AGREEMENT BETWEEN THE CITY OF RAPID CITY AND VEOLIA ENVIRONMENTAL SERVICES

1) This Agreement is entered into this	_ day of _	, 2015 by a	nd between the City of
Rapid City, 300 Sixth Street, Rapid City,	SD 57701,	a municipal corporati	on organized under the
laws of the state of South Dakota, hereina	after referre	d to as the "City," and	l Veolia Environmental
Services, 3230 101st Ave. NE, Blaine, MN	55449, here	einafter referred to as t	he "Consultant."

- 2) Specifications to be followed under this contract are the City of Rapid City Standard Specifications for Public Works Construction (Current Edition) and any Special Provisions, Special Conditions, and/or Detailed Specifications pertaining to this contract.
- 3) The Consultant agrees to perform the work described in the Detailed Specifications for the Project. In exchange, Contractor shall be compensated in an amount not to exceed \$49,789.91. The Consultant will only be paid for work actually performed. If Consultant's actual costs exceed this amount due to unknown conditions or circumstances that were unable to be foreseen, the City and Consultant agree to negotiate in good faith an amendment to this Agreement to reimburse Consultant for such unknown or unforeseeable expenses. The parties understand that Consultant may encounter certain highly reactive materials that require handling and disposal technologies that will cause Consultant's costs to increase. Should such materials be encountered, Consultant shall prepare and provide City with an inventory of such materials and a quote for handling and disposal of such materials. Upon City's agreement with such quote, the parties shall execute an amendment hereto authorizing Consultant to proceed with disposal of the highly reactive materials. Consultant understands that in any case, should the contract total rise above \$49,789.91, City Council approval shall be required. Such approval is limited by funds appropriated and other factors outside the control of the Public Works Director. This Agreement along with attached Informal Ouotations and Detailed Specifications constitutes the entire agreement between the City and Consultant and supersedes all prior written or oral communications. In the event any terms of this agreement conflict with the attached quote, this agreement shall control.
- 4) The Consultant agrees to indemnify, defend and hold the City harmless against all liability, loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable attorney's fees, which the City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of the Consultant and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by the Consultant or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by the Consultant.
- 5) Payment for the work will be made to the Consultant by check after the completion of the contracted work, receipt of a signed voucher, and approval by the Council. Payment shall be made within 45 days after receipt of a signed voucher.
- 6) The Consultant is an independent entity and not an employee, agent, or partner of the City.

7) The Consultant shall obtain and maintain at its expense the following minimum limits of occurrence-based insurance coverage for the duration of this Agreement.

Type of Coverage

Minimum Limits of Coverage

A. Workers' Compensation Employer's Liability

Statutory \$500,000/\$500,000

B. Comprehensive General Liability

(Including Contractual Liability and Completed Operations) Bodily Injury and Property Damage General Aggregate

\$1,000,000 each occurrence

\$2,000,000

C. Commercial Automobile Liability

\$1,000,000 combined single limit

Such insurance policies shall name the City of Rapid City as an additional insured with respect to all activities arising out of the performance of the work and/or services under this Agreement. Acceptable Certificates of Insurance and Endorsements confirming the above coverage shall be filed with the City before commencing any work and/or services. Such Certificates shall afford the City thirty (30) days written notice of cancellation or of a material change in coverage. The City's failure to obtain from the Consultant a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity section.

- 8) This Agreement is made and entered into by the Director of Public Works pursuant to the authority granted by SDCL 9-1-5 and Section 3.04.090 of the Rapid City Municipal Code.
- 9) The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.
- 10) The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any portion of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Dated this	day of	, 2015.
		VEOILA ENVIRONMENTAL SERVICI
		By:
		Its:
		CITY OF RAPID CITY
		Mayor
		ATTEST:
		Finance Officer

September 11, 2015

CITY OF RAPID CITY SD 300 6TH STREET RAPID CITY, SD 57701 Tel: (605) 939-8286

RE: Environmental Services Quotation Ref # Q545008468

Dear BETH-ANNE FERLEY:

Thank you for requesting pricing for the proper handling, treatment and/or recycling of your hazardous and non-hazardous waste from Veolia ES Technical Solutions, L.L.C (Veolia). Based upon the information you provided, we have prepared a customized solution based upon review of that information, and includes the following scope of work list below.

