


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: August 18, 2014

Subject: Solid Waste Division Scale Maintenance and Certification Service
Contract - Unitec Corporation

Statement of Issue:

Washington State requires that all scales used for commerce are certified as accurate to tolerances established by NIST Handbook 44 (RCW 19.94, WAC 16-62). Jefferson County Public Works/Solid Waste Division charges fees for the disposal of municipal solid waste, yard debris and SQG (business) moderate risk waste. This 5-year contract includes scheduled quarterly certifications for the transfer station scale-house truck scales and the MRW scale, with additional repair call-outs as required for these scales plus the non-certified loading scales in the transfer station loading pit. 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. This planned work will meet the legal requirements for scales used for commerce, ensure their accuracy, and minimize any disruption to service caused by equipment breakdown or failure to certify during random State inspections.

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

Estimated Budget Impact: Total Not-to-Exceed \$43,493 over 5-year Contract

The 5-year costs are summarized in the Minimum Specifications and Scope of Work based on unit rates detailed on the Yearly Fee Schedule incorporated into the

Contract. The annual not-to-exceed costs for the scale inspection and certification component are based on four routine inspection and certifications each year; the 5-year not-to-exceed cost for the scales maintenance component is calculated based on four annual maintenance call-outs each year (based on recent experience). The total not-to-exceed contract cost is the total sum of these two component costs over the life of the contract.

Recommendation:

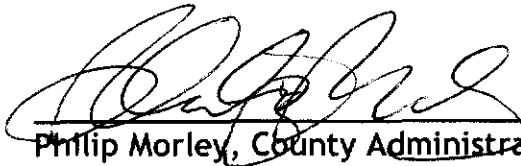
Public Works recommends the Board of County Commissioners approve and sign the attached original contract copies for Scale Maintenance and Certification Services and return two copies to Public Works.

Department Contact:

Richard Talbot, Solid Waste Manager 360-385-9213

Dennis Bates, Project Manager 360-385-0404

Reviewed By:


Philip Morley, County Administrator

8/13/19
Date

CONTRACT
JEFFERSON COUNTY, WASHINGTON

THIS AGREEMENT, made and entered into this _____ day of August, 2014, between the COUNTY OF JEFFERSON, acting through the Jefferson County Commissioners and the Director of Public Works under and by virtue of Title 36 RCW as amended and Unitec Corporation hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. The Contractor agrees to furnish all labor and equipment and do certain work, to-wit: That the Contractor herein will undertake and complete the following described work:

Solid Waste Disposal Facility Scale Maintenance and Certification Services located at 325 Landfill Road and 282 10th St., Port Townsend, WA, 98368 in accordance with and as described in the attached Minimum Specifications and Scope of Work and Yearly Fee Schedule which are by this reference incorporated herein and made a part hereof. The Contractor shall perform any alteration in or addition to the work provided in this contract and every part thereof.

The Contractor shall complete the described work as follows: The work shall be completed as described in the attached Minimum Specifications and Scope of Work; work under this Contract shall commence upon the County receiving all required documentation and a written Notice to Proceed issued by the County to the Contractor, and shall continue for a period of five (5) years from the date written above, except that the Contract may be cancelled by either Party issuing written notice at least 120 days prior to each annual anniversary of the above-written date of the Contract.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for completing the work provided for in this contract and every part thereof.

2. The County of Jefferson hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the goods and equipment described and to furnish the same according to the attached specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the condition provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this contract that may be ordered and to pay for the same under the terms of this contract and the attached specifications at the time and in the manner and upon the conditions provided for in this contract.

3. The Contractor for himself, and for his heirs, executor, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance from companies licensed in the State with a Best's rating of no less than A:VII. 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.

All notices shall name the Contractor and identify the agreement by contract number or some other form of identification necessary to inform the County of the particular contract affected.

A. Workers Compensation and Employers Liability Insurance. The Contractor shall procure and maintain for the life of the contract, Workers Compensation Insurance, including Employers Liability Coverage, in accordance with the laws of the State of Washington.

B. General Liability(1) - with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance coverage shall contain no limitations on the scope of the protection provided and indicate on the certificate of insurance the following coverage:

1. Broad Form Property Damage with no employee exclusion;
2. Personal Injury Liability, including extended bodily injury;
3. Broad Form Contractual/Commercial Liability including completed operations (contractors only);
4. Premises - Operations Liability (M&C);
5. Independent Contractors and Subcontractors; and
6. Blanket Contractual Liability.

