safety standards imposed by law and practiced within the industry, including but not limited to, the WWTF's Plant Safety Rules for Contractors, which shall be provided to ULWR by WWTF staff and signed for upon receipt by a duly authorized representative of ULWR.

14. WAIVER

The waiver by WWTF of any of its rights under this contract on one or more occasions shall not preclude WWTF from enforcing that right at a later time.

15. AMENDMENT

This agreement may only be amended by a written document signed by both parties. This document is deemed to constitute the entire agreement between the parties.

16. TERMINATION

WWTF may terminate this agreement for any reason by giving a thirty (30) day notice in writing to ULWR.

This agreement is executed by the duly authorized agents of the parties this

_____ day of _____, 2016.

CITY OF WAUKESHA

UNITED LIQUID WASTE RECYCLING, INC.

City of Waukesha - Mayor

Robert W. Tracy, Jr. – President

City of Waukesha - City Clerk