

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: September 16, 2024

Subject: Supplemental Agreement for Consultant Support of Landfill Post-closure Care Termination

Statement of Issue: Discussions with the Washington State Department of Ecology and Jefferson County Public Health and Public Works have led to a request from the Department of Ecology for further statistical analysis of groundwater quality data by Aspect Consulting, the contract consultant performing landfill post-closure care monitoring and annual reporting for Public Works. This analysis and the technical memorandum that would follow are not included in the original scope of work in the Aspect Consulting agreement executed on August 5, 2019.

Analysis/Strategic Goals/Pro's & Con's: The additional statistical analysis and consultant report would likely support Public Works' goal of ending landfill post-closure care.

Fiscal Impact/Cost Benefit Analysis: Public Works finds the consultants request for an additional \$26,692.00 through a supplemental agreement as reasonable and in keeping with the revised scope of work.

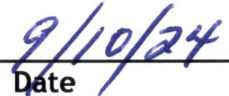
Recommendation: Public Works recommends executing the supplemental agreement with Aspect Consulting.

Department Contact: Al Cairns X213

Reviewed By:



Mark McCauley, County Administrator



Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Aspect Consulting

Contract No: PW-2019-060

PW 2024-113

Contract For: Closed Landfill and Septage Lagoon Annual Groundwater Quality Reports and Technical Assistance

Term: Estimated Project Completion December 31, 2024

COUNTY DEPARTMENT: Public Works

Contact Person: Al Cairns

Contact Phone: X213

Contact email: acairns@co.jefferson.wa.us

AMOUNT: Supplemental \$26,692.00

Revenue: 343.000.010.000

Expenditure: 401.000.010.010/537.00.41

Matching Funds Required: N/A

Sources(s) of Matching Funds N/A

Fund #

Munis Org/Obj

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other: Consultant Selection Process

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 8/28/2024.
Supplemental agreement.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved as to form by PAO on 8/29/2024.
Pre-approved contract form. No need for PAO signature.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Supplemental Agreement Number: 2		Organization, Address, and Phone: Attn: Peter Banister, P.E. Aspect Consulting 350 Madison Ave. N. Bainbridge Island, WA 98110 (206)780-9370	
Agreement Number: PW-2019-060			
Project Number 060104		Execution Date: August 5, 2019	Completion Date: December 31, 2024
Project Title: Landfill Post-Closure Care Termination		New Maximum Amount Payable: \$177,833.00	
Description of Work: Statistical analysis, final report, and regulator coordination in support of ending post-closure landfill monitoring.			

SUPPLEMENTAL AGREEMENT

The Local Agency of Jefferson County Public Works hereby amends the agreement with Aspect Consulting (“the Agreement”), executed on August 5th, 2019 (and later amended through Supplemental Agreement 1, executed on May 19th, 2023 (“this Supplemental Agreement”).)

All provisions in the Agreement remain in effect, except as expressly modified by this Supplemental Agreement.

The changes to the Agreement are described as follows:

I

SCOPE, is hereby changed as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

II

SCHEDULE, is amended to change the number of calendar days for completion of the work to read: Within six (6) calendar months from the date of execution of Supplemental Agreement Number 2.

III

BUDGET, shall be amended as follows:

That the total amount of payment to Consultant shall not exceed \$177,833.00 without express written modification of this agreement signed by the County as set forth in the attached Exhibit B, and by this reference made a part of this supplement.

This Supplemental Agreement shall be effective upon execution by both parties. Work performed consistent with the Agreement prior to execution of this Supplemental Agreement is hereby ratified.

In witness whereof, the parties hereto have executed this Supplemental Agreement Number 2 as shown below.

Aspect Consulting, a Geosyntec Company
(Consultant Firm Name)

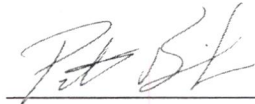
COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Peter Bannister

Consultant's Name *(Please print)*

Kate Dean, District 1

Date



Consultant's Signature

Heidi Eisenhour, District 2

Date

September 5, 2024

Date

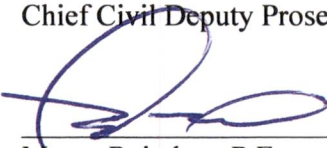
Greg Brotherton, District 3

Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney



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

9/6/24
Date

EXHIBIT A SCOPE OF WORK

- **Statistical Analysis of Background Concentrations.** Perform statistical analysis to establish background concentrations of total manganese and arsenic for use as site specific groundwater quality criteria, fulfilling a request from Ecology. Prepare a memorandum (client review draft, regulator review draft, final) to document the statistical analysis and establish site-specific groundwater quality criteria based on background concentrations. The estimated costs for this task assume one round of revisions following client review, and one round of revisions following regulatory review.
- **Coordination with Regulators.** Coordinate with representatives from Jefferson County Public Health and/or Ecology during regulatory review of the Functional Stability Report and the updated O&M Manual. Prepare the Functional Stability Report and Updated O&M Manual (client review draft, regulator review draft, final) to document conditions and recommend ending or reducing post-closure activities. The estimated costs for this task assume one round of revisions following client review, and one round of revisions following regulatory review.

