

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director

Agenda Date: June 28, 2010

Subject: Contract with Pacific Environmental Services Company

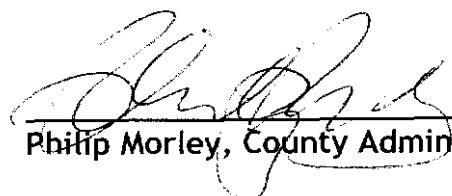
Statement of Issue: Contractor will remove material from a small, localized area (approx. 20' X 80') that was previously established adjacent to the closed landfill and will now be remediated (Location map - Contract **EXHIBIT B**). Contractor selection was through the Small Works process and Pacific Environmental Services Company has been selected as the contractor to perform this work.

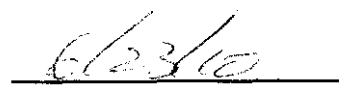
Analysis/Strategic Goals/Pro's & Con's: This work is mandated by Public Health and will be performed according to regulations prescribed by Public Health and the Department of Ecology. Both Jefferson County Public Health and the Department of Ecology have visited the site, approved our process and approved the testing schedule.

Fiscal Impact/Cost Benefit Analysis: This will be a time and materials contract based on an estimate of the work needing to be accomplished (Fee Schedule-Contract **EXHIBIT C**). The cost is estimated to be \$21,405, which will come from the Solid Waste operating budget.

Recommendation: Staff recommends approval of the contract with Pacific Environmental Services for the removal of Hazardous Waste materials from the Jefferson County Closed Landfill property.

Reviewed By:


Philip Morley, County Administrator


Date

CONTRACT
JEFFERSON COUNTY, WASHINGTON

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, between the COUNTY OF JEFFERSON, acting through the Jefferson County Commissioners and the Director of Public Works under and by virtue of Title 36, RCW, as amended and PACIFIC ENVIRONMENTAL SERVICES COMPANY of PORT TOWNSEND, WA hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. The Contractor agrees to furnish all labor and equipment and do certain work, to-wit: That the Contractor herein will undertake and complete the following described work:

- Remove hazardous waste materials from a specific area (see map – Exhibit B) at the Closed Landfill facility and ship for disposal/incineration.
- Test and ship any contaminated soils for proper disposal.

This contract is based on the Contractor's bid unit pricing for labor, equipment and disposal (**Exhibit C**), with an estimated total value of Twenty-one Thousand Four Hundred Five Dollars (\$21,405). Work will be performed according to the outlined Scope of Work (**Exhibit A**) and in accordance with Local, State and Federal regulations, which are by this reference incorporated herein and made a part hereof. The Contractor shall perform any alteration in or addition to the work provided in this contract and every part thereof.

The Contractor shall complete the described work within 30 days after receipt of a Notice to Proceed.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this contract and every part thereof.

2. The County of Jefferson hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the goods and equipment described and to furnish the same according to the attached specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the condition provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this contract that may be ordered and to pay for the same under the terms of this contract and the attached specifications at the time and in the manner and upon the conditions provided for in this contract.

3. The Contractor for himself, and for his heirs, executor, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. Insurance Requirements

Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance from companies licensed in the State with a Best's rating of no less than A:VII. The Contractor shall provide to the County Risk Manager certificates of insurance with original endorsements affecting insurance required by this clause prior to the commencement of work to be performed. Jefferson County and its officers, agents and employees shall be named as additional insured parties on these policies.

The insurance policies required shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested, for all of the following stated insurance policies.

If any of the insurance requirements are not complied with at the renewal date of the insurance policy, payments to the Contractor shall be withheld until all such requirements have been met, or at the option of the County, the County may pay the renewal premium and withhold such payments from the moneys due The Contractor.

All notices shall name the Contractor and identify the agreement by contract number or some other form of identification necessary to inform the County of the particular contract affected.

