

Transportation & Land Application of Sludge



City of Whitewater

October 21, 2022

HPC Industrial LLC

CONFIDENTIALITY STATEMENT

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Tim Reel
City of Whitewater
Wastewater Treatment Facility
Hwy U
Whitewater, WI 53190
262-473-0560
treel@whitewater-wi.gov

RE: Sludge hauling 2023-2026

Dear Mr.Reel:

HPC Industrial would be willing to offer the follow pricing for the 2023-2026 biosolids hauling contract for the City of Whitewater. This would include the transportation, land application, locating land app sites and provide the information required by the WDNR for the annual land application reports.

2023	\$.042/gallon
2024	\$.042/gallon
2025	\$.045/gallon
2026	\$.045/gallon

Fuel surcharge of 1% for every \$.10 fuel is over \$3.00 per gallon total invoice.

Thank you for giving HPC Industrial opportunity to provide you with these services. Please let me know if you have any questions.

Sincerely,

LeRoy Loofboro
Branch Manager
HPC Industrial LLC
[Phone] 920-605-6430
Loofboro.Leroy@hpc-industrial.com

General Conditions

This Agreement is between the Customer identified below City of Whitewater and HPC Industrial Services, LLC ("HPC"). In consideration of the mutual covenants contained herein, the parties agree as follows:

Article 1. Term

This Agreement shall have an initial term of one (3) year from the date hereof and shall continue in effect thereafter provided, either party may terminate this Agreement at any time upon thirty (30) days prior written notice.

Article 2. Services

This Services performed pursuant to this agreement shall be set forth on the attached Exhibit A – Scope of Work.

Article 3. Payment Terms

Payment terms shall be net fifteen (30) days from the date of invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, on all amounts outstanding more than fifteen (30) days. Customer shall be responsible for all costs incurred by HPC to collect any payments due under this Agreement, including reasonable attorneys' fees. In the event of a change in Customer's financial condition, HPC reserves the right to modify payment terms, or to immediately stop work.

Article 4. HPC's Warranties

HPC warrants the services performed hereunder will be rendered in a workmanlike fashion and that equipment and materials will be of the quality necessary for performance of the Services. There are no express warranties other than those specified herein. No warranties by HPC shall be implied or otherwise created under any applicable law, including but not limited to warranty of merchantability or warranty of fitness for a particular purpose. The rights and remedies expressly provided in this Agreement shall be the exclusive and sole rights and remedies of Customer.

Article 5. Customer Warranties

Customer shall provide full and complete information regarding its requirements for the Services, the work site, surface and subsurface conditions, access, utility locations, site boundaries, and other reports, documents or information that may be reasonably requested by HPC. Customer shall communicate to HPC all special hazards or risks known to the Customer that are related to the performance of the Services pursuant to this Agreement.

Article 6. Changes in Work

Customer agrees to pay HPC at the rates set forth in this Agreement (or if no rates are set forth, at HPC's then published rates) for any changes in the Services requested by Customer, regardless of whether such request by Customer is verbal or in writing.

Article 7. Latent or Subsurface Conditions

In the event subsurface or latent conditions at the work site materially differ from those indicated in the contract documents or if the latent or subsurface physical conditions are of an unusual nature not ordinarily found to exist in environmental service activities identified in the contract documents, HPC shall be entitled to an equitable adjustment of the Contract price and time.

Article 8. Indemnification

Each Party ("Indemnifying Party") agrees to indemnify, save harmless and defend the other Party ("Indemnified Party") from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which the Indemnified Party may hereafter incur, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by:

(1) the Indemnifying Party's breach of any term of this Agreement, or (2) the negligence or willful misconduct of Indemnifying Party. HPC shall not be liable to Customer for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

The Customer agrees that HPC's liability under this Agreement and Scope of Work shall not exceed the amount paid to HPC by Customer.

Article 9. Insurance

HPC shall maintain at its own expense during the term of this Agreement the following insurance coverages:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employer's Liability	\$2,000,000
c. General Commercial Liability	\$2 million per occurrence \$4 million aggregate
d. Automobile	\$5 million combined single limit
e. Contractors Pollution Liability	\$10 million each Claim \$10 million all Claims

Article 10. Excuse of Performance

The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause(s) beyond its reasonable control.

Article 11. Additional Provisions

Pre-existing Contamination - Customer agrees that HPC shall not be responsible or liable for pre-existing contamination at any job location.

Rights to Inventions, Ideas and Concepts - The Customer expressly waives any and all rights to any ideas, concepts, techniques, inventions, processes, or works of authorship developed by HPC pursuant to this Agreement.

Waiver - Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Severability - If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.