**EXHIBIT B
BUDGET**

Task Title	Original Contract (2019-2023)	Supplemental Agreement 1 (2023-2024)	Current Supplemental Budget Request	Total Task Budget
Annual Groundwater Monitoring Reporting	\$34,204	-\$7,524 \$19,616		\$46,296
Biannual Groundwater Monitoring Reporting	\$31,242	-\$6,872		\$24,370
Reduce Groundwater Reporting, Biannual to Annual	\$11,057	\$11,541 (O&M Manual Updates)		\$32,742
End Active Landfill Gas Collection and Treatment	\$10,144			
Functional Stability Report to End Post Closure Activities	\$14,085	-\$14,085 \$16,042	\$26,692	\$42,734
Conduct Groundwater Monitoring		\$26,706		\$26,706
Contingency	\$5,037			\$5,037
Total Budget	\$105,768	\$45,423	\$26,692	\$177,883
Maximum Amount Payable	\$105,768	\$151,191	\$177,883	

Supplemental Agreement Number: 1	Organization, Address, and Phone: Aspect Consulting	
Agreement Number: PW-2023-		
Project Number 060104	Execution Date: 4/3/23	Completion Date: 12/31/25
Project Title Landfill Groundwater Monitoring	New Maximum Amount Payable: \$151,191.00	
Description of Work: Post-closure landfill groundwater monitoring, analysis and reporting.		

SUPPLEMENTAL AGREEMENT

The Local Agency of Jefferson County Public Works hereby amends the agreement with Aspect Consulting ("the Agreement"), executed on August 5, 2019.

All provisions in the Agreement remain in effect, except as expressly modified by this Supplemental Agreement.

The changes to the Agreement are described as follows:

I.

Scope of Services is hereby changed per attached Exhibit A – Scope of Work.

II.

Term for Performance is hereby changed to read: Term extended to 12/31/2024 per Exhibit A of Original Contract.

III.

Payment is hereby changed per attached Exhibit B – Consultant Fee Schedule.

This Supplemental Agreement shall be effective upon execution by both parties. Work performed consistent with the Agreement prior to execution of this Supplemental Agreement is hereby ratified.

In witness whereof, the parties hereto have executed this Supplemental Agreement Number 1 as shown below.

Aspect Consulting, LLC
(Consultant Firm Name)

Peter S. Bannister, PE

Consultant's Name (Please print)

Consultant's Signature

May 2, 2023

Date

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Kate Dean, District 1

Date

Heidi Eisenhour, District 2

Date

Greg Brotherton, District 3

Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

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

Exhibit A – Scope of Work

Task 1 – 2023 Quarterly Groundwater Monitoring. Perform three rounds of quarterly groundwater monitoring at the Jefferson County Landfill (second, third, and fourth quarters). Monitoring will include the monitoring wells and samples for analysis as described in the 2019 update to the O&M Manual (Aspect, 2019). Aspect will subcontract with a certified laboratory for chemical analysis of the groundwater samples.

Task 2 – 2023 through 2024 Annual Groundwater Analysis and Reporting. Perform statistical analysis, table and figure generation, and reporting of 2023 quarterly groundwater monitoring data to satisfy annual reporting requirements. In 2023, this task includes initial intake and processing of historical data. Reporting is assumed to be completed in 2024 following receipt of fourth quarter groundwater data. Aspect will also acquire a facility license for the SANITAS statistics software.

Task 3 – 2023 and 2024 O&M Manual Updates. Assist the County in coordination with Jefferson County Public Health to end routine landfill gas monitoring, and to increase groundwater monitoring from biannual to quarterly. This task also includes preparation of an updated O&M Manual in 2023 to reflect the change, and preparation of an updated O&M Manual in 2024 to document the end of post closure activities.

Task 4 – 2023 to 2024 Functional Stability Report to End Post Closure Activities. Coordinate with Jefferson County Public Health in preparing a Functional Stability Report for the Jefferson County Closed Landfill and Septage Lagoon. The report will support the conclusion that ending post-closure activities would be protective of human health and the environment by demonstrating functional stability. The report will be in accordance with guidance for landfill regulations (173-304 WAC), and will include providing data and analysis that show little to no settlement, little to no landfill gas generation, little to no leachate generation, and protection of groundwater.

