

PEND OREILLE COUNTY
NEWPORT, WASHINGTON

RESOLUTION NO. 2020- 84

AGREEMENT FOR THE REMOVAL/RECYCLING OF METAL COMMODITIES FROM
PEND OREILLE COUNTY SOUTH COUNTY TRANSFER STATION

WHEREAS, the County has no sufficient resources to provide removal within a reasonable time and the County deems it advisable and desires to have a recycling company available for the removal of metals commodities, and

WHEREAS, the Contractor has represented and by entering into the Agreement now represents, that the Contractor is in full compliance with the statutes of the State of Washington for hauling the recycling commodity of scrap metal, and

WHEREAS, the Contractor has indicated that the Contractor desires the material described in the Agreement upon the terms and conditions set forth below. and

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the agreement, which is attached hereto and incorporated herein, be established and adopted.

ADOPTED this 8th day of September, 2020.

BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON



Mike Manus, Chairman



Stephen Kiss, Vice-Chairman



Karen Skoog, Member

ATTEST:



Crystal Zieske, Clerk of the Board

**AGREEMENT FOR THE REMOVAL/RECYCLING
OF
METAL COMMODITIES
FROM
PEND OREILLE COUNTY SOUTH COUNTY TRANSFER STATION**

THIS AGREEMENT, made this 8 day of September 2020, by and between **Pend Oreille County, Solid Waste Division**, a municipal corporation of the State of Washington, hereinafter called the "**County**", and the business **American Recycling** whose address is: P.O. Box 11337 Spokane Valley, WA 99211, hereinafter referred to as the "**Contractor**".

PROJECT NAME: Removal and Recycling of Metal Commodities from the South County (Deer Valley) Transfer Station west of Newport, Washington.

WHEREAS, the County has no sufficient resources to provide removal within a reasonable time and the County deems it advisable and desires to have a recycling company available for the removal of metals commodities, and

WHEREAS, the Contractor has represented and by entering into the Agreement now represents, that the Contractor is in full compliance with the statutes of the State of Washington for hauling the recycling commodity of scrap metal, and

WHEREAS, the Contractor has indicated that the Contractor desires the material described in the Agreement upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

I. OBJECTIVES AND SCOPE OF WORK

The objective of this Agreement is to obtain the removal, hauling and recycling of appliances and various metal commodities collected from the three Pend Oreille County Transfer Stations that will be stockpiled at the South County (Deer Valley) Transfer Station.

This service will consist of the removal and recycling of an existing stockpile of loosely stacked scrap metal and miscellaneous white goods from the South County (Deer Valley) Transfer Station. Work to remove and recycle the scrap metal may include but not necessarily be limited to: mobilizing and demobilizing to/from the site, processing, sorting, contaminant removal, baling, loading, weighing, transport from the site to a metal recycler, and cleanup of the scrap metal storage area immediately following removal. It should be

anticipated that some non-recyclable contaminants may be encountered. Sorting will be necessary to separate ferrous from any non-ferrous metals. Sorting of metals and quotes to address both types is preferred, if feasible.

White goods and recyclable metal commodities are diverted from the waste stream and collected throughout the year at the South County (Deer Valley) Transfer Station. The County will have had all chlorofluorocarbon and compressors removed prior to their recycling and removal.

1. The work under this Agreement shall consist of the removal of collected scrap metal commodities on an "as needed" basis, as determined necessary by Pend Oreille County.
2. The Contractor agrees to assume responsibility and ownership after material is loaded onto Contractor's equipment.
3. Other materials that are not white goods, ferrous or non-ferrous metal commodities shall be placed aside by the Contractor for proper disposal by the County.
4. Other materials not expected to be hauled by the Contractor include pressurized tanks, gas cylinders, fire extinguishers, and non-metal items.
5. The metal commodities removed shall be weighed at the South County (Deer Valley) Transfer Station truck scales by a Transfer Station Employee. Both a tare weight and gross weight will be obtained on every truckload removed.
6. Payment shall be based on the weight of commodities removed as obtained and recorded on weight slips at the South County (Deer Valley) Transfer Station Scale House.
7. The Contractor shall immediately clean-up the site upon removal of the recyclable materials. Cleanup shall take place prior to transport of the final load of metal commodities from the Transfer Station.
8. The Contractor shall make a neat pile of any non-recyclable contaminants and carefully pass a magnet over the storage area to remove any nails, screws and metal which may damage the tires of delivery or service vehicles.
9. Final cleanup shall be as directed by and to the satisfaction of the Pend Oreille County Solid Waste Recycling Coordinator.

II. OUTLINE OF COUNTY RESPONSIBILITIES

South County (Deer Valley) Transfer Station staff screen loads for ferrous and non-ferrous metals as the loads come through the scales. The County will take all measures to ensure that no persons enter the area when metals are being recycled and loaded.

