

AGREEMENT

Removal and Transportation of Lime Residuals Project

This Agreement, made and entered into this 15 day of October, 2018 by and between:

The City of Lawrence, Kansas, a municipal corporation in the county of Douglas, State of Kansas, (hereinafter "City") with principal offices at 6 E. 6th Street, Lawrence, Kansas 66044 and RD Johnson Excavating Company (hereinafter "Contractor"), a corporation with its principal place of business at 1705 N. 1399, Lawrence, KS 66046.

WHEREAS, the City has authority under the laws of the State of Kansas to enter into a contract for the application of lime residuals located at the Wastewater Treatment Facility or the Clinton Water Treatment Facility; and

WHEREAS, Contractor is a firm experienced and qualified to remove, transport, and reuse lime residuals from the treatment facility;

NOW THEREFORE, in consideration of the mutual agreement herein contained, and subject to the terms and conditions herein stated, parties hereto agree as follows:

I. PURPOSE

The City agrees to engage Contractor as an independent contractor to supply all labor, equipment, and materials necessary to perform the lime lagoon cleaning, semi-solid lime residual removal from the lime storage lagoons located at the Clinton Reservoir WTP and the Kansas River WWTP (hereinafter "the facility"), and beneficial reuse of the lime residuals.

II. SCOPE OF SERVICES

Under this agreement, Contractor shall be responsible for the following:

1. Acceptance and Removal of Lime Residuals. Contractor shall accept from the City lime residuals that are suitable for beneficial use as a soil or fill replacement as described in Contractor's proposal, attached hereto as Exhibit A. Lime residuals are to be removed from the lime storage lagoon at the Facility. Contractor shall be responsible for completing all approvals, requirements, analysis, identification of reuse sites, transportation, and reuse. All activities must be conducted in a manner, which is in compliance with all existing regulations, monitoring, reporting, and calculation requirements, as well as Lawrence Utility Management System (LUMS) requirements. The Contractor shall abide by all local laws, regulations, ordinances and

applicable guidelines as described in the "Contractor responsibilities and Hazard Communication Notification - Field" memorandum.

2. Transportation of Lime Residuals. The contractor shall supply the necessary labor, equipment, and materials to safely and efficiently perform all coordinating, loading, transporting and beneficial reuse of the material removed. The contractor shall allow the City to obtain a representative sample for Total Solids tracking. Contractor shall warrant that all drivers transporting lime residual have valid commercial driver's licenses. The Contractor shall transport the lime residuals in covered transport vehicles to a suitable pre-determined off-site storage site for further drying prior to use. Contractor shall further warrant that all vehicles used to remove and transport the lime are insured in accordance with state laws. The vehicles utilized for the transportation of the City's lime residuals shall not leak lime residual material to the outside. All unloading gates will have manual turn buckles on them to be secured after each unloading. Contractor shall clean any lime residuals off tires, trailer, and any other equipment prior to leaving the Facility and prior to leaving the off-site storage area.

3. Off-site Storage and Beneficial Use. Contractor shall remove the lime residuals to a suitable, pre-determined off-site storage site and reuse it in accordance with all applicable federal, state, and local regulations, but shall not be stored for a period longer than 1 year after removal from the facility.

Contractor shall assure that lime will not leave the pre-determined off-site storage site until it is reused, nor enter waterways, ditched, or other water bodies. The Contractor shall use berms, silt fence, or other appropriate methods to control and eliminate run-off of the lime from the off-site storage area, as necessary. Lime material shall not be used to fill ditches or any other area that will likely erode due to run-off, unless berms, silt fence, or other methods are employed to prevent erosion.

4. Records. The contractor shall keep and maintain records that will enable the City, as well as the contractor, to ascertain and determine clearly and accurately the total volume of material removed. The method of record keeping by the contractor is subject to the City's approval. Records shall conform to those required under federal, state, state and local regulations and the LUMS requirements.

Contractor shall provide to the City a duplicate copy of each load sheet which details the following: date of removal, time truck left the Facility, truck number, driver name, and weight of lime residuals hauled. One copy of the load sheet(s) will remain with the City and the other will remain with Contractor. Weight tickets will be supplied to the City. The City will provide the contractor with the % Total Solids analyzed from the samples received.

Contractor shall weigh each truck loaded and empty a minimum of twice daily. The Contractor shall retain records required under this Agreement for a period of two years, and shall make them available to the City, upon the City's request.