- | | |
|--|--|
| A. <u>Worker's Compensation and Employer's Liability</u> | Statutory
\$1,000,000 each accident |
| B. <u>Comprehensive/Commercial General Liability</u> , minimum
For bodily injury, death and property damage, with no limitations on the scope of the protection provided, and with the following coverage:
1. Broad Form property damage, no employee exclusion
2. Personal Injury Liability, including extended bodily injury
3. Broad Form Contractual/Commercial Liability
4. Premises – Operations Liability (M & C)
5. Independent Contractors and Subcontractors
6. Blanket Contractual Liability | \$1,000,000 each occurrence
\$2,000,000 aggregate |
| C. <u>Truck/Automobile Liability</u> minimum, including pollution endorsement, and with the following coverage:
1. Owned vehicles
2. Non-owned vehicles
3. Leased or Hired vehicles | \$5,000,000 each occurrence
\$5,000,000 aggregate |
| D. Contractor's Pollution Liability
(or Environmental Pollution Liability) | \$5,000,000 each occurrence
\$5,000,000 aggregate |
| E. Environmental Impairment Liability | \$5,000,000 each occurrence
\$5,000,000 aggregate |

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Washington State Department of Ecology shall be designated as an express third-party beneficiary in final contract language. No other parties shall be designated as third party beneficiaries.

Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

Failure of the Contractor to take out and/or maintain any required insurance shall not relieve Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until such time as the Contractor shall furnish additional security covering such judgment as may be determined by the County.

The insurance of the Contractor shall be primary to the insurance of the County. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

5. The Contractor shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, WA.

The Contractor shall indemnify and hold the County, and its officers, employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the Contractor's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Contractor to indemnify the County against and hold harmless the County from claims, demands or suits based solely upon the conduct of the County, its officers, employees and agents, and; provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the Contractor's agents or employees; and, (b) the County, its officers, employees and agents, this indemnity provision with respect to claims or suits based upon such negligence, and/or the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the Contractor's negligence, or the negligence of the Contractor's agents or employees.

Claims against the County shall include, but not be limited to assertions that the use and transfer of any software, book, document, report, film, tape, or sound reproduction of material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition.

The Contractor specifically assumes potential liability for actions brought against the County by Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.

6. The Contractor's relation to the County shall be at all times as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, and any and all employees of the Contractor or other persons engaged in the performance of any work or service required of the Contractor under this Agreement shall be considered employees of the Contractor only and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of the Contractor.

7. The Contractor shall not sublet or assign any of the services covered by this contract without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

8. Nothing in the foregoing clause shall prevent the County, at its option, from additionally requesting that the Contractor deliver to the County an executed bond, in the amount of the estimated contract value, as security for the faithful performance of this contract and for payment of all obligations of The Contractor.

For contracts of \$25,000 or less, the County and the Contractor may agree that in-lieu of the Bond; the County will withhold 50% of the Contract amount in accordance with RCW 39.08.010. The Contractor will indicate this option on Exhibit A.

9. The Contractor will declare management option of the statutory retained percentage on Exhibit D.

IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners has caused this instrument to be executed by and in the name of said County of Jefferson the day and year first above written.

Executed by the Contractor 6-18, 2010

PACIFIC ENVIRONMENTAL SERVICES CO

Contractor

By: Tom W. Conwell

PACIES 103 BR

State of Washington, Contractor Registration Number

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

David W. Sullivan, Chair

Phil Johnson, Member

John Austin, Member

Approved as to form only
this 15th day of JUNE, 2010

David Anthony
Deputy Prosecuting Attorney

Frank Gifford
Frank Gifford
Public Works Director

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation.

PACIFIC ENVIRONMENTAL SERVICES CO
Name of Contractor

TOM W. CARROLL SR VICE PRESIDENT
Name and Title of Authorized Representative


Signature of Authorize Representative

I am unable to certify to the above statement. An explanation is attached.