(1)Note: The County shall be named as an additional insured party under this policy.

C. Automobile (2) - with a minimum limit per occurrence of \$1,000,000 for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance shall indicate on the certificate of insurance the following coverage:

1. Owned automobiles;
2. Hired automobiles; and,
3. Non-owned automobiles.

(2) Note: The County shall be 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.

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.

5. The Contractor shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, WA.

The Contractor shall indemnify and hold the County, and its officers, employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the Contractor's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Contractor to indemnify the County against and hold harmless the County from claims, demands or suits based solely upon the conduct of the County, its officers, employees and agents, and; provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the Contractor's agents or employees; and, (b) the County, its officers, employees and agents, this indemnity provision with respect to claims or suits based upon such negligence, and/or the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the Contractor's negligence, or the negligence of the Contractor's agents or employees.

Claims against the County shall include, but not be limited to assertions that the use and transfer of any software, book, document, report, film, tape, or sound reproduction of material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition.

The Contractor specifically assumes potential liability for actions brought against the County by Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.

6. The Contractor's relation to the County shall be at all times as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, and any and all employees of the Contractor or other persons engaged in the performance of any work or service required of the Contractor under this Agreement shall be considered employees of the Contractor only and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of the Contractor.

7. The Contractor shall not sublet or assign any of the services covered by this contract without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

8. Nothing in the foregoing clause shall prevent the County, at its option, from additionally requesting that the Contractor deliver to the County an executed bond as security for the faithful performance of this contract and for payment of all obligations of The Contractor. For Contracts of \$35,000 or less, the County may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW.

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 Aug. 1, 2014

Contractor
Unitec Corporation
(Please print)

By: James Jacobson
(Please print)

James Jacobson
(Signature)

UNITEC # 148QP
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: 7/29/14
David Alvarez Date
Deputy Prosecuting Attorney

Monte Reinders 8.5.14 Date
Monte Reinders, P.E.
Public Works Director/County Engineer

**JEFFERSON COUNTY DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DISPOSAL FACILITY
SCALE MAINTENANCE AND CERTIFICATION SERVICES
MINIMUM SPECIFICATIONS AND SCOPE OF WORK**

These Specifications describe the work for the Scale Maintenance and the Scale Certification Services. It will be the responsibility of the Vendor to conform to these Minimum Specifications.

Facilities Information

Jefferson County Solid Waste Division operates a Transfer Station at 325 County Landfill Road, Port Townsend, WA 98368. The Transfer Station entry road has two 35-foot Mantle truck scales installed in 1986 that are used to determine weights to calculate a fee for customers using the facility. These scales must be certified that they are in compliance with the Weights and Measures RCW 19.94, WAC 16-662 and NIST Handbook 44.

The Transfer Station also has two GSE truck scales installed in 1995 in the loading bay where a fifty-five (55) foot open-top solid waste container is stationed. The solid waste container is loaded from the top and the waste is compacted with a Knuckle-boom crane. These scales are not required to be certified by the state but may require periodic maintenance as the weights have to be constant in their reading.

Solid Waste Division also operates a Moderate Risk Waste Facility at 282 10th Street, Port Townsend, WA. 98368. This facility collects waste from Small Quantity Generators and charges them a fee per pound for their waste. This scale is a 4-foot by 4-foot Rice Lake Scale model number RL30000A-2.5K installed in 2000. This scale must be certified that it complies with the Weights and Measures RCW 19.94, WAC 16-662 and NIST Handbook 44.

Quantity of Work

Vendor shall provide all labor and supplies to complete the work specified. For the purpose of this Contract the number of routine inspections and certifications, and maintenance call-out visits required is estimated to be:

Scale Equipment	Routine Inspections and Certifications Per Year	Maintenance Call-out Visits Per Year
Two (2) Mantle 35-foot Truck scales	4	Up to 4 on request
Two (2) GSE truck scales	0	
One (1) Rice Lake 4x4 foot scale	4	
	Visits are concurrent	

The number of scale maintenance call-outs per year is a best estimate of the work involved. All maintenance work is on an as-needed basis and more or less work may be required in any one year.

Hours of Operation

Work shall be completed between the hours of 7:30 a.m. to 4:30 p.m. Monday through Friday with the exception of public holidays. All work shall be scheduled in advance.

