

**FIRST AMENDMENT TO  
SOLID WASTE PROCESSING FACILITY DEVELOPMENT AND MANAGEMENT  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF PORT ANGELES AND WASTE CONNECTIONS OF WASHINGTON,  
INC.**

THIS AMENDMENT to the Solid Waste Processing Facility Development and Management Services Agreement is made and entered into in duplicate this 20<sup>th</sup> day of October, 2005 by and between the City of Port Angeles, a Washington municipal corporation, hereinafter the "City", and Waste Connections of Washington, Inc., a Washington corporation, hereinafter the "Contractor".

IN CONSIDERATION of the representations and the agreements set forth herein, the parties agree that the Agreement shall be amended as follows:

**REPRESENTATIONS**

1. On April 5, 2005, the City and Contractor entered into the Solid Waste Processing Facility Development And Management Services Agreement. That Agreement is incorporated herein by this reference and hereafter may be referred to as "the Agreement."

2. The parties agree that it is in their mutual benefit to amend the Agreement to provide for Water Treatment Plant earthwork in accordance with the terms of Section 2.12 of the Agreement (Amendments to the Agreement) and the terms set forth below.

3. Except as expressly stated below, the Agreement is ratified and confirmed.

**AGREEMENTS**

**A.** Section 1 of the Agreement is amended by adding the following definition:

**"Earthwork Payment"** means payment in accordance with the Contractor's Technical and Cost Proposal per the Statement Of Work under Task Agreement No. 1 of the Cooperative Agreement between the United States of America, acting through the Department of Interior, National Park Service, Olympic National Park and the City, which was executed by the City on the 23<sup>rd</sup> day of September, 2005.

B. Section 17.4 of the Agreement is amended, in its entirety, to read as follows:

**Section 17.4 Service Component I Service Fee**

(a) Commencing on the first day of the month following the Commercial Operations Date, the City shall pay the Contractor the Transfer Station Service Fee in accordance with this Section, as long as the Contractor is providing the services in accordance with the requirements of the Agreement; provided, however, that in the event of a dispute under the Agreement relating to such Fees, including an administrative hearing under Section 7 or 8, the City shall pay any undisputed amounts to the Contractor in accordance with the payment terms under the Agreement. Disputed amounts resolved in the Contractor's favor shall be paid immediately upon resolution, and shall include a finance charge in the amount of six percent (6%) per annum covering the period from the original due date of such Fees through the date of payment upon such resolution.

(b) The Contractor's Transfer Station Service Fee will provide for monthly payment to the Contractor in accordance with Exhibit A, which Service Fee shall be adjusted annually as provided in Section 17.2. The Transfer Station Service Fee will consist of the following:

- A fixed monthly fee for capital, financing, equipment and other fixed costs. The fixed monthly fee shall be modified in accordance with Section 2.15 if there is a difference between the Contractor's Transfer Station as-built site plan specified in Section 1.7.7 of the Performance Specifications and the City approved Transfer Station site plan and shall be based on the Contractor's unit prices in accordance with the Technical and Cost Proposal. The fixed monthly fee shall be modified in accordance with Section 2.15 if there is a difference in cost between the City approved design and construction documents for the card reader system and the card reader system allowance in accordance with the Technical and Cost Proposal. This fee shall not be adjusted in accordance with Section 17.2.
- A monthly fee for operation of the Transfer Station based on the actual tons of Acceptable Waste (excluding Yard Waste, Biosolids, White Goods, Recyclable Materials, Acceptable HHW, and Acceptable Moderate-Risk Waste) received by the Contractor at the Transfer Station. The Contractor shall be compensated according to the unit prices for the various tonnage ranges shown in Exhibit A.
- The monthly fee for operation of the Transfer Station shall not include any Acceptable Waste (excluding Yard Waste, Biosolids, White Goods, Recyclable Materials, Acceptable HHW, and Acceptable Moderate-Risk Waste) received by the Contractor on the annual benefit dump day, limited to the Facility's capacity which shall be determined at the Contractor's discretion. There shall be no reduction to the fixed monthly fee under Service Component I on account of the annual benefit dump day.
- In the event the City or Clallam County retains a portion or all of the used motor oil and the Contractor's cost to provide HHW service changes, the

Parties agree to negotiate mutually acceptable terms and conditions in accordance with Section 2.15.

