

WASTEWATER OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT dated the __ day of _____, 2022, by and between the City of Ashland, Missouri, a municipal corporation, hereinafter “City”, and Boone County Regional Sewer District, a sewer district organized pursuant to the provisions of Chapter 204 RSMo, hereinafter “District.”

WITNESSETH:

WHEREAS, City desires to enter into an agreement with the District under which District will provide for the operation and maintenance of City’s wastewater treatment system consisting of Outfall #001 as described by Missouri State Operating Permit MO-0106844, hereinafter “wastewater treatment system”, together with necessary testing, regulatory compliance and emergency services.

WHEREAS, District is agreeable to provide the above services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, pursuant to Chapter 70 of the Revised Statutes of Missouri, both parties are empowered to contract for the common services provided for herein and desire to memorialize their agreement.

NOW, THEREFORE, in consideration of the performance of the mutual agreements and promises hereinafter contained, the parties agree to the following:

1. **DISTRICT SERVICES:** District agrees to provide the following services to City under the terms and conditions of this Agreement:

1.1 ***Wastewater Treatment Facility Operation and Maintenance*** - District agrees to operate and maintain City’s wastewater treatment system in accordance with the scope of services contained in Exhibit A, which is attached hereto and made a part hereof by reference. In

exchange for District's operation and maintenance of City's wastewater treatment system, City shall pay District the sum of \$121,402.29 annually, payable in twelve equal monthly payments of \$10,116.86, plus the cost of Other Work in accordance with Exhibit B.

1.2 **Other Work** - District agrees to provide other work not described in the attached Exhibit A, hereinafter "Other Work", as is necessary to operate and maintain City's wastewater treatment system. District will charge for Other Work, and City agrees to pay for Other Work, in accordance with the rates shown on Exhibit B, which is attached hereto and made a part hereof by reference. District will provide a monthly bill for Other Work, and City shall pay for all Other Work on a monthly basis.

2. **RECORDS:** District agrees to maintain written records of all services, activities, analyses, repairs, reports and other materials compiled by it for or in connection with performance of the terms and conditions of this Agreement. All such records shall be made available to City upon advance notice and request for inspection and copying for the use and information of City.

3. **REGULATORY COMPLIANCE:** District agrees to provide all testing services necessary for determination of compliance with the terms and conditions of City's Missouri Department of Natural Resources issued operating permit associated with its wastewater treatment system, except that District shall not be responsible for non-compliance with such permit for reasons outside of District's performance of its obligations under this Agreement, such as non-compliance due to degeneration of or damage to materials and equipment from normal wear and tear or other cause beyond the control of District, design errors and omissions in the facilities and other conditions which were not or are not within the control of District. District agrees only to provide required sampling, testing, analysis and reporting to satisfy the terms and

conditions of the permit. Any remedial work made necessary due to noncompliance with the requirements of such permit shall be either contracted for by City without participation of the District or performed or subcontracted by the District on a time and materials or direct cost basis. All such remedial work shall be performed only at the direction of City; District assumes no responsibility for performance of remedial work after reporting the necessity of such remedial measures to City unless or until so directed by City.

4. **SUBCONTRACTS:** It is agreed District may contract or subcontract with any persons, firms, corporations, partnerships, political subdivisions or other organizations to carry out its responsibilities under this Agreement and that City may, upon notification to District, contract with any persons, firms, corporations, partnerships, political subdivisions or other organizations for performance of any work to be performed by District under this Agreement, other than operations and maintenance services provided to City for the monthly lump sum amount specified herein.

5. **INSURANCE:** City agrees it shall purchase or maintain existing comprehensive general liability insurance at its own expense naming both the City and the District as insureds; such insurance shall be in such amounts as are mutually agreed upon by City and District. City agrees to provide written evidence of such insurance to District within five days advance written notice by District.

6. **INDEMNITY:** [✓]To the extent allowed by law, the district will indemnify, defend and hold City harmless from any and all liability, damage, expense, cause of action, claim, suit or judgment arising from injury or damage to persons or property directly or indirectly caused by or arising from any acts or omissions of District, its subcontractors, agents or employees in relation to District's obligations under this Agreement to the extent that such liability, damage,

expense, claim, suit or judgment is not covered by insurance. ✓ To the extent allowed by law, the city will indemnify, defend and hold District harmless from any and all liability, damage, expense, cause of action, claim or judgment arising from injury or damage to persons or property, directly or indirectly caused by or arising from any acts or omissions of City, its subcontractors, agents or employees, in relation to City's obligations under this Agreement, to the extent such liability, damage, expense, cause of action, claim, suit or judgment is not covered by insurance.