Scales Inspection and Certification Scope of Work

Routine inspection, calibration, maintenance, testing and incidental supplies required as part of Scales Inspection and Certification work shall be completed at the Flat Rate Fee per visit shown below, which shall include all costs associated with this work. This work IS NOT Prevailing Wage work.

	<u>Flat Rate Fee per Visit</u>	<u>Annual Not-to-exceed Cost¹</u>
Year 1 (2014/2015)	\$565	\$2,260
Year 2 (2015/2016)	\$585	\$2,340
Year 3 (2016/2017)	\$595	\$2,380
Year 4 (2017/2018)	\$610	\$2,440
Year 5 (2018/2019)	\$625	\$2,500

¹ For this Component of work

Vendor will undertake and complete the following described work:

1. Provide scale certification and associated testing service for the Jefferson County Solid Waste Facilities as described using Washington State certified technicians.
2. Test and adjust scales as required.
3. Inspect the weight bridge, load cells area and bumper bolts.
4. Inspect equipment for proper working order.
5. Report types of work accomplished, condition of scales, and provide certification documentation.
6. Vendor shall provide itemized billing for work accomplished to Jefferson County Public Works, 623 Sheridan St., Port Townsend, WA 98368, Attn. Solid Waste.
7. Vendor is responsible for all permits and fees that pertain to performing their work and are to be included in the Quote.
8. Shall be in compliance with all local, state, and federal regulations.

Scales Maintenance Scope of Work

All Scales Maintenance work shall be as required and preapproved; this work IS Prevailing Wage work. Repair work, diagnostic testing and incidental repair supplies are the basis for the quoted costs. The cost of replacement parts is not included and necessary replacement parts will authorized and approved by the County. All costs, including approved replacement parts, shall be itemized on the Vendor's statement following completion of authorized work.

Replacement parts necessary to complete the work shall conform in strength and quality of material and workmanship to that which is usually provided to the trade. New load cells and other equipment shall be a current model in standard production by the manufacturer. The Vendor shall be responsible for the performance, warranty, parts, and service as specified. All integral components and parts shall work together as a complete and balanced unit.

For scheduled maintenance and emergency service work, the work shall be paid according to the rates quoted by the Vendor and shown on the attached yearly fee schedule, with the following description:

- Flat Rate Travel Fee per Visit (personnel)
- Flat Rate Truck Fee per Visit (vehicle charge)
- Hourly Labor Rate for on-site work (exclusive of travel)
- Overhead as a Percent of Hourly on-site Labor

Based on an estimated four (4) maintenance call-outs a year and an estimated four (4) hours of on-site work per call-out, the Scales Maintenance work shall be completed at the rates shown on the attached

yearly fee schedule, which are exclusive of necessary replacement parts, up to the Contract Not-to-exceed cost shown below. Work in excess of this amount will require written County authorization.

	<u>Estimated Annual Cost²</u>
Year 1 (2014/2015)	\$5,982
Year 2 (2015/2016)	\$6,143
Year 3 (2016/2017)	\$6,288
Year 4 (2017/2018)	\$6,482
Year 5 (2018/2019)	\$6,678
<u>Five (5) Year Not-to-exceed Cost²</u>	<u>\$31,573</u>

² For this Component of work only

Vendor will undertake and complete the following described work:

1. Provide pre-approved scale maintenance service for the Jefferson County Solid Waste Facilities as described using Washington State certified technicians.
2. Test and adjust scales as required as part of the repair work completed.
3. Scales maintenance work shall include all equipment including the weight bridge, indicators, wiring, load cells and bumper bolts.
4. Provide emergency (24 hours notice or less) maintenance service on all equipment.
5. Provide scheduled maintenance and part replacement service (48 hour notice or more) on all equipment.
6. Provide scale certification service after any repairs.
7. Report types of work accomplished, condition of scales, and provide certification documentation.
8. Vendor shall provide itemized billing for work accomplished.
9. Vendor is responsible for all permits and fees that pertain to performing their work and costs are to be included in the Quote.
10. Shall be in compliance with all local, state, and federal regulations.

Total Contract Cost

The total contract Not-to-exceed cost shall be the sum of the Not-to-exceed costs for the Scales Inspection and Certification Component and the Scales Maintenance Component.

Call Back

Work under this Contract shall be warranted against unsatisfactory work and parts, as shown on the attached yearly fee schedule.

