


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: July 21, 2014

Subject: Solid Waste Facility Closed Landfill Biogas Flare Preventive Maintenance (PM) Contract

Statement of Issue:

Jefferson County's closed landfill and air quality permits require Public Works to comply with Washington State and Federal regulations for the post closure area. Jefferson County does not have qualified/trained personnel to perform repairs or maintenance on the biogas flare system used to extract and burn off landfill gas in the post-closure area. This system was designed and installed by the John Zink Company which has certified technicians for routine maintenance. The contract was awarded using the Small Works Roster process.

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

This contract addresses the County's goal to provide adequate public facilities and improve the effectiveness and efficiency of County government. John Zink Company provides a 10% discount for repair services under a Preventative Maintenance Contract. Preventive maintenance will ensure the gas flare continues working properly and in compliance with Jefferson County's operating permits.

Fiscal Impact/Cost Benefit Analysis:

Operating funds have been allocated in the approved 2014 solid waste budget.

Revenue:	401.000.010/343.70.00
Expenditure:	401.000.010/537.00.48
Amount:	\$1,300/year PM contract

Recommendation:

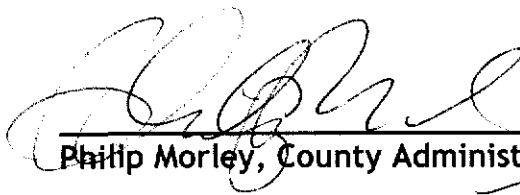
Approve and sign the attached original contract copies for the Solid Waste Disposal Facility and return two copies to Public Works.

Department Contact:


Richard Talbot, Solid Waste Manager 360-385-9213

Dennis Bates, Project Manager 360-385-0404

Reviewed By:



Philip Morley, County Administrator



Date

DOMESTIC —PM TECHNICAL ASSISTANCE AGREEMENT (VAPOR CONTROLS)

Scheduled Starting Date of Services: On Award

Scheduled Completion Date of Services: Evergreen

Is work tax exempt? [] Yes or X No - If yes, return a tax exempt certificate with this agreement otherwise tax will be charged.

"COMPANY": Jefferson County
Address: 623 Sheridan St., Port Townsend, WA. 98368
Billing Address: Same
Work Site Address: 325 County Landfill Road
Port Townsend, WA 98368
Point of Contact: Dennis Bates
Phone: (360) 385-0404
Fax: (360) 379-4934
eMail: dbates@co.jefferson.wa.us

"CONTRACTOR": PM SO# 937472
Contractor: John Zink Company, LLC
Address: 11920 East Apache, Tulsa, Oklahoma 74116
Point of Contact: Konan Kile; Mrs. Michelle Witcher
Phone: 253-906-6014; 918-234-5718
FAX: 918-234-1968
E-mail: michelle.witcher@johnzink.com
Equipment:
S.O. #: AO01805
Model #: BF - 3" x 15' Utility
Manufacture: John Zink

CALCULATION AND PAYMENT OF CHARGES

Price for Scheduled Preventative Maintenance (PM) Services: The rate, inclusive of travel expenses, shall be \$ annually or \$1300 per visit, per unit. The price for the PM is fixed for one year from the date this agreement is signed and then may be adjusted a maximum of 10% per year with a 30 day written notice. Training: Annual training required to enter the facility will be billed at cost for the training, plus the man hours required for the training. Rates for Call-Out Services: Calculations of rates for Labor, Travel Time, Travel Expenses, Living Expenses, Standby Time, Training, Field Materials, OEM Replacement Parts, Subcontracted Work, Rental Equipment, JZ Owned Equipment, and Freight shipments shall be governed by Exhibit 1 "Domestic Reimbursable Hourly Rate Schedule" hereto attached. Payment of invoices shall be made net 30 days after submittal of the invoice. Documents supporting the invoices shall be furnished upon request. Payments due hereunder are not subject to any setoffs with any other contract.

WORKING HOURS

The normal working hours, consists of "Straight Time" rates apply to the first eight (8) hours (per shift) of the workday on Monday, Tuesday, Wednesday, Thursday, or Friday. "Overtime" rates apply for all hours in excess of Straight Time, except for Double Time situations. "Double Time" rates apply on nationally recognized Holidays and on Saturday, Sunday after the first eight (8) hours (per shift) of the workday.

SERVICES PROVIDED

Under the terms of this Agreement, the Contractor shall furnish (a) Preventative Maintenance (PM) for a: BioGas Flare System on a: Semi-Annual [], Quarterly [], Monthly [], Annual X [] or [] basis. (b) Call-Out, repair, and/or retrofit services requested by an authorized representative of the Company on an as-needed basis. All services performed by the Contractor are expressly limited and conditioned upon the Company's acceptance of this Technical Assistance Agreement and the terms stated therein and any provision or differing terms proposed by Company shall be void and of no effect, unless accepted in writing by Contractor. No change to this Agreement shall be valid unless in writing, signed by the Company and Contractor. If this Agreement is incorporated into the purchase order or other agreement issued by the Company, which shall only be done with the approval of the Contractor, the terms of this Agreement shall take precedence over all conflicting terms stated in such other documents.

