


Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Monte Reinders, P.E. 
Public Works Director/County Engineer

Agenda Date: April 28, 2014

Subject: Closed Landfill and Septage Lagoon Groundwater Quality Analysis
- Professional Services Agreement

Statement of Issue: Per WAC 173-304, Public Works is required to submit quarterly and annual reports to Jefferson County Public Health on groundwater quality in the vicinity of the closed landfill and septage lagoon located at Co. Landfill Road. These reports must include analysis review and recommendations, and be signed by, a WA State licensed hydrogeologist. The current Agreement ends in June 2014.

Analysis/Strategic Goals/Pro's & Con's: Three firms were selected from eight best qualified firms listed in the Water Quality Monitoring section of the Professional Services Roster. Evaluation and scoring based on experience with landfills, post-closure requirements, and local hydrogeology, previous work with the County landfill and use of the Sanitas statistical trend analysis software package used by the County, led to selection of the firm best-qualified to meet Public Works needs.

Fiscal Impact/Cost Benefit Analysis: The negotiated fee schedule is budgeted for three years, 2014 through 2017. Anticipated revisions to monitoring requirements as a result of the proposed scope of work, when approved by Public Health/W Dept. of Ecology would result in an estimated annual saving of \$7,500.

Recommendation: Approve and sign the Professional Services Agreement with Aspect Consulting LLC.

Department Contact: Richard Talbot x213

Reviewed By:


Philip Morley, County Administrator

4/23/14
Date

**PROFESSIONAL SERVICES AGREEMENT FOR
CLOSED LANDFILL AND SEPTAGE LAGOON
GROUNDWATER QUALITY ANALYSIS**

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County", and Aspect Consulting 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 review and analysis of data gathered pertaining to waste management post-closure landfill and septage lagoon groundwater conditions.
2. Scope of Services. Consultant agrees to perform the services, identified in Exhibit A, Scope of Work attached hereto.
3. Time for Performance. Work under this contract shall commence upon the giving of written notice by the County to the Consultant to proceed. Consultant shall perform all services and provide all work product required pursuant to this agreement as specified in Exhibit A and Task Assignment Documents.
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 the amounts as described in Exhibit B, Table 1, without 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 within 30 days of the date of Consultant's invoice.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon verification by the County of work completed under this agreement, and its acceptance by the County, within 30 days of the date of Consultant's invoice.
 - 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.

- 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.

General commercial liability insurance in an amount not less than a single limit of one million and 00/100 dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

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 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
Solid Waste Division
623 Sheridan Street
Port Townsend, WA 98368

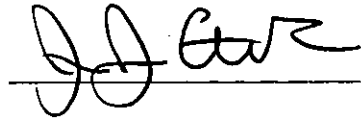
Notices to Consultant shall be sent to the following address:

Aspect Consulting LLC
350 Madison Ave. N.
Bainbridge Island, WA 98110

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 _____, 2014

Aspect Consulting LLC
John Strunk, Partner



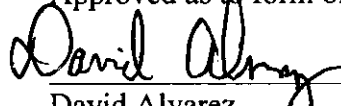
COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

John Austin, Chair


Phil Johnson, Member

David Sullivan, Member

Approved as to form only:

 4/9/14

David Alvarez Date
Deputy Prosecuting Attorney

 4.14.14

Monte Reinders, P.E. Date
Public Works Director/County Engineer

Exhibit A

SCOPE OF WORK

Closed Landfill and Septage Lagoon Groundwater Quality Analysis

TASK ORDER AGREEMENT

Each item of work under this AGREEMENT will be provided by task assignment made by the COUNTY and shall be issued in writing by a Task Assignment Document. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the COUNTY. The COUNTY is not obligated to assign any specific number of tasks to the CONSULTANT, and the COUNTY'S and CONSULTANT'S obligation hereunder are limited to tasks assigned in writing. Task assignments include, but are not limited to, the following:

Task 1 - Annual Analysis and Recommendations

Task 2 - Quarterly Report and Review

Task 3 – Technical Memorandum

Task 4 – Restructuring of the Annual Report

Task 5 – Additional Technical Support

An assignment shall become effective when a Task Assignment Document is signed by the CONSULTANT and the COUNTY, except that emergency actions requiring a 24-hour or less response can be initiated by oral authorization. Such oral authorization shall be followed up with a Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the COUNTY.

