

Consulting Services Agreement

Non-Public Work

PROJECT TITLE & IDENTIFICATION NUMBER (if # is known) Commercial Organics Recycling Outreach and Technical Assistance Program	WORK DESCRIPTION <i>(reference & list all attached exhibits)</i> Exhibit A = Scope of Work Exhibit B = Work Schedule Exhibit C = Payment Schedule Exhibit D = Option for Renewal
CONTRACTOR Wilder Environmental	CITY PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i> Stacey Auer City of Redmond 2NPW P.O. Box 97010 Redmond, WA 98073-9710 425-556-2745 slauer@redmond.gov
CONTRACTOR CONTACT <i>(Name, address, phone #)</i> Sam Wilder Wilder Environmental PO Box 46188 Seattle, WA 98146 206-949-1787	BUDGET OR FUNDING SOURCE 140.23102.00410.55492
FEDERAL ID # 83-0359164	MAXIMUM AMOUNT PAYABLE, IF ANY \$ 39,000.00
SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #	COMPLETION DATE December 31, 2018
APPLICANT NAME	APPLICANT CONTACT <i>(Name, address & phone #)</i>

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THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

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the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

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6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. **Independent Contractor.** The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. **Indemnity.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations 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 CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations 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 CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. **Insurance.** The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

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B. General public liability and property damage insurance in an amount not less than a combined single limit of five million dollars (\$5,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

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12. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. **Non-Discrimination.** The CONTRACTOR agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONTRACTOR understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONTRACTOR may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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17. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. City Business License. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

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

CONSULTANT:

By: _____
Title: _____

CITY OF REDMOND:

John Marchione, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

EXHIBIT A
SCOPE OF WORK
City of Redmond
Commercial Organics Recycling Program
Outreach and Technical Assistance
Scope of Work 2018

Background:

The City of Redmond has a successful commercial organics recycling program which includes businesses and multi-family housing. Currently there are 231 accounts hauled by Waste Management. In 2017 the organics route resulted in 702 tons of organics being diverted from the landfill and turned into compost. Each account may have up to three 64-gallon toters hauled twice a week at no additional charge. Toter are lined with a compostable bag after each servicing. The objective of this contract is to assist the city with maintaining current accounts, as well as the continued roll out of the commercial organics recycling program by recruiting participants and assisting each business/multi-family complex with implementation.

Task 1 – Educational Materials, Recruitment and Technical Assistance

The City will provide the contractor a current listing of food generating businesses and multi-family complexes. This will include facilities such as:

- Preschools or Daycares
- Nursing homes or senior centers
- Hospitals
- Restaurants
- Fire departments
- City facilities
- Schools
- Grocery stores
- Apartments and Condos

The contractor will assist in continuing program promotion and other activities determined with the City. The contractor will continue recruiting businesses to participate in the program through methods which may include calls, mailings, on-site visits, and presentations to business groups. The contractor will attempt to contact each business on the listing either through a phone call or on-site visit.

The contractor will also do outreach to apartments and condo properties. Condo or apartment properties will need to be approved through an application to participate.

The contractor may also assist with event food recycling and recycling, per project manager instruction.

The contractor will offer tailored assistance with each business and multi-family complex that decides to participate. Tailored assistance may include:

- Onsite visits
- Provide posters, stickers for kitchen containers and handouts to each new participant.
- Present and train kitchen staff, employees or students (based on types of business)
- Set up kitchen systems and help determine which bagless method works best for each business

- Provide information to property managers or corporate headquarters to help businesses get approval to participate
- Resolve issues businesses may have
- Recognition of participants
- Follow-up technical assistance in the case of contamination, poor participation, or staff changes

The contractor will continue to work with Waste Management, action items may include:

- Driver training (for driver turn- over) of what materials are and are not acceptable for the organics program. Training will also include acceptable cleanliness levels of carts and when to switch them out.
- Annual route ride-along.
- Call center training (refresher) on details of the program and what materials are and are not acceptable.
- Coordinating sticker use, cart delivery and pick up
- Periodic meetings with Waste Management and the City.

The contractor will help publicize progress through materials such as the City website, City newsletters and public events.

The contractor will operate a foodwaste information hotline. This will be used to answer questions, or recruit more participants.

The Contractor will provide assistance with administering solid waste, recycling and composting at Derby Days and other City events as directed by Program Administrator.

The contractor will be available for additional organics recycling opportunities as directed by the City.

Deliverables:

- Educational Materials
- List of businesses and contacts made
- List of participants and follow up contacts including progress and any issues
- Log of activities done

Task 2- Reporting and administration

The contractor will provide monthly reports (with invoices) and a final report which will estimate tons of diversion.

EXHIBIT B & C
WORK AND PAYMENT SCHEDULE

Task 1 will occur monthly and costs will, for the most part, be spread evenly over twelve months. Task 2 will occur in May – July. Task 3 will likely occur in October. Task 4 will occur monthly per invoicing and reporting and then in December with an annual report.

TASKS	W.E.C. Staff	Expenses	Expense Notes	Total
Task 1- Recruitment, Retention and Technical Assistance As Directed by the City	310	\$1,700.00	mileage, mailings, posters, handouts, printing, supply expenses	\$29,600.00
Task 1- Derby Days	42	\$800.00	mileage, signs for all carts, vendor materials	\$4,580.00
Task 1- Annual Route Ride Along (2 days)	32	\$100.00	mileage	\$2,980.00
Task 2 - Reporting and Administration	10			\$900.00
Total Hours	394			
Project Total		\$35,460.00	\$2,600.00	\$38,060.00

EXHIBIT D
OPTION FOR RENEWAL

CITY reserves the right to renew this contract for two one-year terms upon serving notice to the Consultant/Contractor within 30 calendar days prior to expiration. If renewal provision is exercised, all terms and conditions of original contract remain in full force and effect. Such a renewal will be accomplished through a separate contract with reference to the original contract. The Mayor or his designee is authorized to exercise this renewal option.

Statement of Supplier Selection Form

1) Project Title/Description: **Tracking #:** 3,676

Commercial Organics Recycling Outreach and Technical Assistance Program

2.) Supplier/Contractor Selected:

Wilder Environmental
Sam Wilder
PO BOX 46188
Seattle, WA 98146

3.) Action Taken (How & why you selected the above supplier?):

Wilder Environmental was chosen through an RFP process. The firm scored highest overall with categories including experience, program approach and costs.

Project Administrator's Signature:

Date: 11.14.17