Scope of Work:

- Provide a seven person crew to conduct a mobile Household Hazardous Waste event collection for the City of Rapid City, SD. All personnel are trained and authorized for Hazardous Waste Site Operations per OSHA's 29CFR1910.120.
- Classification of waste materials (DOT Hazard Class).
- Segregation as to compatibility, hazard class and disposal requirements.
- Packaging into DOT approved shipping containers in accordance with DOT regulations (49 CFR), and over packing, when required.
- Proper labeling, according to state and federal regulations.
- Completion of manifests and associated shipping documents.
- Loading and transportation services via MCS-90 endorsed DOT transporter.
- Provide return manifest copies back to the generator within 45 days of shipment.
- Ultimate treatment at a customer approved treatment/recycling facility.
- Complete tracking documentation following the disposition of materials.

All work performed will be in strict compliance with all federal, state and local regulations and laws. CITY OF RAPID CITY, SD must also comply with all applicable laws and regulations pertaining to generators of hazardous waste. Veolia will not accept improperly identified or unidentified materials.

Reactive Chemical Language (if applicable)

Some of the chemicals may not avail themselves for disposal in this manner. Due to their highly reactive nature (chemical explosives, organic peroxides, peroxide formers, pyrophorics, flammable solids, dangerous when wet and other controversial items), innovative disposal technologies have been developed to specifically address these areas.

Should such reactive materials be encountered during the scope of this project, Veolia will identify these and prepare an inventory. This inventory will serve as the basis for a quotation from Veolia's Highly Reactive and Explosive materials specialists. The ensuing quotation will cover all aspects of handling, labor, packaging, transportation and disposal.

Depending upon the method of disposal and the location of the disposal facility, other applicable hazardous waste taxes and/or surcharges imposed by the state will be charged.

The foregoing price quote is firm, provided that the materials covered by the quote conform to the descriptions and quantities listed. In the event that the quantity of material differs from the amount listed in the quote or the nature of the material differs from the description listed, additional charges may apply. This quote will remain valid for thirty (30) days from the date of this

Our services are backed by unwavering commitments to our Customers:

Liability Protection \$15,000,000 in Pollution Liability Insurance backed by an industry leading indemnity program.

Service First, Safety Always
Veolia's commitment to our
customers is that we provide
services in a safe and compliant
manner and the Veolia
commitment to our employees is
that they leave work in the same
condition as when they arrived.

Turning Waste into a Resource A fundamental tenet that drives Veolia employees to find the best recycling and treatment solutions for the most complex, environmental challenges.

Local Service, National Strength Veolia provides customer and technical service at the local level by employees who know and understand regional and state regulations. They are supported by a Fortune 500° organization that has the financial and human resources to ensure success.

Our Customers make us better "When we began discussions with Veolia, we were pleased with the flexibility their company offered to tailor the program to our multiple needs."

Jennifer R. Dolin, Environmental Marketing Manager OSRAM Sylvania letter. This quotation supersedes any previous or existing quotations for similar services. The pricing offered may be subject to proper profiling and approval of the waste stream in accordance with the destination disposal facility's waste acceptance requirements.

In the event you have an existing agreement in place with Veolia, the work will be performed in accordance with the terms of that agreement and no further contracting is required, other than acceptance of this price quote.

Your approval of the quotation can be made by signing the attached document and returning it via fax or email.

To obtain services, we request you complete, sign and return either by fax or email. Once the information is reviewed and approved, we can schedule the work at a time mutually agreed to by both parties.

Feel free to contact me at the number below should you require additional information or have questions about our services. We certainly appreciate the opportunity and look forward to further development of a mutually-beneficial relationship.

Sincerely,

VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.