TASK ASSIGNMENT DOCUMENT

Task No. 1

The general provisions and clauses of the Professional Services Agreement shall be in full force and effect for this Task Assignment.

Location: 325 County Landfill Rd., Port Townsend, WA 98368

Project title and description of work:

Task 1 - Annual Analysis and Recommendations

- 1.1 Review quarterly groundwater quality data and statistical analyses completed by the County per the Jefferson County Sanitary Landfill and Septage Lagoon Closure/Post Closure Plan.
- 1.2 Develop a discussion and summary of the groundwater quality data and statistical analyses and provide conclusions & recommendations based on quarterly data.
- 1.3 Review Annual Report prepared by Conservation District staff for Jefferson County and provide the required stamp and signature of a Washington State licensed hydrogeologist on Aspect Consulting, LLC letterhead

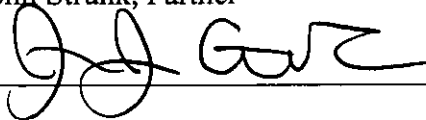
Completion Date: Upon delivery of the 2016 Annual Analysis and Recommendation Report but no later than June 30, 2017

Payment: See Exhibit B – Consultant Fee Schedule

Authorization Date: _____

Consultant:

Aspect Consulting LLC
John Strunk, Partner



County Approving Authority:

Jefferson County Department of Public Works
Monte Reinders, P.E., Public Works Director

TASK ASSIGNMENT DOCUMENT

Task No. 2

The general provisions and clauses of the Professional Services Agreement shall be in full force and effect for this Task Assignment.

Location: 325 County Landfill Rd., Port Townsend, WA 98368

Project Title and description of work:

Task 2 - Quarterly Report and Review

- 2.1 Review four (4) quarterly groundwater monitoring reports each year prepared by Conservation District staff for Jefferson County and provide the required stamp and signature of a Washington State licensed hydrogeologist on Aspect Consulting, LLC letterhead

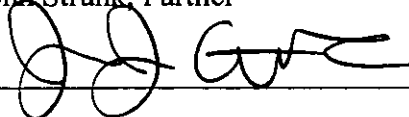
Completion Date: Upon delivery of the 2016 fourth quarter Report and Review but no later than March 31, 2017

Payment: See Exhibit B – Consultant Fee Schedule

Authorization Date: _____

Consultant:

Aspect Consulting LLC
John Strunk, Partner



County Approving Authority:

Jefferson County Department of Public Works
Monte Reinders, P.E., Public Works Director

TASK ASSIGNMENT DOCUMENT

Task No. 3

The general provisions and clauses of the Professional Services Agreement shall be in full force and effect for this Task Assignment.

Location: 325 County Landfill Rd., Port Townsend, WA 98368

Project Title and description of work:

Task 3 – Technical Memorandum

- 3.1 Summarize WAC 173-200 groundwater quality criteria exceedances and detection of VOCs, statistical evaluations of up and down gradient analytical results, seasonality effects, and trends in the analytical results.
- 3.2 Recommendations for modifications to the quarterly and annual groundwater monitoring reports, including support for only annual reporting of groundwater level contours maps, to be approved prior to the initiation of Task 4.
- 3.3 Prepare a technical memorandum that provides evidence and justification for a reduction in the groundwater sampling and reporting frequency from quarterly to at least semiannually or less frequently. This should be in a form suitable as an attachment to a Jefferson County request to Jefferson County Public Health and WA Dept. of Ecology for consideration of a modification to the post-closure groundwater monitoring requirements.


Completion Date: Upon delivery of the Technical Memorandum but no later than December 30, 2014

Payment: See Exhibit B – Consultant Fee Schedule

Authorization Date: _____

Consultant:

Aspect Consulting LLC
John Strunk, Partner



County Approving Authority:

Jefferson County Department of Public Works
Monte Reinders, P.E., Public Works Director

TASK ASSIGNMENT DOCUMENT

Task No. 4

The general provisions and clauses of the Professional Services Agreement shall be in full force and effect for this Task Assignment.