7. **TERM OF AGREEMENT AND RENEWAL:** This Agreement shall be for a term of one year beginning May 1, 2022 and ending April 30, 2023, and may be renewed for additional one-year terms by mutual agreement of the parties; provided, however, that the parties to this Agreement may renegotiate any additional terms, duties, responsibilities or compensation amounts for any renewal term. In the event this Agreement is not renewed upon the expiration of any one-year term, the Agreement shall continue on a month-to-month basis under the same terms and conditions contained in this Agreement or the then current agreement, unless notice of termination is given as specified below.

8. **TERMINATION:** This Agreement may be terminated by either party by providing written notice to the non-terminating party at least thirty days prior to the end of the initial term of this Agreement or any renewal term or for material breach of any term or condition of this Agreement; otherwise, this Agreement may be terminated for any reason upon one party giving the other party at least ninety (90) days advance written notice of termination.

9. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement is the entire agreement between the parties and supersedes and cancels any and all prior agreements, negotiations, understandings, whether verbal or written in form, which predate this Agreement.

This Agreement may be modified by written amendment signed by both parties hereto; no oral modification of this Agreement shall be enforceable unless and until such modification is confirmed in writing and signed by authorized representatives for each party to this Agreement who obtain such authorization by ordinance or official resolution of the governmental entity which they represent.

10. **BINDING EFFECT:** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns and no benefit or obligation of any term or condition of this Agreement may be assigned or delegated except as specifically authorized herein.

11. **AUTHORITY OF SIGNATORIES:** The persons signing this Agreement hereby represent that they are duly authorized to enter into this Agreement and have taken all procedural measures required by law to bind the governmental entities which are parties to this Agreement.

[Remainder of page is blank; signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF ASHLAND, MISSOURI

**BOONE COUNTY REGIONAL
SEWER DISTRICT**

By: 

Mayor

By: _____
Randall Chann, Chairman

ATTEST:

ATTEST:



City Clerk

Lara Florea, Assistant Secretary

EXHIBIT A

**City of Ashland — Boone County Regional Sewer District (BCRSD)
Wastewater Operations and Maintenance Agreement**

February 02, 2022

EXHIBIT A



1314 North 7th Street
Columbia, MO 65201
p: 573-443-2774
f: 573-499-0489

www.bcrsd.com

February 2, 2022

James Creel
John Conway
City of Ashland, Missouri
P. O. Box 135
Ashland, MO 65010
And by e-mail

RE: EXHIBIT A - Wastewater operations and maintenance scope of services - City of Ashland, Boone County, Missouri

Dear Mr. Creel and Mr. Conway:

I am writing to you to memorialize our meeting of January 21, 2022 and subsequent discussions related to the Boone County Regional Sewer District providing services for operation of the City of Ashland's wastewater treatment system and collection system.

First and foremost, we believe that the Boone County Regional Sewer District (the "Sewer District" or "BCRSD") is well qualified to provide operations and maintenance of Ashland's wastewater treatment system and collection system. Our equipment and personnel stationed in Columbia are less than 30 minutes away from Ashland. Our wastewater operators located in Columbia are skilled in operating wastewater treatment systems and have the most advanced certifications from the Missouri Department of Natural Resources (MDNR). Our management staff have a wealth of experience dealing with the technical, financial and regulatory issues involved in operating a wastewater utility.

Further, as part of developing the Sewer District's proposal to Ashland, we closely examined Ashland's collection system and treatment system. The following is the scope of services the Sewer District proposes to provide pursuant to a formalized agreement to be executed by the Sewer District and the City of Ashland.

The Sewer District will provide either a C-certified or D-certified wastewater treatment plant (WWTP) operator for 40 hours per week. The C operator has been certified since 2009 and the D operator has been certified since 2013. This operator will be under the direct supervision of an A-certified WWTP operator, who has been certified since 1996. Additionally, two other A operators are available. They have been certified since 2001 and 2011.

The City of Ashland will provide two utility workers. Duties for these workers include locating underground sanitary sewer pipelines in response to requests received from 1-800-DIG-RITE. It appears that Ashland receives about 5 requests per day.

Additional duties for the utility workers include checking Ashland's pump stations. With 17 pump stations, 15 in the community and 2 at the WWTP, it will take about 2 hours per day, 5 days per week to check all 15 pump stations.

Good practice is to check pump stations twice per week. 15 pump stations in the community will take 30 visits. 6 visits per day, 5 days per week will allow the utility workers to check all 15 pump stations twice per week. The 2 pump stations at the plant will be operated as part of WWTP operations.

Checking the pump stations entails conducting an amperage check on each pump at the pump station during each visit. Also, pump run times will be checked at each pump station during each visit to verify the alternating relay is operable. The alternating relay will be repaired if not operable.