Mesteride

DUANE ALDRIDGE, OPERATIONS MANAGER

T: (763) 786-3660

E: duane.aldridge@veoliaes.com

AGREED TO AND ACCEPTED BY:

Date: _____

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\$36.00 \$100.00 \$2750.00 \$6250.00 \$90,00.00 \$3990.00 \$1512.00 \$5502.00 Extension Line Total Line Total HOUR EACH EACH EACH EACH ij EACH EACH **AARON UECKER** 12.00 20.00 25.00 2750.00 57.00 108.00 6250.00 Price *** Same Address *** CERTIFICATE TO: CB1 1.00 8. 3.00 2.00 4.00 7 at 10.00 7 at 2.00 Quantity SALES REP TERRITORY: CITY OF RAPID CITY SOLID WAST DIVISION - HHW COLLECTION RAPID CITY, SD 57701 09/10/2015 HOURS ON SITE FOR SATURDAY COLLECTION, TEAR DOWN & LOADING RETURN MANIFEST TO: 300 6TH STREET PERMITTED HAZARDOUS WASTE 48' SEMI TRACTORY TRAILER FROM ADDITIONAL TRAVEL FEE FOR FIIVE (5) TECHNICIANS FROM BLAINE BLAINE, MN TO RAPID CITY, SD. RATE INCLUDES TRAVEL FEE FOR RATES PRIOR TO RECEIPT OF SIGNED VEOLIA SERVICE PROPOSAL MN, TO RAPID CITY, SD. INDICATED FEE BASED ON \$607 ROUND REQUIRED TRAVEL TIME. AN INCREASE IN AVAILABLE AIRFARE MOBILIZATION FEE INCLUDES SET-UP OF COLLECTION SITE ON TRIP AIRFARE RATES AVAILABLE SEPT. 11, 2015 & INCLUDES SEVEN (7) TECHNICIANS FOR ON SITE EVENT COLLECTION. COLLECTION TIMES: 8:00 A.M. - 1:00 P.M. WITH ARRIVAL OF VEOLIA STAFF ON SITE AT 7:00 A.M.. ESTIMATING TEN (10) PER REQUIRED OVERNIGHT STAY - ESTIMATING SEVEN (7) QUOTE DATE: FAX: WILL BE PASSED ONTO THE CITY OF RAPID CITY, SD. 141G - 14 GAL SQUARE FIBER DRUM (ROCON) MOBILIZATION/DEMOBILIZATION FEE MOBILIZATION/DEMOBILIZATION FEE 301G-ROUND 30 GAL FIBER DRUM TECHNICIANS FOR TWO (2) NIGHTS. Description ENVIRONMENTAL SPECIALIST I CITY OF RAPID CITY SOLID WAST **DIVISION - HHW COLLECTION** 051G - 5 GAL FIBER DRUM 800 SAN FRANCISCO STREET CONTACT: BETH-ANNE FERLEY TWO (2) TECHNICIANS. RAPID CITY, SD 57701 (605) 939-8286 WASTE. FRIDAY. PER DIEM MANIFEST FROM: PHONE: Miscellaneous: Service Personnel: Materials:

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No. Q545008468 Page 02



\$455.00 \$210.00 \$105.00 \$64.00 \$140.00 \$34.00 \$103.00 \$1200.00 \$8.00 \$1320.00 \$340.00 \$6.00 \$4058.00 \$124.00 \$124.00 Extension ine Total Line Total EACH EACH EACH DAY EACH EACH EACH EACH EACH EACH EACH A Æ **AARON UECKER** 33.00 48.00 35.00 15.00 8.00 35.00 17.00 35.00 170.00 9.00 8.00 62.00 103.00 Price *** Same Address *** CERTIFICATE TO: CB1 6.00 7.00 2.00 40.00 25.00 8.00 13.00 4.00 2.00 2.00 9. 1.00 9. Quantity SALES REP: TERRITORY: CITY OF RAPID CITY SOLID WAST DIVISION - HHW COLLECTION RAPID CITY, SD 57701 09/10/2015 RETURN MANIFEST TO: INCLUDES STANDARD ACIDS, BASES, FLAMMABLE, TOXIC HOUSEHOLD 300 6TH STREET 851A2-85 GAL METAL SALVAGE DRUM (OVERPACK) QUOTE DATE: FAX: 551A2 - 55 GAL OPEN HEAD (17H) METAL NEW 551A1 - 55 GAL CLOSED HEAD (17E) METAL CYD11G-CUBIC YARD BOX W/LINER **VEOLIA ES TECHNICAL SOLUTIONS VEOLIA ES TECHNICAL SOLUTIONS** 4 FT LAMP BOX CONTAINER FIBER 8 FT LAMP BOX CONTAINER FIBER 551H2-55 GAL OPEN HEAD POLY Description CITY OF RAPID CITY SOLID WAST VERMICULITE, 4 CUFT BAG **DIVISION - HHW COLLECTION** 800 SAN FRANCISCO STREET **BETH-ANNE FERLEY** PALLET W/SHRINK WRAP Store, bulk, transfer off-site Store, bulk, transfer off-site 14 GALLON CONTAINER **5 GALLON FIBER DRUM** HAZARDOUS WASTE. VARIOUS LABPACKS VARIOUS LABPACKS RAPID CITY, SD 57701 (605) 939-8286 LEVEL "D"/DAY OIL DRY MANIFEST FROM: CONTACT: PHONE: UOM/Container: Technology: Technology: Waste Stream: Waste Stream: Service Line