Location: 325 County Landfill Rd., Port Townsend, WA 98368

Project Title and description of work:

Task 4 – Restructuring of the Annual Report

- 4.1 Restructure the Annual Report so that detailed discussion of statistical data is moved to appendices, and a summary of the results and the implications for the scope of on-going groundwater monitoring is presented in the main body of the report. This will provide technical clarification and support for Task 3.3.

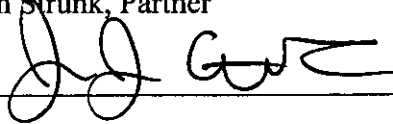
Completion Date: Upon delivery of the 2014 Annual Report, but no later than June 30, 2015

Payment: See Exhibit B – Consultant Fee Schedule

Authorization Date: _____

Consultant:

Aspect Consulting LLC
John Strunk, Partner



County Approving Authority:

Jefferson County Department of Public Works
Monte Reinders, P.E., Public Works Director

TASK ASSIGNMENT DOCUMENT

Task No. 5

The general provisions and clauses of the Professional Services Agreement shall be in full force and effect for this Task Assignment.

Location: 325 County Landfill Rd., Port Townsend, WA 98368

Project Title and description of work:

Task 5 – Additional Technical Support

- 5.1 Research and evaluation of potential impacts to the perched groundwater table related to past clear-cutting of land adjacent to the septage lagoon.
- 5.2 Creation of groundwater elevation contour maps required for quarterly reports using Consultants contouring and CAD software.
- 5.3 Additional technical support provided to the County for statistical analyses incorporated in reports using SANITAS software.

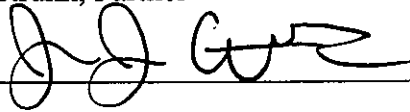
Completion Date: No later than December 30, 2014

Payment: See Exhibit B – Consultant Fee Schedule

Authorization Date: _____

Consultant:

Aspect Consulting LLC
John Strunk, Partner



County Approving Authority:

Jefferson County Department of Public Works
Monte Reinders, P.E., Public Works Director

Exhibit B

CONSULTANT FEE SCHEDULE

Closed Landfill and Septage Lagoon Groundwater Quality Analysis

Table 1 below provides a summary of the Consultant Fee Schedule for Tasks 1 through 5 of the Agreement. Additional tasks may be assigned, with the scope of work and negotiated Consultant fees made part of the Agreement through a formal Task Assignment. **Table 2** provides Consultant unit rates used as the basis for Table 1 Fees.

Table 1 – Consultant Fee Schedule			
Task No. & Description	Not to Exceed Amounts		
	Year 1 (2014)	Year 2 (2015)	Year 3 (2016)
Task 1- Annual Analysis and Recommendation	\$3,866	\$4,060	\$4,253
Task 2 - Quarterly report and Review	\$4,720	\$4,956	\$5,192
Task 3 - Tech. Memorandum - Sampling Frequency	\$5,385		
Task 4 – Restructure Annual Report	\$1,368		
Task 5 – Additional Support	\$1,981		
TOTAL Fees	\$17,320	\$9,016	\$9,445
5% Contingency	\$1,789		
TOTAL Budget - Year 1 (2014) thru Year 3 (2017)	\$37,570		

Table 2 - Unit Rates				
CATEGORY	UNIT	RATE		
		Year		
		2014	2015	2016
DIRECT SALARY COST (DSC)				
Senior Associate Hydrogeologist	per hour	\$60.21	\$63.22	\$66.23
Senior Project Hydrogeologist	per hour	\$36.57	\$38.40	\$40.23
Clerical	per hour	\$27.30	\$28.67	\$30.03
Technical Drafting (AutoCAD)	per hour	\$32.95	\$34.60	\$36.24
OVERHEAD (OH)	% DSC	189.45%		
FIXED FEE (FF)	%(DSC + OH)	10%		
REIMBURSEABLES	% DSC	4%		