The Sewer District operator will assist Ashland personnel in checking the pump stations, troubleshooting any problems, and making any needed repairs.

In regards to transportation for BCRSD personnel around the plant and when assisting with pump stations, BCRSD personnel may use Ashland's vehicles provided that the insurance carriers for both the BCRSD and Ashland agree that BCRSD personnel may use Ashland's vehicles. The insurance carrier for Ashland should provide written confirmation to the BCRSD that BCRSD personnel may use Ashland's vehicles. The insurance carrier for the BCRSD should also provide written confirmation that BCRSD personnel may use Ashland's vehicles. In the event that either insurance carrier objects to BCRSD use of Ashland's vehicles, Ashland will pay the rate of \$37.55 per hour for the use of BCRSD trucks around the plant and when assisting with pump stations.

Sewer District personnel will evaluate Ashland's wastewater laboratory. The goal is to perform the following laboratory methods at Ashland's laboratory:

- 1 5-day Biochemical Oxygen Demand;
- 2 Total Suspended Solids; and
- 3 pH.

An outside laboratory will be used for the following parameters:

- 1 Oil and Grease;
- 2 Total Phosphorus;
- 3 Total Kjeldahl Nitrogen;

- 4 Nitrite + Nitrate;
- 5 Ammonia; and
- 6 *E. coli*.

Sewer District personnel will be responsible for acquiring all samples, both influent and effluent, acquiring the needed testing, whether in-house or outside, and assuring the necessary chain-of-custody. Sewer District personnel will also be responsible for operational control testing, such as dissolved oxygen, pH, temperature and settleability. Costs of testing by an outside laboratory will be a pass-through of actual cost if tested by an outside laboratory, that is a reimbursable cost with no markup.

Either Ashland or BCRSD personnel will be responsible for acquiring the sample jars, those with preservatives and those without preservatives, for all parameters to be tested by an outside laboratory and transporting the samples to the lab. Either Ashland or BCRSD personnel will receive the results for reporting on the electronic Discharge Monitoring Reports (e-DMR) and will prepare the e-DMR. The BCRSD's A-certified operator will certify the e-DMR.

In regards to training, we have mutually agreed to essentially perform a start-up of the Ashland WWTP with the representatives from the following organizations present:

- 1 Allstate Consultants;
- 2 BCRSD;
- 3 Ashland;
- 4 Haynes Equipment;
- 5 Aero-Mod; and
- 6 Komline-Sanderson.

Such start-up shall not exceed three days and the BCRSD will be responsible for its costs of start-up and Ashland will be responsible for its costs of start-up, including the costs of Allstate Consultants, Haynes Equipment, Aero-MOD and Komline-Sanderson.

In addition to the above work, BCRSD will degrease up to 8 pump stations in the first 6 months at a unit cost of \$1,600 per pump station. Ashland shall choose which pump stations to degrease. After that the BCRSD will degrease other pump stations at a unit cost of \$1,600 per pump station. Typically, this involves the Sewer District's sewer jet to water blast the walls of the pump station, the Sewer District's vacuum truck to vacuum out any grease and other

debris and the Sewer District's Ford F-550 with a hoist to dip out any grease and other debris. Subsequent to this we will clean and degrease Ashland's pump stations at a cost of \$1,600 per pump station during the term of the agreement.

In the interest of accomplishing the above scope of services, the BCRSD proposes a 1-year agreement, which may be renewed for additional one-year terms. Included in the terms of the agreement, will be a written, monthly report from the BCRSD to Ashland regarding the operations of the WWTP.

Sanitary sewer service calls will be the responsibility of Ashland's personnel using Ashland's equipment. Mowing will also be the responsibility of Ashland. BCRSD personnel will perform needed repairs on the pump stations and the WWTP. Ashland will be responsible for purchasing the needed parts and equipment. Repairs outside of the capability of the BCRSD and Ashland will be contracted and paid for by Ashland.

Additionally, BCRSD personnel shall sludge judge the existing lagoon. This data will be provided to the City of Ashland for the purposes of determining whether sludge needs to be removed from the lagoon. A written proposal (subject to Ashland's written approval) for sludge judging shall be developed in accordance with any agreement between the BCRSD and Ashland. Said proposal will be developed when it gets a little warmer.

In regards to routine cleaning and sewer jetting of the gravity collection system, we recommend jetting the entire system every 3 years. If system maps indicate the pipe material, that may be reduced to every 3 years for vitrified clay pipe (VCP) and 5 years for polyvinyl chloride (PVC) pipe. Further, it may be necessary to jet some elements of the collection system on a more frequent basis. A 3-month list or a 6-month list may need to be developed depending upon known problem areas in the system. Routine cleaning and sewer jetting is not included in this scope of services.