SERVICES PROVIDED BY CONTRACTOR HEREUNDER DO NOT SERVE TO MODIFY, WAIVE OR OTHERWISE LIMIT OR EXPAND TERMS OF CONTRACT WHICH APPLY TO THE SALE OF EQUIPMENT UPON WHICH SERVICES ARE TO BE PERFORMED BY CONTRACTOR.

In witness whereof, the parties to this Agreement have executed this Agreement effective as of the latest date stated below.

COMPANY

(Signature)
Company (print): Jefferson County
Name (print):
Title (print):
Date:

CONTRACTOR

(Signature) [Handwritten Signature]
Contractor: John Zink Company, LLC
Name (print): Greg Babcock
Title (print): Vapor Control Group Service Manager
Date: 7-9-14

DOMESTIC - TECHNICAL ASSISTANCE AGREEMENT "H" (VAPOR CONTROLS)

1. RELATIONSHIP OF THE PARTIES. The parties hereto are independent contractors and neither the Contractor nor the Contractor's personnel are agents, servants or employees of the Company or its contractors or subcontractors. The Contractor shall notify the Company before proceeding with and upon completion of the services. At all times when Contractor's service personnel are present or performing services at the Company's work site, the Company shall provide an authorized representative to whom the Contractor's service personnel shall report and who shall be responsible for the safety of all persons and protection of all property in and adjacent to the work site. In providing the services hereunder, the Contractor assumes no right or duty to control or shut down the project or equipment or to control or direct the safety, operational, or maintenance procedures or methods utilized at the work site. Contractor assumes no responsibility for workmanship, productivity, technical qualification or training and qualification requirements of the personnel of the Company or others. Company shall provide emergency medical aid to Contractor's service personnel. Contractor shall reimburse Company for the cost of such aid.

2. ACCESS TO EQUIPMENT. Contractor shall have free access to the work site and the equipment.

3. EXCLUSIONS. Parts used shall be to the Company's account and shall be approved by the Company. Removed components shall be disposed of by, and decontamination shall be the responsibility of, the Company.

4. WARRANTY. All services shall be performed by Contractor in a workmanlike manner, consistent with U.S. industry practices. If, within three months of performance of the services, any services prove deficient, Contractor will correct the deficiency. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY STATED HEREIN. CONTRACTOR EXTENDS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. The Contractor shall not be responsible for goods and services furnished by the Company or others, or the costs thereof, without the Contractor's prior written agreement. Company's remedies under warranty are specifically limited to the correction of any deficient services performed by Contractor and are exclusive of all other remedies.

5. INSURANCE. Contractor shall maintain, and at Company's request shall provide Company with certificates evidencing, the following insurance coverage: (a) Statutory Workers' Compensation and Employer's Liability Insurance, with limits of \$500,000.00 per occurrence; (b) Commercial General Liability Insurance, with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence and in the aggregate; and (c) Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Contractor's certificate of insurance shall include insurers' statement that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Contractor shall not be required to provide endorsements of additional insured or waiver or subrogation. Company shall maintain the risk of physical loss or damage to its property and the work site, including, but not limited to, materials, equipment and supplies being shipped to, entering into, forming part of, or intended to be incorporated into the property at or near the work site.

6. INDEMNITY. CONTRACTOR SHALL, AT ITS OWN COST AND EXPENSE AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS, SUBJECT TO THE LIMIT ON CONTRACTOR'S LIABILITY, DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY, ITS PARENT, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THEIR SUCCESSORS AND ASSIGNS AGAINST ALL DAMAGES, LOSSES, COSTS, CLAIMS, STRICT LIABILITY CLAIMS, LIENS, ENCUMBRANCES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES), AS AND TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR. COMPANY SHALL, AT ITS OWN COST AND EXPENSE AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS, SUBJECT TO THE LIMITS ON COMPANY'S LIABILITY, DEFEND, INDEMNIFY AND HOLD HARMLESS CONTRACTOR, ITS PARENT, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THEIR SUCCESSORS AND ASSIGNS, AGAINST ALL DAMAGES, LOSSES, COSTS, CLAIMS, STRICT LIABILITY CLAIMS, LIENS, ENCUMBRANCES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES), AS AND TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COMPANY. ALL LIABILITY, LOSSES, DAMAGES, COSTS OR EXPENSES RESULTING FROM PERSONAL INJURY, INCLUDING DEATH, LOSS OF OR PHYSICAL DAMAGE TO PROPERTY, CAUSED BY THE JOINT OR CONCURRING ACTS OF COMPANY AND CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, SHALL BE BORNE BY COMPANY AND CONTRACTOR TO THE EXTENT EACH IS DETERMINED NEGLIGENT EITHER BY AGREEMENT OF THE PARTIES OR BY A COURT OF COMPETENT JURISDICTION. THE OBLIGATIONS OF THE PARTIES UNDER THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR OTHER TERMINATION OF THIS AGREEMENT.