3.85

\$103.00 \$512.00

Line Total

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128.00

4.00

VEOLIA ES TECHNICAL SOLUTIONS

Facility:

Technology:

Waste Stream:

Store, bulk, transfer off-site

VARIOUS LABPACKS

UOM/Container:

AND THE STREET OF STREET STREE

QUOTATION WORKSHEET

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\$5642.00 \$13657.50 \$113.00 \$512.00 \$6510.00 \$13657.50 \$5642.00 \$2768.00 Extension Line Total Line Total Line Total Line Total Line Total Ë A EA A A Æ **AARON UECKER** 217.00 692.00 113.00 1085.00 607.00 Price *** Same Address *** CERTIFICATE TO: CB1 26.00 6.00 22.50 4.00 1.00 Quantity TERRITORY: SALES REP: CITY OF RAPID CITY SOLID WAST **DIVISION - HHW COLLECTION** RAPID CITY, SD 57701 09/10/2015 RETURN MANIFEST TO: 300 6TH STREET TOTAL CUBIC YARDS. BOXES UTILIZED TO BE MEASURED & OIL PAINT SOLIDS/ PETROLEUM BASED ADHESIVES/ TARS. QUOTE DATE: FÄ **VEOLIA ES TECHNICAL SOLUTIONS VEOLIA ES TECHNICAL SOLUTIONS** VEOLIA ES TECHNICAL SOLUTIONS VEOLIA ES TECHNICAL SOLUTIONS VARIOUS LABPACKS (IN BOXES) Description CITY OF RAPID CITY SOLID WAST **CECOS PAK/CUBIC YARD BOX** CONVERTED TO CUBIC YARDS. **DIVISION - HHW COLLECTION** 800 SAN FRANCISCO STREET **BETH-ANNE FERLEY** 30 GALLON CONTAINER Store, bulk, transfer off-site Store, bulk, transfer off-site Store, bulk, transfer off-site Store, bulk, transfer off-site Stream: BULKED ANTIFREEZE
Technology: Store, bulk, transfer off-site VARIOUS LABPACKS RAPID CITY, SD 57701 (605) 939-8286 55 GALLON DRUM OIL BASED PAINT UOM/Container: CUBIC YARD BOX **CUBIC YARD AEROSOLS** MANIFEST FROM: CONTACT: **PHONE**: UOM/Container: Technology: UOM/Container: Facility: UOM/Container: Technology: UOM/Container: Technology: Facility: Technology: Facility: Waste Stream: Waste Stream: Waste Stream: Waste Stream: Waste Stream: Service Line Line

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QUOTATION WORKSHEET No. Q545008468 Page 04