(c) Within thirty (30) days of City acceptance of the completed earthwork, the City shall make a one-time Earthwork Payment representing payment in full for Water Treatment Plant earthwork in accordance with Exhibit A and Form 7.1A contained therein. The Earthwork Payment shall not exceed the amount of \$329,498.00.

The Contractor's monthly Transfer Station Service Fee shall be calculated as follows:

MSFI = FMF

+ AVF1 x (Actual tons up through 45,000 tons during a calendar year)

+ AVF2 x (Actual tons from 45,001 to 60,000 tons during a calendar year)

+ AVF3 x (Actual tons over 60,000 tons during a calendar year)

where:

MSFI = Total Monthly Service Fee for Service Component I.

FMF = Fixed Monthly Fee for the Transfer Station.

AVF1 = Adjusted unit price per ton for the first 45,000 tons during a calendar year.

AVF2 = Adjusted unit price per ton for 45,001 to 60,000 tons during a calendar year.

AVF3 = Adjusted unit price per ton for over 60,000 tons during a calendar year.

Tons = Monthly tons received and handled.

NOTE: Tonnage shall be rounded up to the nearest ton.

C. Section 4.6.2.8.2 of Exhibit A of the Agreement is amended, in its entirety, to read as follows:

#### **4.6.2.8.2 Topographic Conceptual Site Plan**

The Site Plan is a general arrangement drawing showing the proposed locations of buildings, structures, roadways, parking areas, and pavement elevations. The delineated on-site roadways will be improved to accommodate anticipated traffic volumes and vehicle types. Roadways (12-ft. lanes), parking, and maneuvering areas will be designed with pavement thicknesses and subgrade materials meeting City Standards. Important features designed into these improvements include sufficient road widths and curve radii to accommodate tractor and chassis lengths in excess of 70-ft. In general, road grades

will not be steeper than 5 percent. P9 shows the off-site roadway (18<sup>th</sup> Street), as well as the existing entrance road on the north part of the site, that will be improved by the City.

Grading of the transfer station site will be compatible with the grading requirements of the water treatment plant and its vehicle entrance, and the existing site-entrance road after it has improved to handle the transfer station traffic. The firing range berm will not be relocated; its top and western face will remain unchanged, while grading/reshaping of the eastern face will be minor. Earthwork for the Water Treatment Plant will be compatible with the grading requirements of the Transfer Station.

See 4.6.2.8.4 for a discussion of transfer building's expandability to meet 100 percent of the 20-year term waste loading. The large trailer yard north of the building provides ample parking and maneuvering space for transfer trailers and containers on chassis.

The Information Kiosk, an 8-foot square structure next to the self-haul doors of the transfer building, provides a convenient place for customers to obtain recycling and solid waste fact sheets.

The site is subject to strong winds. Planting windbreaks and litter fences will be incorporated to control wind-blown litter on the site, as well as operational controls such as daily litter patrols. Bird wires may be used to discourage gulls from frequenting the facility.

D. Section 1.6.2 of Exhibit B of the Agreement is amended, in its entirety, to read as follows:

### **1.6.2 Submission, Review, and Approval of Design Documents**

During design of the facilities, the Contractor's Authorized Representative shall make available for the City's Authorized Representative review and approval, all plans, drawings, calculations, construction materials, specifications, schedules, and other documents related to the design and construction of the facilities. These documents shall be provided with the 50 and 95% percent design, and 100% design submittals as provided in Table B.1-1. The City's Authorized Representative will have final approval authority for the design and construction documents. The design shall be based on the Contractor's conceptual design. The design shall evaluate priorities, assumptions, if spaces or functions can be shared or co-located, if Facility size is adequate, and to optimize use of the site. The Contractor's Authorized Representative shall also provide as-builts in accordance with the Project Construction Schedule. The City's Authorized Representative review of the reference materials will be limited to determining whether the design conforms to the requirements of the Performance Specifications and the Service Agreement. The reviews and any comments made by the City's Authorized Representative on the plans, specifications, drawings, schedules, and the like, shall not relieve the Contractor from its obligations under the Service Agreement, and those representations made in its Technical and Cost Proposal. The Contractor shall not commence construction or operations until the City's Authorized Representative approves the design and construction documents, and the Preliminary Operations Plan.