Entire Agreement - This Agreement and any exhibits hereto represents the entire understanding and agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted document issued by Customer shall be void and are hereby expressly rejected by HPC. Any modifications to this Agreement shall be in writing and shall be signed by Customer and HPC. **Law to Apply** - The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Document Acceptance Signatures

The undersigned guarantor IN WITNESS WHEREOF, a duly authorized representative on behalf of the Client, guarantees to HPC Industrial Services, LLC the prompt payment of all sums due under this agreement. Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

CUSTOMER ACCEPTANCE:**City of Whitewater**

X John S. Weidl
Signature

X John Weidl
Printed Name

X City Manager
Title

X
Purchase Order Number

X 12-14-2022
Date

- The acceptance page must be completely executed and returned to HPC Industrial Services, LLC either by mail, fax or email granting HPC Industrial Services, LLC the approval and authority to start the work stated herein. Please be advised that once this has been received by HPC Industrial Services, LLC, any cancellation or rescheduling by the Client will be subject to cancellation/rescheduling charges.
- The signing of this proposal by the above Client authorized representative gives HPC Industrial Services, LLC the approval, acceptance and authority to proceed accordingly.

**HPC Industrial Services, LLC
Authorized Signature:**

X _____
Signature

X _____
Printed Name

X _____
Date

II. Scope of Work

A. Project

The City of Whitewater (City) is seeking proposals to provide hauling and land application services for approximately 1,500,000 gallons of liquid biosolids (annually). All practices must be in accordance with our Wisconsin Pollutant Discharge Elimination System (WPDES) Permit (Outfall 002) and WI Statute NR204. The term of the contract shall be for 2023 through 2026 with an optional (2) year extension. Annual projection completion date is December 31st. Accepted contract price shall remain in effect until project is completed.

B. Scope of Services

Contractor Responsibilities-

1. Properly licensed by the State of Wisconsin Department of Natural Resources (WDNR) for Biosolids hauling and land application services.
2. Provide a list of emergency and after hours contact numbers.
3. Provide all equipment necessary to transport, land apply and incorporate biosolids.
4. Responsible for keeping all roads clear of mud to avoid complaints from Township, residents and for public safety. Maintaining roads shall not be paid separately but shall be consider incidental work related to the bid.
5. Provide a copy of a written Spill Recovery Plan that shall be followed in the event of a loss of hauled biosolids.
6. Has extensive knowledge related to WDNR Chapter NR 204 and shall meet all requirements set forth in NR 204 related to biosolids disposal and record keeping.
7. Responsible for obtaining WDNR approved sites for biosolids land spreading. Prior to submitting, for approval, these sites shall be submitted to the City for review. All field sites previously held and those obtained on behalf of the City shall remain as City sites.
8. Responsible for communication with and obtaining necessary approvals from local townships for use of roadways while performing work on behalf of the City.
9. Responsible for all costs related to soil testing. Testing to be performed in accordance with UW Extension A2100 soil sampling bulletin and WDNR Chapter NR 204.
10. Share soil test reports (can use soil report obtained from landowner if soil analysis was completed with the past four (4) years), with the City, prior to land application.
11. Provide the City with records, within 15 days of completion, of each seasonal (spring/fall) hauling event, to include: a completed copy of WDNR form 3400-056, 3400-054, a field map indicating the specific area where land application occurred, daily haul sheets and any other information requested by the City that may be necessary for WDNR permit compliance.
12. The City will allow the Contractor to review all City obtained and WDNR approved field sites. The Contractor may use these field sites, with all necessary approvals, on the Cities behalf. No transferring of field sites will be allowed. A copy of WDNR obtained site approvals shall be forwarded to the City.
13. Prior to applying biosolids, the City shall provide the Contractor with the most recent test results to be used for finalizing biosolids application rates. Provided test results can be used for the bid process.
14. The City will provide training to the awarded Contractor for use of the Truck Loadout Station. As necessary written procedures will be developed to guarantee an efficient

hauling process along with successful operation of utility equipment and infrastructure in a manner that does not negatively impact other treatment processes.

15. The City reserves the right to inspect all equipment and or field sites at any time.
16. In order to minimize complaints, working hours shall take into consideration use of adjacent land and structures. No work shall be allowed on Sundays unless approved by the City. No work shall be allowed on Holidays.
17. If the Contractor fails to perform its obligations, the City may terminate this contract upon ten (10) days written notice.

C. Biosolids Information

Year	Volume	Land Req'd.	% Solids
2018	1,932,886	100.5	2.1
2019	1,153,970	82.7	2.6
2020	1,973,600	155.4	3.3
2021	732,700	60	4.4

D. Cost and Payment

Cost for land application of Biosolids shall be based on a per gallon cost. The Contractor shall provide an itemized invoice to the City within thirty (30) days after work has been completed. The City shall make payment within thirty (30) days of receipt of invoice.

E. Completion of Work

During the fall hauling period the City considers the work completed when our primary truck loadout pump begins to lose or is near losing prime. This is satisfactory two years out of the three-year contract. During one fall hauling period, out of the three-year term, the City will need to draw the storage tank down to near empty state for inspection and maintenance. Due to reduced pumping rates, as much as two additional days may be required in this specific year. All work related to hauling and land application of biosolids shall be completed by December 31st of each calendar year.