Thank you for the opportunity to work with you on this matter. If you have any questions, please call me at 573-443-2765.

Sincerely,
BOONE COUNTY REGIONAL SEWER DISTRICT



Tom Ratermann, PE
General Manager

C: File
Virgil Farnen, BCRSD by e-mail

Not included: contract laboratory, routine cleaning, emergency services, spot repairs.

Treatment system	Months 1 to 12	Hours per week	Rate
	Equipment / wastewater operator	40	\$ 36.88 \$ 1,475.20
	Service truck	5	\$ 37.55 \$ 187.75
	Operations Manager	4	\$ 62.82 \$ 251.28
	Service truck	4	\$ 37.55 \$ 150.20
			SUBTOTAL: \$ 2,064.43

Management	Monthly	Hours	Rate
	Preparing, notifying Ashland, submitting E-DMRS	4	\$ 62.82 \$ 251.28
			SUBTOTAL: \$ 251.28

Annual	Treatment system months 2 to 12 Management	Hours	Rate	Subtotal
				\$ 2,064.43
				\$ 251.28
				TOTAL: \$ 110,365.72
	HQ utilities, maintenance, telecommunications, continuing education and training, liability insurance, etc. at 10%			\$ 11,036.57
				GRAND TOTAL: \$ 121,402.29

	Quantity	Unit Price
Degrease pump station per each	1	\$1,600.00
		SUBTOTAL:
		\$1,600.00
		\$1,600.00

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EXHIBIT B

**BOONE COUNTY REGIONAL SEWER DISTRICT
2022 LABOR AND EQUIPMENT RATES**

All Other Work performed in accordance with the Agreement for District's provision of operations and maintenance for wastewater treatment systems to City that is not specified in Exhibit A to the Agreement, including, but not limited to, pump station degreasing, laboratory testing, routine cleaning, emergency services, spot repairs and monitoring, shall be charged and billed to City at rates as follows:

LABOR	RATE	UNIT
Equipment Operator	\$ 31.63	hour
Wastewater Operator	\$ 32.27	hour
Wastewater/Equipment Operator	\$ 36.88	hour
Senior Wastewater Operator	\$ 44.29	hour
Senior Equipment Operator	\$ 47.53	hour
Lead Operator	\$ 51.27	hour
Project Manager/Construction Inspector	\$ 59.85	hour
Operations Manager	\$ 62.82	hour
*Overtime rates for labor are 1.5 times rates shown above.		
EQUIPMENT		
Vehicle - 1/2 Ton Service Truck	\$ 37.55	hour
Vehicle - 1 Ton 4WD Flatbed with Crane/Hoist Bed	\$ 45.45	hour
Vehicle - Dump Truck	\$ 146.15	hour
Vacuum Tank Truck (2400 Gallon Capacity) PER LOAD	\$ 729.75	Load
Vacuum Tank Truck PER HOUR	\$ 102.38	hour
Sewer Jet/Root Cutting Tool	\$ 146.25	hour
TV Inspection Trailer	\$ 146.25	hour
Centrifugal Pump 6" w/suction/discharge hoses	\$ 54.60	hour
Diaphragm Pump 3"	\$ 41.00	hour
Centrifugal Pump 2"	\$ 26.35	hour
Centrifugal Pump 1.5"	\$ 26.35	hour
Centrifugal Pump 3"	\$ 3.65	hour
1.5, 2.0 or 3" Suction Hose 20' Section	\$ 13.70	hour
1.5, 2.0 or 3" Discharge Hose 20' Section	\$ 13.70	hour
Backhoe/Trailer (Excavator)	\$ 238.80	hour
Utility Tractor/Trailer/Mower/Blade	\$ 143.20	hour
Portable Generator 8HP	\$ 41.00	hour
Triple Gas Detector	\$ 32.90	hour
Smoke Blower	\$ 22.70	hour
Ventilation Blower Portable	\$ 20.50	hour
Safety Tripod/Wincher/Harness	\$ 20.50	hour

Cutoff Saw 14" Gas Powered	\$	43.00	hour
Chainsaw 18" Gas Powered	\$	27.60	hour
LABORATORY TESTING*			
AMMONIA	\$	22.00	each
BOD5	\$	44.00	each
E-COLI	\$	31.00	each
GREASE & OIL	\$	43.00	each
NITROGEN	\$	22.00	each
NO DISCHARGE REPORT	\$	25.55	each
pH	\$	9.00	each
PHOSPHOROUS	\$	26.00	each
TSS (Total Suspended Solids)	\$	17.00	each

*ACTUAL COSTS OF TESTING BY OUTSIDE LAB SHALL BE CHARGED TO CITY IN THE EVENT SUCH COSTS ARE IN EXCESS OF THE RATE LISTED