The Contractor's Authorized Representative shall submit for the City's Authorized Representative review and approval, at a minimum, the following design documents:

- General Facility site layout (scale not smaller than 1 inch equals 50 feet).
- A site plan including a calculation of the excavation/cut, fill/compaction, and haul excess material quantities based on the City provided site topographic survey in accordance with the Technical and Cost Proposal. The site plan shall identify where excess materials shall be stored on-site by the Contractor at the time of excavation.
- An earthwork plan that coordinates cutting and filling activities in accordance with the Statement Of Work under Task Agreement No. 1 of the Cooperative Agreement between the United States of America, acting through the Department of Interior, National Park Service, Olympic National Park and the City and the Contractor's Technical and Cost Proposal.
- Building Plans: floor plans, sections, elevations, interior and exterior details, finish schedules, and specifications.
- Electrical and mechanical drawings.
- Grading drainage utility drawings.
- On-site roadway improvements.
- General equipment arrangements and elevation drawings.
- Traffic control/traffic flow.
- Control system schematic and logic.
- Major equipment specifications.
- Status of construction permits.
- Status of equipment procurement.
- Assumptions.
- Materials to be used in construction, including brand name or model number, copies of manufacturer's descriptive literature, or catalog cut-sheets.

Within 15 days of receipt of all review documents, the City's Authorized Representative will meet with the Contractor's Authorized Representative to discuss the documents, and identify any required changes. In the event that the City's Authorized Representative design review determines that the Facility design, construction documents, or Preliminary Operations Plan are not consistent with the Technical and Cost Proposal, the Performance Specifications, or the Service Agreement, the City's Authorized Representative, will provide the Contractor's Authorized Representative with a written notice of any required changes. The Contractor's Authorized Representative shall promptly correct any changes required by the City's Authorized Representative.

The City's Authorized Representative review and approval of these design materials will not constitute a determination as to the sufficiency or adequacy of the

design plans, specifications, or engineering or construction judgments made by the Contractor, nor shall the review act as a waiver of liability or relieve the Contractor of any obligation to design, construct, and operate the Facility in a manner which conforms to the Performance Specifications and the Service Agreement.

Nothing in this section shall excuse the Contractor from proceeding with performance of its obligations under the Service Agreement.

E. Section 1.7.4 of Exhibit B of the Agreement is amended, in its entirety, to read as follows:

#### **1.7.4 Facility Site Preparation**

The Contractor shall be responsible for site preparation. All permit applications for site preparation shall be the responsibility of the Contractor. The Contractor may Dispose of unsuitable fill material excavated from the Transfer Station and Water Treatment Plant sites at the Port Angeles Landfill at no charge. Site preparation by the Contractor for the Transfer Station and Water Treatment Plant includes but is not limited to:

- Site grading.
- Extending and connecting Utilities, including stormwater, sanitary sewer, potable water, temporary provision of bottled water for potable purposes, electrical, and telecommunications.
- Connecting the Co-Composting Facility's leachate collection system to the sanitary sewer.
- Security improvements in accordance with the Contractor's Technical and Cost Proposal.
- Improvement of on-site roads, including overlay, widening, and drainage controls to accommodate the change in the on-site traffic circulation resulting from the Transfer Station development. The Contractor shall improve on-site roadways in a manner that provides access to the Transfer Station, scale house, Co-Composting Facility, Moderate-Risk Waste Facility (MRWF), and other site facilities, and maintains existing drainage and stormwater controls.
- Cutting and filling activities at the Transfer Station and Water Treatment Plant, relocating a portion of the east berm of the firing range, preparing an area that will support the Transfer Station main structure, and shaping the area between the Transfer Station and Water Treatment Plant in accordance with the Statement Of Work under Task Agreement No. 1 of the Cooperative Agreement between the United States of America, acting through the Department of Interior, National Park Service, Olympic National Park and the City.