Exhibit B – Consultant Fee Schedule

Consultant Fee Schedule for Tasks 1 through 4 of the agreement for years 2023 and are as below. Year 2023 fees based on the current Agreement Consultant Unit Rates. Year 2024 fees based on a 6% per annum increase to the Consultant Unit Rates.

2023 Task Budget Summary

Task Title	Labor	ODC	Subs	Total
Task 1 Q2 – Second Quarter Groundwater Monitoring	\$4,681	\$400	\$3,821	\$8,902
Task 1 Q3 – Third Quarter Groundwater Monitoring	\$4,681	\$400	\$3,821	\$8,902
Task 1 Q4 – Fourth Quarter Groundwater Monitoring	\$4,681	\$400	\$3,821	\$8,902
Task 2 - Annual Analysis and Reporting	\$3,930	\$1,926		\$5,856
Task 3 - O&M Manual Update	\$5,603			\$5,603
Task 4 - Functional Stability Report to End Post Closure Activities				
2023 Total Project Budget	\$23,576	\$3,126	\$11,463	\$38,165

2024 Task Budget Summary

Task Title	Labor	ODC	Subs	Total
Task 1 - Quarterly Groundwater Monitoring				
Task 2 - Annual Analysis and Reporting	\$13,760			\$13,760
Task 3 - O&M Manual Update	\$5,938			\$5,938
Task 4 - Functional Stability Support to End Post Closure Activities	\$16,042			\$16,042
2024 Total Project Budget	\$35,740			\$35,740

Notes:

ODC – other direct charges (equipment rental and software licensing fees)

Subs – subconsultant fees (laboratory chemical analysis)

2019-PW 8.5.19

Revised: 2030.

PROFESSIONAL SERVICES AGREEMENT FOR

closed landfill and septage lagoon annual
groundwater quality report and technical assistance

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Aspect Consulting LLC ("the Consultant"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Consultant is retained by the County to perform groundwater annual reporting and technical assistance for ending post closure activities for Jefferson County closed landfill and septic lagoon.
2. Scope of Services. Consultant agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
3. Time for Performance. Work under this Agreement shall commence upon the giving of written notice by the County to the Consultant to proceed. The Consultant shall perform all services and provide all work products required pursuant to this Agreement on the dates listed on Exhibit "A". Time is of the essence in the performance of this Agreement.
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 \$ 105,768.00 without express 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. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment of Consultant invoices shall be within 30 days of receipt by the County for any services not in dispute based on the terms of this Agreement.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this Agreement and its acceptance by the County.
 - 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. Consultant shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
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 and hold harmless the County, its officers, and employees, from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's 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. Consultant shall be liable only to the extent of Consultant's proportional negligence. 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.
8. Insurance. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

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 this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

Commercial General 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 coverage for products and completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Professional Liability Insurance. The Contractor shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an “occurrence” form. If the professional liability policy is “claims made,” then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor’s sole expense. The Contractor agrees the Contractor’s insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.

The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.

Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of coverage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Consultant 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 Consultant to obtain the full text of that endorsement and forward that full text 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.

Failure of the Consultant to take out or maintain any required insurance shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance

requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

The Contractor's 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, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.

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.

All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Consultant.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement 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.

Insurance companies issuing the Contractor's insurance 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 insurance policy.

Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.

Any 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 Consultant must provide in order to comply with this Agreement.

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

The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Consultant 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 the requirements stated herein.

The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement 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.

The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

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

9. Worker's Compensation (Industrial Insurance).

If and only if the Consultant 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 Consultant, the Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request.

Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.

This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.

The Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Contractor.

10. 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. The Contractor specifically has the right to direct and control Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. 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, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. 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.

11. Subcontracting Requirements.

The Contractor is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.

Every subcontractor must agree in writing to follow every term of this Agreement. The Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The County Engineer or their designee must approve any proposed subcontractors in writing.

Any dispute arising between the Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Contractor's performance required by this Agreement.

12. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide 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 Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement 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.

13. 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.
14. No Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
15. 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.
16. 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.
17. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:
- Jefferson County Public Works
623 Sheridan Street
Port Townsend, WA 98368
- Notices to Consultant shall be sent to the following address:
- Aspect Consulting, LLC
179 Madrone Lane North
Bainbridge Island, WA 98110
18. 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. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Consultant ratifies and adopts all statements, representations,

warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Consultant, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.

19. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Consultant.
20. Disputes. The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the Director of Public Works or County Engineer, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
21. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.

