

Jefferson County  
Board of Commissioners  
Agenda Request

**To:** Board of Commissioners  
Philip Morley, County Administrator

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

**Agenda Date:** July 7, 2014

**Subject:** Refrigerating Appliance Recycling Services

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**Statement of Issue:** Public Works is required to manage the disposal of refrigerating appliances including hazardous ozone-depleting gasses, chlorinated oil, and mercury-bearing lamps and switches. After hazardous components are removed, resulting hulks contain metals and non-recyclable materials that can be respectively recycled or disposed.

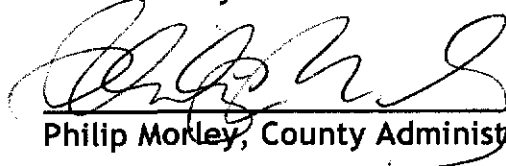
**Analysis/Strategic Goals/Pro's & Con's:** The Small Works Roster review and a northwestern Washington search were conducted. One viable service provider was identified and has responded to a Request for Quotes. Total Reclaim of Seattle, WA will fulfill State and Federal handling obligations for refrigerating appliances.

**Fiscal Impact/Cost Benefit Analysis:** Due to an adequate value of recovered refrigerants and metals to the contractor, this refrigerating appliance processing agreement is very close to a no-cost agreement. The relatively rare appliances with inorganic refrigerants are expected to cost Solid Waste less than \$400 annually. Refrigerating appliance processing is included in the Public Works Solid Waste budget.

**Recommendation:** Sign 3 original contracts with Total Reclaim and return 2 to Public Works.

**Department Contact:** Jerry Mingo, Moderate Risk Waste Coordinator, ext. 230

**Reviewed By:**

  
Philip Morley, County Administrator

  
Date

**CONTRACT FOR**  
**REFRIGERATING APPLIANCES RECYCLING SERVICES**

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

1. Project Designation. The Contractor is retained by the County to process waste refrigerating appliances including refrigerant recovery, mercury switch removal and refrigerating appliance recycling.
2. Scope of Services. Contractor agrees to perform the services, identified in Attachment A attached hereto, including the provision of all labor, supplies, equipment and other Contractor-incurred costs associated with the processing of refrigerating appliances. The Scope of Services does not include transportation from Jefferson County to the Contractor.
3. Time for Performance. Work under this contract shall commence upon the giving by the County to the Contractor of a written Notice to Proceed and shall continue for a term of four years from the date signed by the Board of County Commissioners unless terminated or mutually renewed in writing prior to the original expiration date for a maximum of four additional years.
4. Payment. The Contractor shall be paid by the County for completed work and for services rendered under this agreement as follows:
  - a. The County will review Invoices submitted by the Contractor and upon approval thereof by the County, payment in full will be made to the Contractor.
  - b. An Invoice must include the Contractor Name, telephone number, quantity of refrigerating appliances received, date of delivery, the unit rate of payment, the tax rate, and total due to the Contractor.
  - c. 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.
  - d. The rate of payment to the Contractor shall be \$25.00 per sulfur dioxide or ammonia-containing refrigerating appliance delivered to the Contractor. No payment will be made to the Contractor for organic refrigerant-based appliances.
5. Compliance with laws. Contractor 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.

6. 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.
7. Insurance. The Contractor shall obtain and keep in force during the terms of the Agreement, policies of insurance as follows:

If and only if the Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Contractor, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Contractor is located.

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 CONTRACTOR'S performance of the contract.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and a 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.

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

- \* 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 fifteen (15) days of execution of this agreement.

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 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 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 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 Contractor 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 agreements.

Any insurance coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon the Contractor's failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

8. Independent Contractor. The Contractor and the County agree that the Contractor 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 Contractor nor any employee of Contractor 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 Contractor, or any employee of Contractor.
9. 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.
10. Discrimination Prohibited. The Contractor, 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.
11. Assignment. The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of the County.
12. 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.
13. Termination. The County and the Contractor shall have the right to terminate this agreement at any time by giving ninety days written notice.
14. Notices. Notices to the County of Jefferson shall be sent:  
Jefferson County Public Works  
ATTN: MRW Coordinator  
623 Sheridan Street  
Port Townsend, WA 98368

Notices to Contractor shall be sent to:  
Total Reclaim  
2200 6th Ave. S.  
Seattle, WA 98134

15. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the County and the Contractor 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 Contractor.

DATED this 16<sup>TH</sup> day of JUNE, 20 14.

JEFFERSON COUNTY  
BOARD OF COMMISSIONERS

TOTAL RECOMM INC  
Name of Contractor

John Austin, Chair

CRAIG LORCH  
Contractor Representative (Please print)

Phil Johnson, Member

[Signature]  
(Signature)

David W. Sullivan, Member

VICE PRESIDENT  
Title

6/16/14  
Date

Approved as to form only:

David Alvarez 6/6/14  
Date  
David Alvarez  
Deputy Prosecuting Attorney

[Signature] 6-18-14  
Date  
Monte Reinders, P.E.  
Public Works Director/County Engineer

## ATTACHEMENT A

### GENERAL SPECIFICATIONS

#### General Specifications

These specifications describe refrigerating appliance processing for Jefferson County Public Works Solid Waste Division. Jefferson County operates a solid waste transfer station at which refrigerating appliances are accepted from the general public. Refrigerating appliances can include residential and occasional commercial refrigerators, freezers, air conditioners, heat pumps and water chillers. The County has accepted approximately 225 units annually.

#### 1. Processing of Refrigerating Appliances

Processing includes:

- The recovery and reclamation of usable organic refrigerant gasses,
- Hazardous waste disposal of mixed or contaminated refrigerant gasses and of halogenated compressor oils, and
- Removal and recycling or hazardous waste disposal of integral mercury-bearing switches and of integral fluorescent lamps.
- Separation of recyclable metal in accordance with market specifications,
- Separation of non-recyclable and non-hazardous materials for solid waste disposal.
- The handling of ammonia or sulfur dioxide refrigerants according to standard industry practices.

#### 2. Location of Services

Contractor will perform processing on its own premises at 2200 6<sup>th</sup> Ave S., Seattle, Washington. Jefferson County will provide transport of refrigerating appliances to the Contractor's premises.

The Contractor will provide a list of permitted disposal or recycling subcontractor names and locations prior to commencing with processing of refrigerating appliances delivered from Jefferson County.

#### 3. Disposal of Materials

Contractor will dispose or recycle all materials arising from the described services in accordance with federal, state and local regulations.

Materials expected from the processing of refrigerating appliances include reclaimable and non-reclaimable refrigerants, halogenated compressor oils, mercury-bearing lamps and electrical switches, recyclable ferrous and non-ferrous metals, various polymers and insulation materials.

The Contractor shall exercise the following hierarchy for management of the materials resulting from the processing of refrigerating appliances: Reclamation, recycling, solid waste disposal, hazardous waste disposal.