		MANIFEST FROM: CITY OF RAPI DIVISION - HE 800 SAN FRAI RAPID CITY, 8	ANIFEST FROM: CITY OF RAPID CITY SOLID WAST DIVISION - HHW COLLECTION 800 SAN FRANCISCO STREET RAPID CITY, SD 57701	RETURN MANIFEST TO: CITY OF RAPID CITY SOLID WAST DIVISION - HHW COLLECTION 300 6TH STREET RAPID CITY, SD 57701	CERTIFICATE TO: *** Same Address ***	** ** \$0		
		CONTACT	: BETH-ANNE FERLEY	QUOTE DATE: 09/10/2015	TERRITORY: CB1	,		
		PHONE:	: (605) 939-8286	FAX:	SALES REP: AAR	AARON UECKER		
Line	Š	Service	Description		Quantity	Price	Unit	Extension
	on on	Facility: UOM/Container:	OSI ENVIRONIMENTAL, INC. 55 GALLON DRUM					
							Line Total	\$113.00
	Waste 5	Waste Stream: Technology:	BULKED FLAMMABLE LIQUID Store, bulk, transfer off-site		13.00	84.00	EA	\$1092.00
		Facility: UOM/Container:	VECLIA ES LECANICAL SOLUTIONS 55 gal dm	0				
							Line Total	\$1092.00
	Waste !	Waste Stream:	BALLASTS		1.00	62.00	EA	\$62.00
		Technology: Facility:	Metals recovery (retort, smelt, VEOLIA ES TECHNICAL SOLUTIONS A CALLON FIREP DRIM	Ø				
	5	and of the last					Line Total	\$62.00
	Waste (Waste Stream:	LITHIUM BATTERIES		1.00	130.00	EA	\$130.00
	, i	Technology: Facility: UOM/Container:	Metals recovery (retort,smelt, VEOLIA ES TECHNICAL SOLUTIONS 5 GALLON FIBER DRUM	Ø				
							Line Total	\$130.00
	Waste !	Waste Stream:	NICAD BATTERIES		1.00	82.00	EA	\$82.00
	-	Technology: Facility:	Metals recovery (retort,smelt, VEOLIA ES TECHNICAL SOLUTIONS	Ø				
	OO	UOM/Container:	5 GALLON FIBER DRUM					
						-	Line Total	\$82.00
	Waste :	Waste Stream:	=<4' FLUORESCENT BULBS		1.00	0.30	Ą	\$0.30
		Technology: Facility	Other recovery or reclamation VEOLIA ES TECHNICAL SOLUTIONS	w	-			
	on —	UOM/Container:	UOM IS EACH UNIT					
							Line Total	\$0.30

QUOTATION WORKSHEET No. Q545008468 Page 05



\$257.00 \$257.00 Extension Line Total Line Total Line Total Line Total Ċ Æ A Ð ¥ Æ AARON UECKER 0.52 0.54 1.40 257.00 0.65 Price *** Same Address *** CERTIFICATE TO: CB1 9.0 9. 9. 1.09 1.00 Quantity SALES REP: TERRITORY: CITY OF RAPID CITY SOLID WAST DIVISION - HHW COLLECTION RAPID CITY, SD 57701 09/10/2015 RETURN MANIFEST TO: 300 6TH STREET QUOTE DATE: FAX: VEOLIA ES TECHNICAL SOLUTIONS VEOLIA ES TECHNICAL SOLUTIONS **VEOLIA ES TECHNICAL SOLUTIONS VEOLIA ES TECHNICAL SOLUTIONS** IRREGULAR FLUORESCENT BULBS MERCURY CONTAINING LABPACKS UOM/Container: 5 GAL OPEN HEAD PLASTIC DRUM BROKEN FLUORESCENT BULBS Description CITY OF RAPID CITY SOLID WAST =<8' FLUORESCENT BULBS Other recovery or reclamation Other recovery or reclamation Other recovery or reclamation HID FLUORESCENT BULBS Other recovery or reclamation Metals recovery (retort, smelt, **DIVISION - HHW COLLECTION** 800 SAN FRANCISCO STREET BETH-ANNE FERLEY UOM/Container: UOM IS EACH UNIT RAPID CITY, SD 57701 (605) 939-8286 UOM/Container: UOM IS EACH UNIT UOM/Container: UOM IS EACH UNIT MANIFEST FROM: CONTACT: PHONE: Technology: Technology: Facility: Technology: Technology: Facility: Technology: Waste Stream: Waste Stream: Waste Stream: Waste Stream: Waste Stream: Service

\$0.54

\$1.40

\$1.40

\$0.65

\$0.65

Line Total

\$174.00 \$174.00

> Line Total Quote Total

EACH

87.00

2.00

OVERPACK DISPOSAL SURCHARGE

Miscellaneous:

All terms and conditions described in the previous pages will apply

VEOLIA ES TECHNICAL SOLUTIONS

UOM/Container: POUNDS

\$49789.91

\$0.52

\$0.54

\$0.52

1222

2000 CONTRACTOR (CO.)