28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

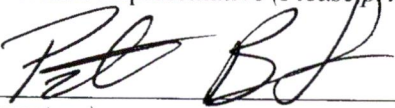
DATED this 5th day of August, 20 19.

Aspect Consulting, LLC

Name of Consultant

Peter Bannister

Consultant Representative (Please print)

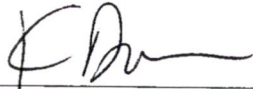

(Signature)

ASSOCIATE ENGINEER

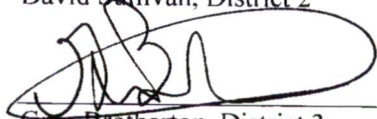
Title

June 25, 2019
Date

JEFFERSON COUNTY
BOARD OF COMMISSIONERS


Kate Dean, District 1

Excused Absence
David Sullivan, District 2


Greg Brotherton, District 3

Approved as to form only:


PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney


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

PROFESSIONAL AGREEMENT: Closed landfill and septage lagoon annual groundwater quality report and technical assistance

Exhibit A

SCOPE OF WORK

2019 Thru 2023 Annual Groundwater Monitoring Reporting

Review, analyze and complete reporting of annual groundwater monitoring data provided by the County in January, for the previous calendar year, to satisfy annual reporting requirements.

2019 Thru 2023 Biannual Groundwater Monitoring Reporting

Review, analyze and complete reporting of second quarter groundwater monitoring data provided by the County in July, to satisfy biannual reporting requirements. This task will only be required for those future years designated by Jefferson County Public Health.

2019 Reduce Groundwater Reporting from Biannual to Annual

Coordinate with Jefferson County Public Health and prepare a **Technical Memorandum** requesting to further reduce groundwater monitoring obligations. This memorandum will describe historical data showing potential groundwater impacts are below regulatory standards or are approaching regulatory standards with a statistically significant trend and within a reasonable timeframe. The memorandum will also address: 1) reducing the monitoring and reporting obligations from semiannual to annual frequency, 2) reducing the number of wells being monitored, and 3) projecting the approximate date for ending groundwater monitoring and reporting altogether.

2019 End Active Landfill Gas Collection and Treatment

Coordinate with Jefferson County Public Health in preparing a **Technical Memorandum** to end active LFG collection and treatment. This memorandum will describe historical data showing landfill gas collection trends and compliance probe trends supporting a conclusion of little to no landfill gas generation. The memorandum will also address shutting down the blower and flare system, and allowing landfill gas to passively vent through the flare stack. Anticipated regulatory considerations include:

- Air Quality. Regulator may require laboratory analysis of LFG and then assessment to show that emissions are below air quality thresholds.
- Control of Explosive Gases. Through current permit reporting, compliance probe monitoring will continue for an adequate period to show passive LFG collection prevents fugitive emissions at the landfill surface and little to no subsurface methane migration.
- Groundwater Protection. Sampling will continue under the existing permit to show that ending active LFG collection does not affect groundwater quality.

2019 - 2023 Functional Stability Report to End Post Closure Activities

Coordinate with Jefferson County Public Health in preparing **Functional Stability Report** for Closed Landfill and Septage Lagoon. The report will support the conclusion

PROFESSIONAL AGREEMENT: Closed landfill and septage lagoon annual groundwater quality report and technical assistance

that ending post-closure activities would be protective of human health and the environment by demonstrating functional stability. Report will be in accordance with guidance in 173-304 WAC and all amendments and, will include providing data and analysis that show little to no settlement, little to no landfill gas generation, little to no leachate generation, and protection of groundwater.

PROFESSIONAL AGREEMENT: Closed landfill and septage lagoon annual groundwater quality report and technical assistance

Exhibit B

CONSULTANT FEE SCHEDULE

Groundwater Annual Reporting and Technical Assistance for Ending of Post Closure Activities for Jefferson County Landfill and Septic Lagoon

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

Table 1 – Consultant Fee Schedule					
Task No. & Description	Not to Exceed Amounts				
	2019	2020	2021	2022	2023
Annual Groundwater Monitoring Reporting	\$6,190	\$6,500	\$6,824	\$7,166	\$7,524
Biannual Groundwater Monitoring Reporting	\$5,654	\$5,937	\$6,234	\$6,545	\$6,872
Reduce Groundwater Reporting, Biannual to Annual	\$11,057				
End Active Landfill Gas Collection and Treatment	\$10,144				
Functional Stability Report to End Post Closure Activities					\$14,085
Annual Fees	\$33,045	\$12,436	\$13,058	\$13,711	\$28,482
5% Contingency Overall	\$5,037				
TOTAL Budget	\$105,768				

