

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FG*

Agenda Date: February 11, 2013

Subject: Solid Waste Disposal Facility Leachate Transportation Agreement

Statement of Issue:

The Jefferson County Transfer Station Facility generates leachate which is collected into two 1000-gallon tanks. Public Works contracts the periodic hauling of the leachate to a Wastewater Treatment Plant for disposal and treatment. Leachate disposal is ensured through a separate Agreement with the Wastewater Treatment Plant.

The Contractor was selected using the County's Small Works Roster procedures.

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

This Agreement addresses the County's goal on maintaining and enhancing environmental quality, while providing opportunity for sustainable natural resource utilization.

Fiscal Impact/Cost Benefit Analysis:

The cost benefit would be a predictable cost for the service to one of the alternative Waste water Treatment Plants for a five year period. This item was approved in the 2013 Solid Waste Fund budget.

Recommendation:

Approve and sign all three attached originals of the Agreement and return two originals to Public works.

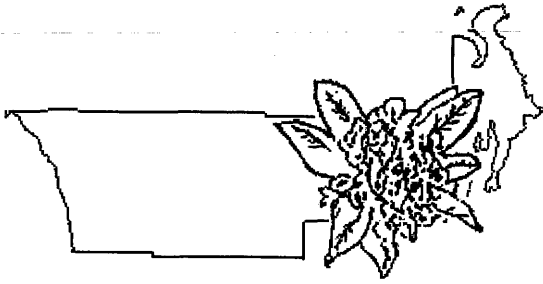
Department Contact:

Dennis Bates, Solid Waste Operations Coordinator
(360) 385-0404

Reviewed By:


Philip Morley, County Administrator

2/6/13
Date



**Jefferson County
Department of Public Works**

623 Sheridan St.
Port Townsend, WA 98368
(360) 385-9160

*Frank Gifford, Public Works Director
Monte Reinders, P.E., County Engineer*

SOLID WASTE DIVISION

PROFESSIONAL SERVICES CONTRACT

FOR THE

SOLID WASTE DISPOSAL FACILITY

LEACHATE TRANSPORTATION SERVICE

**PROFESSIONAL SERVICES CONTRACT FOR
LEACHATE TRANSPORTATION SERVICE**

THIS CONTRACT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County", and Good Man Inc., hereinafter referred to as "the Contractor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Contractor is engaged by the County to provide Leachate Transportation Services for the County's Solid Waste Operations.
2. Scope of Services. The Contractor agrees to perform the services as described in the attached Exhibit "A"-Minimum Specifications and Scope of Work.
3. Term of Contract. Work under this contract shall commence upon the giving of written notice by the County to the Contractor to proceed. The length of the Contract shall be for a minimum of one (1) year, automatically renewed annually for four (4) years with the cost established herein. The County and the Contractor reserves the option to negotiate terms of the Contract at the end of each year with at least ninety (90) days written notice prior to the end of each term of the Contract. Cancellation of Contract by either party shall be in writing at least sixty (60) days prior to the discontinuation of service.
4. Payment. The Contractor shall be paid by the County for completed services rendered under this Contract as provided in Exhibit "C" attached hereto following receipt of Contractor's invoice and approval by the County, and in accordance with the County's normal schedule for processing invoices and warrants.
5. Risk of Loss. The risk of loss from any casualty to the Services, regardless of cause, shall be on the Contractor until the services have been received by the County as per the attached Exhibit "A"-Minimum Specifications and Scope of Work.
6. Compliance with laws. Contractor shall, in performing the services contemplated by this Contract, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Contract.
7. Indemnification. Contractor 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 Contractor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Contractor.
8. Insurance.
The Contractor shall obtain and keep in force during the terms of the Contract, policies of insurance as follows. 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. 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.

Workers Compensation and Employers Liability Insurance maintained for the life of the Contract, including Employers Liability Coverage, in accordance with the laws of the State of Washington.

Commercial Automobile Liability Insurance providing bodily injury, death and property damage liability coverage for all owned, hired and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence with the County named as an additional insured party under this policy. 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.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

The County shall be named as an additional insured party under this policy.

Such insurance coverage shall be evidenced by one of the following methods:

- * Accord Certificate of Insurance;
- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Certificates of coverage as required by this section shall be delivered to the County within twenty (20) days of execution of this Contract.

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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The 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 The Contractor from any liability under the Contract, 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 of 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 Consultant until such time as the Contractor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service Contracts.