- F. Section 1.7.7 of Exhibit B of the Agreement is amended, in its entirety, to read as follows:

**1.7.7 Completion of Construction**

Upon notification by the Contractor's Authorized Representative, the City's Authorized Representative shall inspect the Facility for completion and conformance to the City's Authorized Representative's approved design and construction documents, and any City approved modifications. Prior to Startup, the Contractor's Authorized Representative shall provide the City's Authorized Representative with as-built documentation for all Contractor-constructed features. The as-built site plan for the Transfer Station and grading plan for the Water Treatment Plant shall include a separate calculation of the actual excavation/cut, fill/compaction, and haul excess material quantities based on the City provided site topographic survey.

The City's Authorized Representative will review the as-builts and, as appropriate, notify the Contractor's Authorized Representative that construction is approved.

G. Itemized List F (page 3) of the Technical and Cost Proposal form 7.1A of Exhibit A of the Agreement is amended, in its entirety, to read as follows:

**FORM 7.1A  
TECHNICAL AND COST PROPOSAL  
OTHER BREAKDOWN**

<b>Itemized List F</b>						
7.1A #	Description	Quantity	Unit	Unit Cost	TOTAL	Comments
					<b>\$ 991,000</b>	<b>TOTAL</b>
<b>Site Improvement, Prep, Utilities</b>						
5	Total excavation/cut - TS	50,000	CY	\$ 3 32	\$ 166,000	raise Transfer Bldg & Trailer Parking by
5	Fill/compaction - TS	15,000	CY	\$ 7.20	\$ 108,000	~1 ft to reduce cut/fill
5	Structural fill/compaction - TS	5,000	CY	\$ 10.00	\$ 50,000	
5	Haul excess material	30,000	CY	\$ 1.20	\$ 36,000	
5	Dewatering	1	LS	\$ 5,000	\$ 5,000	
5	Potable Water/Fire Main	1	LS	\$ 134,000	\$ 134,000	pipe, hydrants, meters, backflow
5	Sanitary Sewer	1	LS	\$ 75,000	\$ 75,000	2 lift stations, pipe
5	Storm Drainage System	1	LS	\$ 134,000	\$ 134,000	pipe, ditch, culvert
5	Curbs	200	LF	\$ 40	\$ 8,000	
5	Striping	1	LS	\$ 2,000	\$ 2,000	
5	Site Concrete – sidewalks, etc	20	CY	\$ 300	\$ 6,000	
5	Litter Fence	1,000	LF	\$ 30	\$ 30,000	
5	Signage	1	LS	\$ 5,000	\$ 5,000	
5	Landscaping	1	LS	\$ 15,000	\$ 15,000	
5	Power Supply & distribution	1	LS	\$ 126,000	\$ 126,000	
5	Site Lighting	1	LS	\$ 52,000	\$ 52,000	
5	2" conduits for City's telecomm	1	LS	\$ 39,000	\$ 39,000	
5	firing range berm - not relocated	0	CY	\$ 2.40	\$ -	included in TS excavation/cut. berm is not relocated, height & west are unchanged, east slope is regraded
<b>Earthwork for areas impacted by Water Treatment Plant</b>					<b>\$ 329,498</b>	
5	<u>Cleaning &amp; topsoil stripping</u>	1	LS	\$2,000 00	\$ 2,000	
<u>Water Treatment Plant excavation</u>						
5	<u>(area A)</u>	0	CY	\$3 32	\$ -	
<u>Water Treatment Plant Engineered Fill</u>						
5	<u>(area A)</u>	2,450	CY	\$10 00	\$ 24,500	
5	<u>Firing range berm excavation (area B)</u>	2,300	CY	\$2 40	\$ 5,520	
5	<u>Firing range berm fill (area B)</u>	10,350	CY	\$7 20	\$ 74,520	
5	<u>Facility excavation (area C)</u>	6,900	CY	\$3 32	\$ 22,908	
5	<u>Facility engineered fill (area C)</u>	19,505	CY	\$10 00	\$ 195,050	
5	<u>Engineering design &amp; specifications</u>	1	LS	\$5,000 00	\$ 5,000	

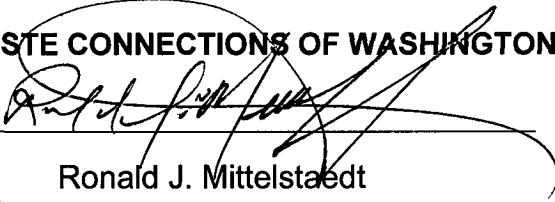
**TECHNICAL AND COST PROPOSAL  
OTHER BREAKDOWN**