The County will get a tare weight and a gross weight from Contractor's vehicles used for hauling metals.

The County will also help Contractor with the disposal of non-metal items.

III. OUTLINE OF CONTRACTOR RESPONSIBILITIES

1. The Contractor shall provide a Certificate of Insurance in the amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate naming Pend Oreille County as an "additional insured, primary and non-contributory" and provide a copy of the appropriate policy endorsement. The County shall be given 30 days' notice of any policy cancellation.
2. The Contractor shall comply with the Workers Compensation Act and maintain Workers Compensation Insurance on all employees.
3. The Contractor and all subcontractors shall provide services in full compliance with all applicable federal, state and local laws, rules, regulations and orders of all governmental agencies and entities, including but not limited to all applicable federal, state and local environmental, transportation, labor and industries, health and fire regulations.
4. The Contractor shall have all necessary governmental approvals for its facilities, equipment and other business operations.
5. The Contractor shall assume full responsibility for damage to County property during all work in the removal of scrap metal. Repairs of any damage shall be completed to the County's satisfaction. If repairs are not done to the County's satisfaction, the County reserves the right to complete repairs and the contractor shall reimburse the County for all costs incurred. Reimbursement payment to be received within thirty (30) days.
6. The Contractor shall supply all labor, equipment, tools, materials, fuels, licenses, permits, insurance, safety precautions, security and all things necessary to perform the work of the Agreement.

7. Contractor shall schedule all work to sort, process, weigh, and remove materials a minimum of two (2) days in advance. All work shall occur during normal South County (Deer Valley) Transfer Station hours only, 8:00 A.M. to 4:00 P.M. any day of the week (including weekends), and shall not interfere with the operations of the South County (Deer Valley) Transfer Station.
8. Contractor shall have all materials weighed at the South County Transfer Station truck scales by a South County (Deer Valley) Transfer Station Employee or the County Solid Waste Recycling Coordinator. Payment shall be based on the weight of scrap metal removed as obtained and recorded on weight slips at the South County (Deer Valley) Transfer Station Scale House.
9. The Contractor shall assume full responsibility and liability for all recyclable materials upon removal from Pend Oreille's South County (Deer Valley) Transfer Station property. This responsibility and liability shall include but not be limited to insure all recyclable scrap metal is properly secured to prevent spillage during transportation from the South County (Deer Valley) Transfer Station to final destination, and that the materials collected are being processed at a legitimate facility licensed and permitted to accept and process the materials. The Contractor shall provide Pend Oreille County all weight and receipt tickets manifested at the final destination.
10. All scrap metal accepted under this Agreement is expected to be recycled in some manner and is not to be land filled.
11. The Contractor shall be required to provide safe and unobstructed access to the scrap metals storage area. The Contractor shall be required to set up machinery and complete processing, sorting, and loading at a location and in a manner as directed by the County Solid Waste Recycling Coordinator so as to not interfere with the South County (Deer Valley) Transfer Station Operations or public access to the station. The Contractor shall be required to shut-down machinery and operations if necessary to accommodate safe and unimpeded public access to the station.
12. The Contractor will not be compensated extra to remove contaminants, nor shall Pend Oreille County be subject to any damages that may result due to contaminants. Any non-recyclable contaminants found in the scrap metal storage area are to be set aside by the Contractor as directed by the County Solid Waste Recycling Coordinator for later removal by Pend Oreille County.
13. The Contractor shall immediately clean-up the site upon removal of the recyclable materials. Clean-up shall take place prior to transport of the final load of recyclable scrap metal from the South County (Deer Valley) Transfer Station.

The Contractor shall make a neat pile of any non-recyclable contaminants and carefully pass a magnet over the storage area to remove nails, screws and metal which may damage the tires of delivery or service vehicles. Final cleanup shall be as directed by and to the satisfaction of the County Solid Waste Recycling Coordinator.

IV. TERM AND EXTENSION OF AGREEMENT

This Agreement shall continue on an "as needed" basis as determined by Pend Oreille County, with consideration of the Contractor's established collection route. The removal shall be completed within 30 days from the start date. Delays in this Agreement may be attributable to an act of God or other conditions beyond the control of the Contractor and/or the County. Any extension of the 30 day removal period will be by written agreement between the County and Contractor.

This Agreement can be renewed for completion of additional removal events. Any renewal to this Agreement shall be completed under the same terms and conditions as set forth herein, as agreed upon and signed by both parties. Provided further that prior to the approval of the next collection date, the Contractor shall complete and sign a written payment agreement outlining the price per ton to be received by Pend Oreille County.