5. Review of Operations. Contractor shall allow City to inspect any off-site storage sites used for the City's lime residuals and allow City to monitor daily operations with respect to all aspects of the City's lime residuals. The City reserves the right to cease Contractor's operation any time that Contractor's actions are perceived as detrimental to the program or the public health or safety until such items are corrected. The Contractor shall provide the City copies of all correspondence, reports, and documents relating to its work under this Agreement, upon request by the City.
6. Modifications to Structure. Contractor shall not make any modifications to City property including roadways, sidewalks, fences, landscaping, or any other property without prior written approval from the City. The Contractor may not adversely affect the Facilities treatment process in any way. The Contractor shall leave the Facility in the original condition. The Contractor shall properly dispose of all trash, used motor oil, and other waste or debris.
7. Emergency Response. In the event of a spill or regulatory problem involving lime residuals from the City, Contractor shall promptly notify the City. In the event that such events are attributed to Contractor, Contractor shall provide for the prompt clean up of any spill from the Contractor's equipment, to the City's satisfaction, or shall promptly reimburse the City for any costs of cleaning up spills which, at the City's option, are cleaned up by the City. The City may require the Contractor to reimburse the City for any fines associated with regulatory violations determined to be the fault of the Contractor.
8. Good Faith. If the Contractor is unable to remove the City's lime residuals as the result of strikes, acts of God, or other occurrences not reasonably within the province and control of Contractor, Contractor shall not be liable for any additional costs incurred by the City, and Contractor will not be deemed in default under this Agreement unless thirty (30) days after the impediment has been resolved or eliminated, Contractor fails or refuses to remove lime residuals tendered to it.
9. Insurance and Bonds. Contractor shall provide the City an insurance certificate evidencing the insurance coverage requirements set forth in the City of Lawrence RFP # R1816 for the term of the contract. Contractor shall provide a performance bond to the City for the contract amount, which is to be based on the units anticipated to be handled throughout the duration of this contract.

III. CITY'S OBLIGATIONS

The City shall be responsible for the following:

1. Ingress and Egress. City shall provide ingress and egress to Contractor to facilitate the removal of lime residuals from the Facility to include dike areas, gates, and access roadways.
2. Lime Tender. City shall tender lime residuals generated by the City for removal, transportation and reuse as a specified Contractor's Proposal (Exhibit A). The City and the Contractor may agree to modify the quantity to include additional lime residuals removal work through written agreement.
3. Payment. The City shall pay the Contractor as set forth in Section V of this Agreement.
4. Relative Knowledge. The City shall provide necessary information to Contractor regarding the generation and composition of the lime residuals.
5. Lime Residuals Quality. The City shall maintain a good quality lime residuals that are acceptable for the proposed use. The City shall not be liable for lime residuals of a lower quality, should said condition be the result of acts or occurrences beyond the City's control.
6. Laboratory Testing of Lime Residuals. All additional analysis requirements for the reuse of the lime residuals in the manner described are the responsibility of the Contractor, which will provide copies of all documents and reports to the City.

IV. FREQUENCY OF LIME RESIDUALS REMOVAL

This agreement is based on the removal of lime residuals present at the Facility. The timing of lime residuals removal is expected to be January 2019. The removal schedule is subject to City approval.

V. COMPENSTION

1. Price. The City agrees to pay Contractor for services as described in Contractor's proposal (Exhibit A) for lime residuals handling, transport, off-site storage, and reuse at the following rate:

\$13.25 per cubic yard of lime residuals material but in no event shall it exceed the \$135,000 budget established for the project.

2. Invoices. Invoices are to be submitted to the City on a monthly basis for work completed during the prior month. The Contractor shall include the purchase order number on each invoice.

VI. TERM OF AGREEMENT

This agreement shall be valid beginning January 1, 2019 and ending upon completion of the project, unless otherwise terminated by the parties. The agreement may be extended for additional lime removal events upon written mutual agreement, and the consent of the City Commission. If the Agreement is extended, the compensation may be adjusted to account for inflation.

VII. INDEMNIFICATION

The Contractor shall hold the City, its agents, officials, and employees free and harmless and shall indemnify the City from loss from each and every suit, liability, expense, damage or claim, or demand of whatever nature, made on behalf of or by any person or persons, for any wrongful act or omission on the part of the Contractor, its employees, agents, officials, and contractors. The City shall hold the Contractor, its agents, officials, and employees free and harmless, and shall indemnify Contractor from loss from each and every suit, liability, expense, damage or claim, or demand of whatever nature, made on behalf of or by any person or persons, for any wrongful act or omission on the part of the City, its employees, agents, and officials.

VIII. EQUAL OPPORTUNITY AGREEMENT

The Contractor agrees that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry. The contractor shall in all solicitations or advertisements for employees include the phrase "equal opportunity employer". The contractor agrees that if the contractor fails to comply with the manner in which the contractor reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44 -1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the City. If the contractor is found to be guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the City.

IX. TERMINATION

This agreement may be terminated by either party with just cause for default by providing ten (10) days written notice to the other party at the addresses stated herein providing the default has not been corrected within the 10 days. This agreement may be terminated by either party for convenience by providing thirty (30) days written notice to the other party at the addresses stated herein. For purposes of notification, delivery of the notification shall be through the United States Postal Service, certified mail.

X. ACCEPTANCE

We accept the terms and conditions of this agreement as prepared and presented this 15 day of October, 2018. By signing the acceptance of this agreement, the individuals warrant that they have the authority to bind the respective parties in this agreement.

Accepted by:

RD Johnson Excavating Company

City of Lawrence KS

By: [Signature]

By: _____

Title: Estimator / PM

Tom Markus, City Manager

Date: 10/16/2018

Date: _____

Witness: [Signature]

Witness: _____