**Itemized List D**

21 Tarp Station	1	\$	30,000
21 Pit Scales	2	\$	40,000
21 Card Reader System Allowance	1 unit	\$	70,000
		<hr/>	
		\$	140,000
29 Sweeper	1	\$	30,000
29 Pick Up Truck	1	\$	20,000
		<hr/>	
		\$	50,000

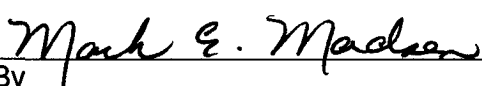
AGREED TO BETWEEN THE PARTIES and effective on the last date written below.

WASTE CONNECTIONS OF WASHINGTON, INC.

  
By \_\_\_\_\_  
Name Ronald J. Mittelstaedt  
Chairman, Chief Executive Officer  
Title

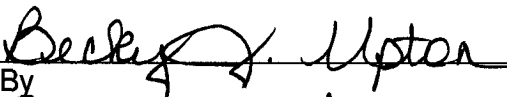
\_\_\_\_\_  
Date

CITY OF PORT ANGELES


  
By \_\_\_\_\_  
Name MARK E. MADSEN  
CITY MANAGER  
Title

10/20/2005  
\_\_\_\_\_  
Date

ATTEST:

  
By \_\_\_\_\_  
Name BECKY J. UPTON  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
By \_\_\_\_\_  
Name William Bloor  
\_\_\_\_\_  
City Attorney

CITY OF



# PORT ANGELES

WASHINGTON, U. S. A.

## CITY COUNCIL MEMO

**DATE:** September 20, 2005

**TO:** CITY COUNCIL

**FROM:** Glenn A. Cutler, Director of Public Works and Utilities

**SUBJECT:** Solid Waste Services Agreement Amendment & National Park Service Agreement

**Summary:** The Water Treatment Plant (WTP) construction schedule has been delayed which impacts construction of the Transfer Station (TS). Agreements have been negotiated with Waste Connections and the National Park Service to complete the earthwork for the WTP to ensure that construction of the TS is not delayed.

**Recommendation:** Authorize the City Manager to sign 1) the Agreement with the National Park Service – Olympic National Park (NPS-ONP), and 2) the amendment to Solid Waste Processing Facility Development and Management Services Agreement with Waste Connections of Washington, Inc., and 3) authorize the City Manager to approve minor changes, if necessary, to the agreements.

**Background/Analysis:** On April 5, 2005, the City Council approved the Solid Waste Processing Facility Development and Management Services Agreement with Waste Connections of Washington, Inc. A key component of the agreement includes construction of the TS, which is needed as the City shifts to a waste export system.

The start of construction of the WTP has been delayed, which impacts the TS construction schedule. It is imperative that construction of the TS not be delayed since the landfill is anticipated to close by December 31, 2006. In cooperation with the National Park Service and Waste Connections, staff negotiated an amendment to the agreement with Waste Connections for Water Treatment Plant earthwork, the cost of which would be reimbursed to the City by agreement with the National Park Service.

The proposed amendment to the Services Agreement includes City payment of a lump sum to Waste Connections for earthwork (limited to areas agreed upon between Waste Connections, NPS-ONP and the City). City payment to Waste Connections for a portion of the TS earthwork is already covered in the Services Agreement. The proposed agreement with the NPS-ONP includes reimbursement to the City for the additional work anticipated to be accomplished under the WTP construction contract. The agreements between the NPS-ONP will make the City and Waste Connections whole.

Attached are the drafts of the agreements that are still being finalized. It is anticipated that if any changes are necessary they will be minor. The agreement with NPS-ONP is in the amount of \$499,710.22 and the agreement amendment with Waste Connections will be in the not to exceed amount of \$329,498.00.

It is recommended that the Council authorize the City Manager to sign 1) the Agreement with the National Park Service – Olympic National Park (NPS-ONP), and 2) the amendment to Solid Waste Processing Facility Development and Management Services Agreement with Waste Connections of Washington, Inc., and 3) authorize the City Manager to approve minor changes, if necessary, to the agreements.

Attachments: Cooperative Agreement NPS-ONP & City (Draft)  
First Amendment to Waste Connections Agreement (Draft)