V. PAYMENT

It is understood by both the Contractor and the County that the Agreement shall include the total per ton payment for **metals commodities removed**, paid to the County from the Contractor for services rendered, as outlined in written payment agreement form included as ATTACHMENT "A". The Contractor shall keep and submit all weight and receipt tickets that are manifested at the final destination of the recycled metals for review against the Pend Oreille County issued weight tickets obtained upon removal of loads from the South County (Deer Valley) Transfer Station. Any discrepancies identified between the tickets issued by the South County (Deer Valley) Transfer Station and those submitted by the Contractor, shall be subject to review by both parties, and adjustments made in payments due to the discrepancies identified will be as approved by Pend Oreille County. Payment shall be made to the County within thirty (30) days after completion of the service to: Pend Oreille County, Solid Waste Division, P.O. Box 5041, Newport, WA 99156-5041.

VI. EMPLOYMENT

Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall be considered employees of the Contractor only and not of the County. As will any and all employees of the County,

while engaged in the performance of any work or services required by the County under this Agreement, shall be considered employees of the County only and not of the Contractor.

VII. TERMINATION OF AGREEMENT

This Agreement may be terminated in whole or in part, at any time, by written mutual agreement of the parties.

VIII. INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all claims, losses, or liability, for injuries, sickness, death or damage arising out of any willful misconduct or negligent act, error or omission of Contractor, its agents, employees or officers, in connection with the services required by this Agreement, provided however that the Contractor's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the County, its agents, officers, or employees, and the Contractor's obligation to indemnify, defend, and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Parties shall apply only to the extent of the negligence or willful misconduct of the Contractor, its officers, agents, and employees.

IX. INSURANCE

The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The amount of insurance shall not be less \$1,000,000 per occurrence and \$3,000,000 aggregate naming Pend Oreille County as an "additional insured, primary and non-contributory" and provide a copy of the appropriate policy endorsement. The County shall be given 30 days' notice of any policy cancellation. These insurance documents shall be provided to Pend Oreille County Solid Waste Division prior to the notice to proceed.

X. WORKER'S COMPENSATION COVERAGE

The Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Contractor

waives all rights of subornation against the County for recovery of damages to the extent they are covered by workers compensation, employers liability, or commercial liability.

If Contractor, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and the County incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the County. Indemnity shall include all fines, payments of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

XI. COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. Later amendments or renewals will be in writing and executed and will become part of this Agreement. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. This Agreement only affects the service described within, and does not conflict or have precedence over other contracts or agreements arranged.

XII. EXECUTION AND ACCEPTANCE

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Contractor does hereby ratify and adopt all statements, representations, warranties, covenants, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

XIII. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor shall not discriminate against any employee or applicant for contracted employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory or mental disability. The Contractor shall make decisions with regard to selection and retention of sub-Contractors, procurement of materials and equipment and similar actions related to the Contract without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability. Compliance with Title VI of the Civil Rights Act of 1964, and RCW 49.60, Law against Discrimination, and other related laws and statutes is required.

XIV. ASSIGNMENT

The Contractor shall not assign all or any part of the work without the written approval of the County. The County will not approve any proposed assignment that will relieve the original contract or Surety of responsibility under the Contract.

Subcontracting:

The Contractor shall not subcontract Work without written approval of the County to subcontract. If the County requests, the Contractor shall provide proof that the Subcontractor has the experience, ability and equipment the Work requires. The Contractor shall require each Subcontractor to comply with prevailing wage requirements, Title VI requirements and all provisions of the Contract.

The Contractor shall verify that every Subcontractor meets the responsibility criteria stated below at the time of subcontract execution. The Contractor shall include these criteria in every subcontract and require every subcontractor to:

1. Possess any necessary professional, trade and/or contracting license in the State of Washington
2. Be registered, bonded and insured
3. Have a current State unified business identifier number
4. Have an active worker's compensation coverage with the State of Washington
5. Have an active unemployment coverage with the State of Washington
6. Not be disbarred from bidding on any public works contract in the State of Washington
7. If there is Federal funding involved in this Contract, not be excluded from receiving Federal funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Approved:

American Recycling



Jake VanderZanden, Buyer

Date: 9-2-2020

Approved:

Pend Oreille County – Solid Waste Division



Mike Manus, Pend Oreille County Board of Commissioners Chair

Date: 9-8-20

ATTACHMENT "A"

METALS COMMODITIES PAYMENT AGREEMENT

By signing below, the Contractor hereby warrants and guarantees payment in the amount of \$ 55.00 per ton for all metals commodities removed.

Payment shall be made to PEND ORILLE COUNTY, SOLID WASTE DIVISION located at P.O. BOX 5041, NEWPORT, WASHINGTON 99156-5041 within thirty (30) days after completion of the service.

Approved:
American Recycling



Jake VanderZanden,
Buyer

Date: 9-2-20

Approved:
Pend Oreille County – Solid Waste Division



Mike Manus
Pend Oreille County Board of Commissioners Chair

Date: 9-8-20