Table 2 – Consultant Unit Rates (Direct Salary Cost)						
CATEGORY	UNIT	RATE				
		2019	2020	2021	2022	2023
Principal Hydrogeologist	per hour	\$80.00	\$84.00	\$88.20	\$92.61	\$97.24
Associate Engineer	per hour	\$57.56	\$60.44	\$63.46	\$66.63	\$69.96
Project Hydrogeologist	per hour	\$41.08	\$44.08	\$46.28	\$48.60	\$51.03
Staff Geologist	per hour	\$32.70	\$34.34	\$36.05	\$37.85	\$39.75
Clerical	per hour	\$31.50	\$33.08	\$34.73	\$36.47	\$38.29
Technical Drafting (AutoCAD)	per hour	35.95	37.75	39.63	\$41.62	\$43.70
OVERHEAD (OH)	% DSC	193.51%				
FIXED FEE (FF)	%(DSC + OH)	10%				
REIMBURSEABLES	% DSC	4%				

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: 8/5/2019

Subject: Closed Landfill and Septage Lagoon Annual Groundwater Quality Reporting and Technical Assistance

Statement of Issue: Per WAC 173-304, Public Works is required to submit semi annual 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. Groundwater reports and landfill stability reporting must include analysis review and recommendations, and be signed by, a WA State licensed hydrogeologist. The current Agreement ends in July 2019.

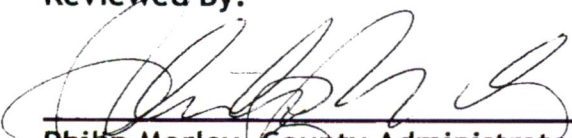
Analysis/Strategic Goals/Pro's & Con's: Three firms were selected from seven best qualified firms listed in the Water Quality Monitoring section of the Professional Services Roster. Evaluation and scoring based on experience with closed landfills, landfill monitoring systems, post-closure requirements, local hydrogeology, previous work with the County closed 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 over five years, 2019 through 2023 and totals \$105,768.00. 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 savings of over \$40,000.

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

Department Contact: Tom Boatman x213

Reviewed By:


Philip Morley, County Administrator


Date

PW 2019-060

CONTRACT REVIEW FORM

CONTRACT WITH: Aspect Consulting LLC
(Contractor/Consultant)

CONTRACT FOR: CLOSED LANDFILL AND SEPTAGE LAGOON TERM: 5 years
ANNUAL GROUNDWATER QUALITY REPORTS
AND TECHNICAL ASSISTANCE

COUNTY DEPARTMENT:	<u>Public Works</u>	RECEIVED JUL 02 2019 JEFFERSON COUNTY COMMISSIONERS
For More Information Contact:	<u>Tom Boatman</u>	
Contact Phone #:	<u>(360) 385-9213</u>	
RETURN TO:	<u>Chris</u> (Person in Department)	RETURN BY: <u>July 10, 2019</u>

AMOUNT: \$105,768 over five years

Revenue: 343.70.00.0000

Expenditure: 401.000.010/537.00.41

Matching Funds Required: N/A

Sources(s) of Matching Funds _____

PROCESS:

☐	Exempt from Bid Process
☒	Consultant Selection Process
☐	Cooperative Purchase
☐	Competitive Sealed Bid
☐	Small Works Roster
☐	Vendor List Bid
☐	RFP or RFQ
☐	Other

Step 1:	REVIEW BY RISK MANAGEMENT	
Review by:	<u><i>[Signature]</i></u> <u>7/8/19</u> Philip Morley	
Date Reviewed:		
☒ APPROVED FORM	☐ Returned for revision (See Comments)	
Comments _____		

Step 2:	REVIEW BY PROSECUTING ATTORNEY	
Review by:	<u><i>[Signature]</i></u> Philip Hunsucker	
Date Reviewed:	<u>7/23/19</u>	
☒ APPROVED AS TO FORM	☐ Returned for revision (See Comments)	
Comments _____		

Step 3: (If required) DEPARTMENT MAKES REVISIONS AND RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY

Step 4: CONTRACTOR/CONSULTANT SIGNS APPROPRIATE NUMBER OF ORIGINALS

Step 5: SUBMIT TO BOCC FOR APPROVAL
Submit originals and 7 copies of Contract, Review Form, and Agenda Bill to BOCC Office.
Place "Sign Here" markers on all places the BOCC needs to sign.
MUST be in BOCC Office by 4:30 p.m. TUESDAY for the following Monday's agenda.
(This form is to stay with the contract throughout the contract review process and accompany the Agenda Bill.)