9. Independent Contractor. The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Contract. The County shall not be responsible for withholding or 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 Contractor, or any employee of Contractor.
10. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, 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 Contractor, 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 Contractor, with regard to the work performed by it under this Contract, 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 Contractor shall not sublet or assign any of the services covered by this Contract without the express written consent of the County.
13. Non-Waiver. Waiver by the County of any provision of this Contract or any time limitation provided for in this Contract shall not constitute a waiver of any other provision.
14. Termination. Either of the parties shall have the right to cancel this Contract on giving sixty (60) days prior written notice of the intent to do so to the other party.
15. Notices. Notices to the County of Jefferson shall be sent to the following address:
Jefferson County Public Works
623 Sheridan Street
Port Townsend, WA 98368

Notices to Contractor shall be sent to the following address:
Good Man Inc.
2495 Cape George Road
Port Townsend, WA. 98368
16. Integrated Contract. This Contract together with attachments or addenda represents the entire and integrated Contract between the County and the Contractor and supersedes all prior negotiations, representations, or Contracts written or oral. This Contract may be amended only by written instrument signed by both County and Contractor.

SIGNATURE PAGE

DATED this 1 day of February, 2013.

Contractor

Goodman, Inc.

(Please print)

Mary Kay Brune

(Signature)

2/1/13

Date

County of Jefferson
Board of Commissioners

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to form only:

David Alvarez 1/23/13

David Alvarez

Date

Deputy Prosecuting Attorney

Frank Gifford 2/15/13

Frank Gifford

Date

Public Works Director

EXHIBIT A

MINIMUM SPECIFICATIONS AND SCOPE OF WORK

General Specifications

1. Contractor shall have a valid license for the transportation of Goods in Washington State.
2. Contractor shall use qualified personnel.

Leachate Transportation Services

The Contractor shall provide all labor, equipment and supplies to complete the following services:

1. Contractor shall be on call to pump and transport leachate from holding tanks within the Jefferson County Solid Waste Disposal Facility located at 325 Landfill Road, Port Townsend WA. 98368 to a County designated Wastewater Treatment Plant.
2. Contractor shall provide capacity to transport a minimum of two thousand (2,000) gallons of leachate per load.
3. Contractor shall pump leachate from the holding tanks within five (5) working days after notification.
4. Contractor shall contact the designated Wastewater Treatment Plant to reserve an appointment to dispose of the leachate.
5. Contractor shall weigh their truck coming into the Jefferson County Solid Waste Disposal Facility to establish a tare weight and outgoing to establish a loaded weight for each service trip.
6. Contractor shall off-load leachate in a manner approved by the Wastewater Treatment Plant personnel.
7. All services not specifically mentioned for this type of service shall be included in the contracted services and shall conform to what is usually provided to the trade in general.

Quantity of Work

The quantities of leachate that require transportation ranging from four (4) to six (6) trips a year, with lower frequency in the summer months. The quantities of leachate that require transportation stated are not guaranteed. Smaller or larger numbers of quantities maybe required.

Time and Hours of Operation

Work shall be accomplished on an "on-call" basis and in alignment with the hours the Jefferson County Solid Waste Disposal Facility and the designated Waste Water Treatment Plant Facility are open to the public Monday through Friday.

Compensation

Payment for services shall be paid monthly as prescribed on receipt of invoice for the term of the Contract per the price quotation listed on Exhibit "C".

Contractor's Responsibility

1. Sign the Contract and Exhibit "B"- Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
2. Provide the services described in this Exhibit "A".
3. Obtain all licenses and follow all County state, and federal regulatory requirements for leachate transportation services.
4. Schedule services for County's facilities through Jefferson County Solid Waste Division (Operations Coordinator, Dennis Bates, 360-385-0404 or Solid Waste Manager, 360-385-9160).
5. Furnish a copy of, prior to performing the work:
 - a. Certificates of Insurance meeting the requirements in the Professional Services contract, and
 - b. Contractor's business license.

County's Responsibility

1. Approve/disapprove any proposed change to Specifications.
2. Prepare and administer the Contract.
3. Pay Contractor for completed work in accordance with Specifications and Contract provisions.
4. Notify Contractor when and where service is required.
5. Pay the leachate disposal fees to the designated Wastewater Treatment Plant.

EXHIBIT B

**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.

Goodman, Inc.

Name of Contractor

Mary Kaye Blaine, Bookkeeper/Office Manager

Name and Title of Authorized Representative

Mary Kaye Blaine

Signature of Authorize Representative

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

EXHIBIT C

Leachate Transportation Services Quotation

Leachate Transportation Services Contract Cost Quotation shall include the following:

1. Washington State Sales Tax
2. Services Per Minimum Specifications (Exhibit "A")
3. All fees
4. Minimum of two thousand (2,000) gallons per load transported from the Jefferson County Solid Waste Disposal Facility located at 325 Landfill Road, Port Townsend, WA. 98368.

Contractor shall enter cost quotes for each designated Waste Water Treatment Plant Facility location listed below:

To Bremerton Waste Water Treatment Plant

Located at 1600 Oyster Bay Ave. S. Bremerton, WA 98312

Phone number - (360) 473-5448

Total Cost per load

\$ 418.00 + Tax 37.62 = 455.62

To Central Kitsap Waste Water Treatment Plant (Brownsville)

Located at 12351 Brownsville Highway, Poulsbo, WA. 98370

Phone number- (360) 337-7197

Total Cost per load

\$ 416.00 + Tax 37.44 = 453.44