NOTICE:

**BIDDERS/CONTRACTORS ARE
CAUTIONED TO VERIFY
PREVAILING WAGES**

**THIS IS A PREVAILING WAGE RATE
CONTRACT UTILIZING WASHINGTON
STATE WAGE RATES FOR
JEFFERSON COUNTY**

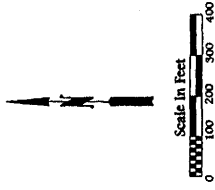
EFFECTIVE MARCH 3, 2010

EXHIBIT A

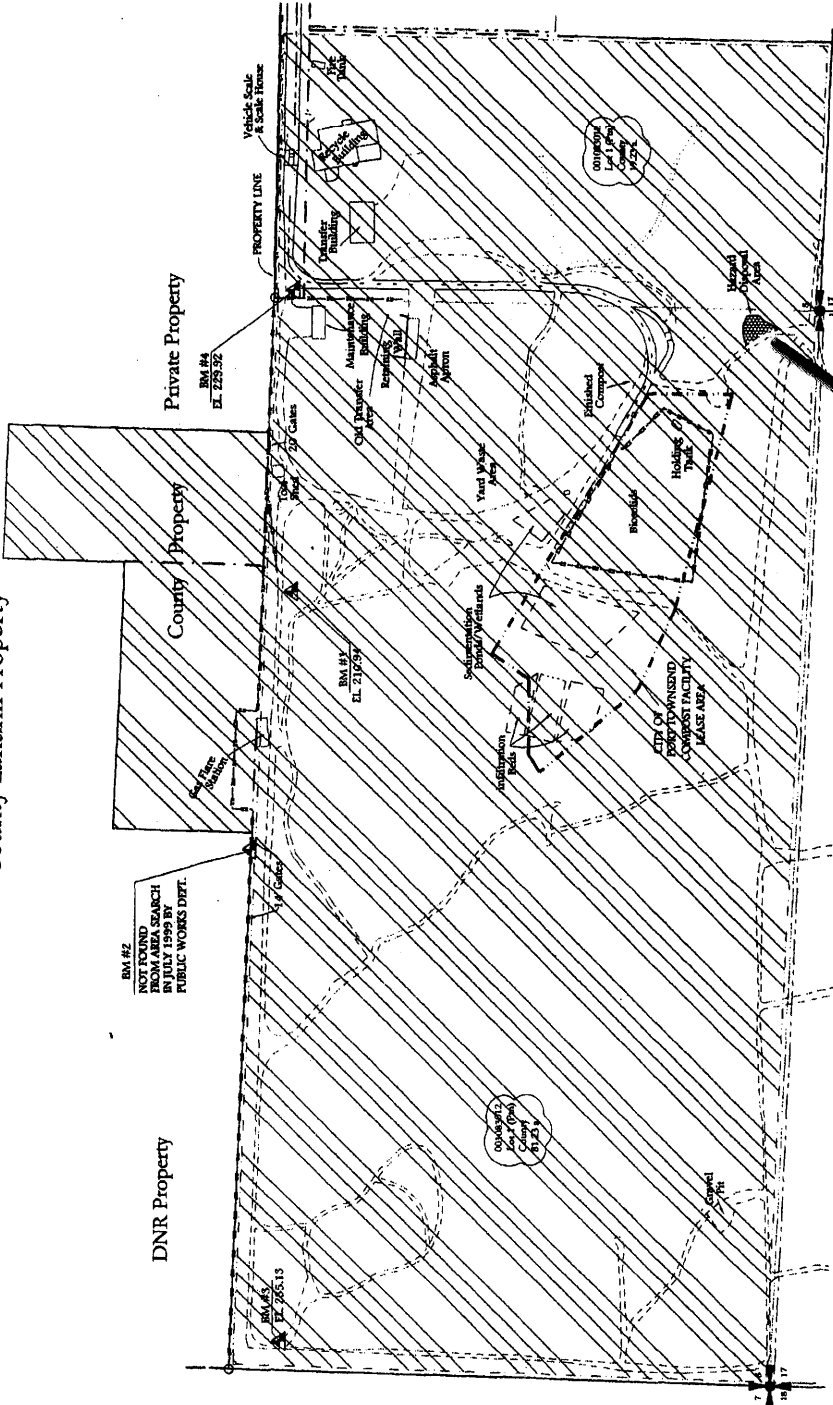
CONTRACT SCOPE OF WORK

- 1 Contractor will prepare a remediation plan and a safety plan which adheres to all Local, State and Federal safety precautions regarding Hazardous Waste disposal.
- 2 Contractor will excavate and remove the overburden as directed to remove materials, using equipment as bid.
- 3 Contractor will locate and remove hazardous material, place in DOT approved shipping containers, and transport to a Department of Ecology approved disposal site immediately after excavation. This is estimated to amount to 1 cubic yard of material.
- 4 Contractor will remove soil directly surrounding each buried container location, place in DOT approved shipping containers, and transport to a Department of Ecology approved disposal site immediately after excavation. This is estimated to be approximately 10 cubic yards of material.
- 5 Contractor is responsible for determining approved destination site for disposal and/or incineration. Contractor will prepare a shipping manifest for transporting all materials being hauled to disposal. Manifest must be signed by an authorized County employee.
- 6 Contractor will perform tests to verify that sufficient additional soil has been removed and there is no remaining contamination. Dependant on test results, contractor has either completed the contract obligation, or may need to remove additional surrounding material.

EXHIBIT B



- Legend:**
- Gravel Roads
 - Paved Roads
 - Dirt Road
 - Non-solid Waste Boundary
 - Solid Waste Boundary
 - Landfill Boundary
 - Section Line
 - Quarter Section Line
 - Assessor Parcel Lines
 - Foot Townward Composite Facility
 - Fences
 - Benchmark
 - Concrete Slab
 - Composite Facility Boundary
 - Round Section Corner
 - Round Quarter Corner
 - Round 1/16 Corner
 - 1/16 Corner - Not Round