Term of Contract

Work shall commence upon the County issuing a fully signed Contract and a written notice sent by the County to the Vendor to proceed after receiving Certificates of Insurance by the Vendor covering General Liability, Automobile and Workers Compensation Insurance. The length of the Contract shall be for a period of five (5) years, except that the Contract may be cancelled by either Party issuing written notice at least 120 days prior to each annual anniversary of the date of the Contract.

Vendor's Responsibility

1. Provide the services described in the Minimum Specifications and Scope of Work.
2. Vendor is responsible for all permits and fees that pertain to performing their work.
3. Complete a Combined Intent/Affidavit form and send to the County at the completion of each call-out for pre-approved maintenance work.

**JEFFERSON COUNTY SOLID WASTE DISPOSAL FACILITY
SCALE MAINTENANCE & CERTIFICATION SERVICES
FOR TWO TRUCK SCALES AND ONE 4X4 SCALE
YEARLY FEE SCHEDULE**

Unitec
358 Upland Drive
Seattle, WA 98188
206-575-1100

2014-2015					
ITEM NO.	ITEM DESCRIPTION	days	Cert./Routine Maint.	Emergency Service 24Hr. Notice	Schedule Maint. 48 Hr. Notice
1	Flat Rate Fee per Visit		\$565.00		
2	Flat Rate Travel Fee			\$537.50	\$537.50
3	Flat Rate Truck charges			\$320.00	\$320.00
4	Labor/ Hourly			\$145.00	\$145.00
5	Overhead % of labor			10.00%	10.00%
6	Overhead / Dollars			\$14.50	\$14.50
7	Other Charges			\$0.00	\$0.00
8	Warranty - Parts	365			
9	Warranty - Labor	90			
2015-2016					
ITEM NO.	ITEM DESCRIPTION	days	Cert./Routine Maint.	Emergency Service 24Hr. Notice	Schedule Maint. 48 Hr. Notice
1	Flat Rate Fee per Visit		\$585.00		
2	Flat Rate Travel Fee			\$550.00	\$550.00
3	Flat Rate Truck charges			\$325.00	\$325.00
4	Labor/ Hourly			\$147.50	\$147.50
5	Overhead % of labor			12.00%	12.00%
6	Overhead / Dollars			\$17.70	\$17.70
7	Other Charges			\$0.00	\$0.00
8	Warranty - Parts	365			
9	Warranty - Labor	90			
2016-2017					
ITEM NO.	ITEM DESCRIPTION	days	Cert./Routine Maint.	Emergency Service 24Hr. Notice	Schedule Maint. 48 Hr. Notice
1	Flat Rate Fee per Visit		\$595.00		
2	Flat Rate Travel Fee			565.00	565.00
3	Flat Rate Truck charges			335.00	335.00
4	Labor/ Hourly			150.00	150.00
5	Overhead % of labor			12.00%	12.00%
6	Overhead / Dollars			\$18.00	\$18.00
7	Other Charges			\$0.00	\$0.00
8	Warranty - Parts	365			
9	Warranty - Labor	90			

2017					
ITEM NO.	ITEM DESCRIPTION	days	Cert./Routine Maint.	Emergency Service 24Hr. Notice	Schedule Maint. 48 Hr. Notice
1	Flat Rate Fee per Visit		\$610.00		
2	Flat Rate Travel Fee			\$537.50	\$537.50
3	Flat Rate Truck charges			\$320.00	\$320.00
4	Labor/ Hourly			\$145.00	\$145.00
5	Overhead % of labor			10.00%	10.00%
6	Overhead / Dollars			\$14.50	\$14.50
7	Other Charges			\$0.00	\$0.00
8	Warranty - Parts	365			
9	Warranty - Labor	90			
2018					
ITEM NO.	ITEM DESCRIPTION	days	Cert./Routine Maint.	Emergency Service 24Hr. Notice	Schedule Maint. 48 Hr. Notice
1	Flat Rate Fee per Visit		\$625.00		
2	Flat Rate Travel Fee			\$550.00	\$550.00
3	Flat Rate Truck charges			\$325.00	\$325.00
4	Labor/ Hourly			\$147.50	\$147.50
5	Overhead % of labor			12.00%	12.00%
6	Overhead / Dollars			\$17.70	\$17.70
7	Other Charges			\$0.00	\$0.00
8	Warranty - Parts	365			
9	Warranty - Labor	90			