7. LIMITATIONS OF LIABILITY. In no event, whether based on contract, indemnification, warranty, tort, or any other cause or combination of causes whatsoever, shall either party be liable to the other party or the other party's parent, affiliates, officers, directors, employees or agents, for loss of profit or special, incidental, indirect, or consequential damages. This limitation shall apply notwithstanding any failure of essential purpose of any limited remedy. Contractor's cumulative liability on all claims of any kind, whether based on contract, indemnification, warranty, tort, or any other cause or combination of causes whatsoever, shall in no event exceed the order price.

8. MISCELLANEOUS: (a) The Company's audit rights shall consist of Contractor making available for Company's examination, at Contractor's home offices, the directly relevant and pertinent time sheets. (b) This Agreement supersedes all previous agreements and understandings of the parties on this subject matter and constitutes the entire Agreement between the parties. (c) If any provision of this Agreement is held to be illegal or invalid for any reason by a court of competent jurisdiction, the remaining provisions hereof shall be unimpaired and the illegal or invalid provision shall be construed and applied so as to most closely effectuate its intent.

9. APPLICABLE LAW. These terms and conditions, this order and the legal relations of the parties shall be determined in accordance with the laws of the State of Texas, irrespective of Texas choice of law provisions. The parties disclaim any applicability of the U.N. Convention of the International Sale of Goods to the order. The parties hereby consent to the exclusive jurisdiction of either the District Court of Harris County, Texas, or the United States District Court for the Southern District of Texas, Houston Division (whichever is applicable), with respect to disputes relating to the order.



COMBUSTION

EXHIBIT 1

Domestic Reimbursable Hourly Rate Schedule

2014 (Rev 0)

Hourly Rates for Locations without a Preventative Maintenance (PM) Contract in place with JZ (These rates are our standard rates)

Table with 4 columns: Craft Description, Straight Time, Overtime, Double Time. Row: Service Technicians

Table with 3 columns: Engineering Description, Straight Time, Overtime. Rows: Drafting, Engineers, Senior Engineers / Project Manager

Hourly Rates for Locations with a Preventative Maintenance (PM) Contract in place with JZ (These rates are discounted 10% from our standard rates)

Table with 4 columns: Craft Description, Straight Time, Overtime, Double Time. Row: Service Technicians

Table with 3 columns: Engineering Description, Straight Time, Overtime. Rows: Drafting, Engineers, Senior Engineers / Project Manager

Notes: •The above hourly rates include those taxes imposed on income, gross receipts and contributions and taxes for unemployment insurance, old age retirement benefits, pensions, annuities imposed by the United States or any state or political sub-division thereof, however measured. •The above rates do not include VAT, sales taxes, use taxes, and/or excise taxes. •The above rates do not include travel and living expenses. •All rates are in US dollars.

OTHER FIELD CHARGES

- A. Travel Time: Man-hours for travel are calculated on a portal to portal basis and are in addition to hours worked.
B. Travel Expenses: JZ truck(s) will be billed at \$0.70 per mile. Airline tickets, rental cars, parking fees, toll roads, etc. will be invoiced at cost plus 15%.
C. Living Expenses: Meals and hotels will be invoiced at a cost plus 15%.
D. Standby Time: Service Technicians put on stand-by will be paid 8 hours/day. The minimum 8-hour shift can be combined with time worked during the shift. Overtime rates are paid when the work extends past the 8-hour minimum.
E. Training: Training required to enter the facility will be billed at cost plus 15% for the training, plus the man hours required for the training.
F. Field Materials: Field materials such as, pipe, fittings, flanges, gaskets, pipe supports, etc. will be billed at cost plus 20%.
G. OEM Replacement Parts: John Zink OEM parts and replacement equipment will be invoiced at normal pricing.
H. Subcontracted Work: will be billed at vendor's invoice plus 20%.
I. Rental Equipment: including, but not limited to cranes, forklifts, trailers, scaffold, welding machines, power tools, hand tools, breathing air, etc. will be billed at invoice plus 20%.
J. JZ Owned Equipment: (i.e.; trucks, tools, etc.) shall be billed at \$100.00 per day.
K. Freight shipments: ExWorks Tulsa, OK, or corresponding fabrication facility. Freight charges will be pre-paid and added to invoice.

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 JULY 9, 2014

Contractor JOHNZINK COMPANY, LLC.
(Please print)

By: GREG BABCOCK
(Please print)

[Signature]
(Signature)

State of Washington, Contractor Registration Number

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to form only:
David Alvarez 6/26/14
David Alvarez Date
Deputy Prosecuting Attorney

[Signature] 7-14-14
Monte Reinders, P.E. Date
Public Works Director/County Engineer