

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FG*

Agenda Date: July 9, 2012

Subject: Contract for Vermicomposting Workshop Services

Statement of Issue: As part of the Public Works Solid Waste Division's education program, a specialist in vermicomposting is sought to lead public vermicomposting workshops in 2012 and 2013.

Analysis/Strategic Goals/Pro's & Con's:

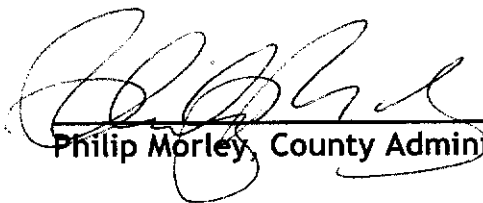
- Public Works staff lacks the expertise to conduct the workshops themselves
- This project advances several Guiding Principles and High Priority Recommendations of the County's Solid Waste Master Plan
- Vendor was selected using Vender List in accord with Ordinance No. 05-0601-92 (see attached list)

Fiscal Impact/Cost Benefit Analysis: Project costs are less than what has been allocated for in the 2012 budget for solid waste education activities.

Recommendation: Award contract

Department Contact: Al Cairns X243

Reviewed By:



Philip Morley, County Administrator

7/5/12

Date

VENDOR LIST BID INFORMATION AS PER ORDINANCE NO. 05-0601-92

PROJECT INFORMATION
 Project Manager: Al Cairns
 Project Name: Vermicomposting Workshops
 Project Number: 4015371910
 Materials/Supplies/Services Needed: Workshop Facilitation

SCOPE OF WORK
 Vendor to conduct four (4) workshops with up to fifty (50) participants ea. on vermicomposting techniques
 Vendor to supply twenty five (25) worm bins at ea. workshop
 Vendor to supply twenty five (25) lbs. of worms at ea. workshop
 Vendor to supply any necessary tools to install worm bin provided by the County
 Vendor to supply "how-to" educational materials for a min. 50 workshop attendees at ea. workshop (Min. 200 total)

VENDOR CONTACT INFORMATION

Vendor Name	Contact Name	Physical Address	Phone	E-Mail	Method of Contact	Date of Contact	Price Quote Amount
Bugabay Company, LLC	Todd Spratt	PO Box 267, Freeland, WA 98249	360-730-1619 office 530-559-5929 cell	info@bugabay.com	Phone/E-mail	5/16/2012	\$11,881
Secret Gardens, Inc.	Tess Sapia	Port Townsend, WA	(360) 385-4313	lessarama40@hotmail.com	E-mail	5/16/2012	Unavailable
	Candice Cosler	Port Townsend, WA		coslercs@gmail.com	Phone	5/16/2012	Unavailable
	Sebastian Aguilar	Port Townsend, WA		trainingcenter@greenbankfarm.co	E-mail	5/16/2012	Unavailable

PROFESSIONAL SERVICES AGREEMENT FOR

Vermicomposting Training

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County", and Bugabay Company, LLC, hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the County to provide training and equipment for vermicomposting.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor.
3. Time for Performance. Work under this contract shall commence upon the giving of written Notice to Proceed by the County to the Consultant. Consultant shall perform all services and provide all work product required pursuant to this agreement per Exhibit "A".
4. Payment. The Consultant shall be paid by the County for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$11,881.00 without express written modification of the agreement signed by the County.
 - b. The consultant may submit invoices to the County once per month during the progress of the work for partial payment for project completed to date, up to 80% of total project costs. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this agreement and its acceptance by the County.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

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e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of three (3) years after final payments. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.

6. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

7. Indemnification. Consultant shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees, or damage to property occasioned by a negligent act, omission or failure of the Consultant.

8. Insurance. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the COUNTY named as an additional insured in connection with the CONSULTANT'S performance of the contract.

Said liability policy shall name the County of Jefferson as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this agreement.

9. Independent Contractor. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or

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otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
12. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the County.
13. Non-Waiver. Waiver by the County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
14. Termination.
 - a. The County reserves the right to terminate this agreement at any time by giving ten (10) days written notice to the Consultant.
 - b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this agreement between surviving members of the Consultant and the County, if the County so chooses.

15. Notices. Notices to the County of Jefferson shall be sent to the following address:

Jefferson County Public Works
Attention Al Cairns
623 Sheridan Street
Port Townsend, WA 98368

Notices to Consultant shall be sent to the following address:

Bugabay Company, LLC
PO Box 267
Freeland, WA 98249

16. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both County and Consultant.

DATED this _____ day of _____, 2012

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SIGNATURE PAGE

DATED this _____ day of _____, 2012

Consultant

Todd Spratt
(Please print)

Todd Spratt
(Signature)

6-29-2012
Date

County of Jefferson
Board of Commissioners

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to Form Only:

David Alvarez 6/25/12
Date
David Alvarez
Deputy Prosecuting Attorney

Frank Gifford 7/2/12
Date
Frank Gifford
Public Works Director

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EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide the following services between the period of July 1st, 2012 and June 30th, 2013:

1. Facilitate four (4) vermicomposting workshops of a minimum two (2) hrs. duration in Jefferson County, WA; two (2) in 2012 and two (2) in 2013. Dates and locations to be determined by mutual written agreement.
2. Supply a total of one hundred (100) Bugabay In-ground Cedar Worm Boxes; fifty (50) in 2012 and fifty (50) in 2013.
3. Supply a total of one hundred (100) pounds of live red wiggler worms; fifty (50) pounds in 2012 and fifty (50) pounds in 2013.

Notes:

- Worm Boxes to be delivered to a storage facility in Jefferson County for final assembly. Location to be determined by the County.
- County to provide power for a portable air compressor for assembly of units.
- Four to six units will be available for distribution at each workshop.

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EXHIBIT B

PAYMENT

The Consultant shall be paid for services in accord with the fee schedule below:

Item	Qty.	Unit Price	Total
2012			
BUGABAY IN-GROUND CEDAR WORM BOX	50	\$ 80	\$ 4,000
WORKSHOP TRAVEL TIME AND PRODUCT DELIVERY FEE	2	\$ 50	\$ 100
REDWORMS 50 - 1 LBS FOR 2012, SHIPPING INCLUDED	50	\$ 25	\$ 1,250
BUGABAY IN-GROUND CEDAR WORM BOX	50	\$ 80	\$ 4,000
WORKSHOP CONDUCTED BY VERMITECH SPECIALIST TODD SPRATT - DONATED TIME	4	\$ 100	\$ -
2013			
BUGABAY IN-GROUND CEDAR WORM BOX	50	\$ 80	\$ 4,000
WORKSHOP TRAVEL TIME AND PRODUCT DELIVERY FEE	2	\$ 50	\$ 100
RED WORMS 50 - 1 LBS FOR 2013, SHIPPING INCLUDED	50	\$ 25	\$ 1,250
WORKSHOP CONDUCTED BY VERMITECH SPECIALIST TODD SPRATT - DONATED TIME	4	\$ 100	\$ -
Subtotal			\$ 10,900
Tax @ .090%			\$ 981
Total			\$ 11,881

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