 - Limited Public Access Area



A PORTION OF SECTIONS 8 & 17, T. 30 N., R. 1 W., W.M.

Note: Data was developed for Jefferson County Public Works using the following sources:
 Base controls were done by Spencer Geoc Inc. in 1991 using a horizontal datum based on Lambert Projection, Washington North Zone, NAD83
 A survey was done by NTL in May 1992 using AD27
 Additional data was collected by Public Works County Assessors maps
 Parcel boundaries provided by Jefferson County Assessors maps
 All data was then projected to NAD83 and placed on layers by IDMS in June 2000

DESIGNED BY:	4/30/01	Added Waste Facility Fencing Per Ron Curry Survey	EP
DRAFTED BY: K. W. Curry/Revision to NTL Survey	3/9/06	Removed Excess Area & Added Limited Access Area	EP
CHECKED BY: Pat Perryman	10/22/99		
SOL. ENGR.:	6/21/00		
	DATE	REVISION	BY

Jefferson County
Department of Public Works

Figure
21

Hazardous Waste Area

EXHIBIT C

**PACIFIC ENVIRONMENTAL SERVICES
Fee Schedule for Hazmat Removal for Jefferson County**

	Bid Unit Price	Estimated Units	Total
Hourly Labor (includes consultants and/or subcontractors)	\$290.00	16	\$4,640.00
Mobilization	\$200.00	1	\$200.00
Daily Equipment Rate	\$250.00	2	\$500.00
Disposal - Incineration			
Recovered materials	\$5,294.00	1	\$5,294.00
Price per cubic yard for soils	\$425.00	10	\$4,250.00
	\$5,719.00		\$9,544.00
Testing per DOE approved table			
1- BTEX and Gasoline By Method NWTPH-Gx/8021B	\$84.11	5	\$420.55
2- BTEX, MTBE and Gasoline By Method 8021B/NWTPH-Cx	\$95.88	5	\$479.40
3- Diesel and Motor Oil Range Organics By Method NWTPH-Dx	\$80.59	5	\$402.95
4- Full Volatile Suite (VOCs) By Method 8260C	\$160.00	5	\$800.00
5- Chlorinated Solvents By Method 8260C	\$112.94	5	\$564.70
6- Full Semivolatile Suite (SVOCs) By Method 8270D	\$264.71	5	\$1,323.55
7- Low Level Polynuclear Aromatics (PAHs) By Method 8270D SIM	\$194.12	5	\$970.60
8- Polychlorinated Biphenyls (PCBs) By Method 8082	\$105.88	5	\$529.40
9- RCRA8 + Cu, Ni, Zn By Method 200.8/1631	\$194.12	5	\$970.60
10- Volatile Sampling Kits for Method 5035A	\$11.77	5	\$58.85
	\$1,304.12		\$6,520.60
TOTAL			\$21,405

EXHIBIT D

**CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF
STATUTORY RETAINED PERCENTAGE**

A. I hereby elect to have the retained percentage of this contract held in a fund by the Owner until (30) days following final acceptance of the work.

Date 6-18-10 Signed [Signature]

B. I hereby elect to have the Owner deposit the retained percentage of this contract in an interest bearing account, not subject to withdrawal until after final acceptance of the work.

Date _____ Signed _____

C. I hereby elect to have the Owner invest the retained percentage of this contract from time to time as such retained percentage accrues.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The Owner shall not be liable in any way for any costs or fees in connection therewith.

Date _____ Signed _____



CERTIFICATE OF LIABILITY INSURANCE

1/1/2011

DATE (MM/DD/YYYY)
6/15/2010

PRODUCER LOCKTON COMPANIES, LLC
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

INSURED WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED,
1300299 RELATED & SUBSIDIARY COMPANIES INCLUDING:
CHEMICAL WASTE MANAGEMENT OF THE NORTHWEST INC
17629 CEDAR SPRINGS LANE
ARLINGTON OR 97812-9700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	ACB American Insurance Company	22667
INSURER B:	Indemnity Insurance Co of North America	43575
INSURER C:	ACB Property & Casualty Insurance Co	20699
INSURER D:		
INSURER E:		

COVERAGES ORARLI02 AJ

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER. THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG 0001 1207 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	HDO G24938384	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/PROP AGG \$ 6,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	ISA H08583742	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	XOO G24902456	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WLR C4570936A (AOS) WLR C45709371 (CA) SCP C45709383 (WI)	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$ 3,000,000 EL. DISEASE - EA EMPLOYEE \$ 3,000,000 EL. DISEASE - POLICY LIMIT \$ 3,000,000
A		OTHER EXCESS AUTO LIABILITY	XTR H08583754	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CANCELLATION: 30 DAYS EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT; BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF JEFFERSON COUNTY AND ITS OFFICERS, AGENTS AND EMPLOYEES (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
 10911253
 COUNTY OF JEFFERSON
 623 SHERIDAN STREET
 PORT TOWNSEND WA 98368

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/2010

PRODUCER (425)822-3500 FAX (425)822-3510
Conover Insurance Agency (K)
11250 Kirkland Way
Kirkland, WA 98033
Monica Parks

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Pacific Environmental Services Co.
PO Box 2049
Port Townsend, WA 98368

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Evanston Insurance Company**
INSURER B: **Mutual Of Enumclaw**
INSURER C:
INSURER D:
INSURER E:

14761

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Poll/Prof Liab-Occ <input checked="" type="checkbox"/> \$25,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	08PKG00148	09/17/2008	09/17/2010	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000																
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CP10053680	09/17/2009	09/17/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$																
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	08PKG00148 WA STOP GAP	09/17/2008	09/17/2010	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td><input checked="" type="checkbox"/></td> <td>OTHER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	<input checked="" type="checkbox"/>	OTHER		E.L. EACH ACCIDENT			\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000	E.L. DISEASE - POLICY LIMIT			\$ 1,000,000
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E.L. DISEASE - POLICY LIMIT			\$ 1,000,000																			
		OTHER																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is included as an additional insured per attached form IE0036 (0404).

CERTIFICATE HOLDER

CANCELLATION

JEFFERSON COUNTY
DEPARTMENT OF PUBLIC WORKS
ATTN: JACK REID / SOLID WASTE MANAGER
623 SHERIDAN ST.
PORT TOWNSEND, WA 98368

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Bryon Ross/KASEYM

B. Ross