



**KENT COUNTY
DEPARTMENT OF
PUBLIC WORKS**

AGENDA

**December 3, 2015
8:30 AM**

2015 BOARD

Theodore J. Vonk
Chair

Shana Shroll
Vice Chair

William Byl
Secretary

David Groenleer

Roger Morgan

Dave Bulkowski

Richard Vander Molen

Darwin J. Baas
Director

**Kent County Administration
300 Monroe Ave
Room 311
Grand Rapids, Michigan 49503**

- I. Call to Order
- II. Public Comment
- III. Review and Approval of Minutes
- IV. Administration
 - A. GBB Access – Action Request
- V. Resource Recovery and Recycling Operations
 - A. Household Hazardous Waste Disposal Contract – Action Request
- VI. Approval of Monetary Outlays
- VII. Director's Report
 - A. MPSC complaint - Update
- VIII. Miscellaneous
- IX. Adjournment

Earl G. Woodworth Building
1500 Scribner Avenue NW
Grand Rapids, MI 49504-3233

Telephone: 616.336.3694
Facsimile: 616.336.3338
kcdpw@kentcountymi.gov



KENT COUNTY BOARD OF PUBLIC WORKS

November 5, 2015

9:30 AM

**Kent County Administration
Human Resources Training Room
300 Monroe Ave
Grand Rapids, Michigan 49503**

MEMBERS PRESENT: Commissioners Vonk, VanderMolen Shroll, Bulkowski, Morgan, Groenleer; Morgan

OTHERS PRESENT: Darwin Baas, Director; Elissa Soto, Office Manager; Kimberly Williams, Finance Division Director; Chris Robinson, WTE Operations Manager; Dan Rose, Solid Waste Operations Manager; Cal Brinks, Purchasing Division; Nicholas VanderVinne, Resource Recovery/Recycling Manager; Oscar Garcia, DPW Utility Operations Worker.

I. Call to Order

Chair Vonk called the meeting to order at 9:30 a.m.

II. Public Comment

None

III. Consent Agenda

A. Review and Approval of Minutes

B. Conference/Education Travels

Approval is being requested for the Director to attend the 2015 the Renewable Energy From Waste Conference, November 17 – November 19 in Orlando, Florida at a total cost of \$1421.

MOTION

It was moved by Commissioner Shroll and supported by Commissioner VanderMolen to approve the consent agenda.

Motion carried unanimously.

IV. Administration

A. Strategic Planning – Next Steps for the DPW

Per Chair Vonk's request, Director Baas presented to the Board a strategic plan for the Department and where he believes the Department is headed in the next few years.

B. Employee Service Awards

i. Oscar Garcia – 30 years

Staff and the BPW Board recognized Oscar Garcia, Utilities Operations Worker for his 30 years of service and dedication to the Department.

ii. Christopher Robinson – 25 years

Staff and the BPW Board recognized Mr. Robinson for 25 years of service to the Department.

V. Solid Waste Operations

A. South Kent Landfill Earthwork Contract

Staff, through the Purchasing Division, requested bids for the annual earthwork contract at the South Kent Landfill.

This unit price contract involves soil excavation for future cell development and will also meet daily soil usage needs at the facility. In 2016 we anticipate that approximately 113,950 cubic meters of excavation. In addition, the contractor will be responsible for meeting other excavation need which will be performed on an hourly rate basis. These tasks consist of pond cleaning, ditch cleaning, gas well raising and other general excavation and earthwork needs not covered by the unit price items of the contract. Three qualified bids were received. Based on the evaluation it is recommended to award the 2016 earthwork contract to Terra Contracting Services, LLC of Kalamazoo, MI, the low bidder, in the amount of \$649,463.00.

Work will involve excavation of future municipal solid waste cells, providing daily cover to the working face, stockpiling material, placement of intermediate cover and placement of final cover along with additional hourly work such as soil erosion and sedimentation control, ditch cleaning and storm water pipeline installation.

Award is contingent upon Terra Contracting Services, LLC providing adequate clarification and documentation for Mobilization Cost, Labor Rates, Weekly Rates, Fuel Surcharges, bonding, insurance and complete contract execution.

Staff and Cal Brinks, Purchasing Division, were present to answer questions.

MOTION

It was moved by Commissioner Shroll and seconded by Commissioner Groenleer to award the South Kent Landfill 2016 Annual Earthwork contract to Terra Contracting Services, LLC in the amount of \$649,463.00.

Motion carried unanimously.

VI. Approval of Monetary Outlays

MOTION

It was moved by Commissioner Byl and supported by Commissioner Shroll to approve the monetary outlays for November 2015.

Motion carried unanimously.

VII. Director's Report

A. MPSC Filing For Intervention

The Director provided an overview of the steps Kent County is taking by joining the Michigan Independent Power Producers Coalition filing a intervention and complaint with the MPSC in response to Consumers Energy plans to move most PPA to year-to-year arrangements.

B. MDEQ Scrap Tire Collection Grant Application

The Department applied for some State funded dollars to help with scrap tire collection around the County. Staff will notify the Board if we are selected.

C. Upcoming Conferences

- i. SWANapalooza – Charleston, South Carolina; April 4-7, 2016
- ii. SWANA WASTECON – Summer 2016 TBD
- iii. Resource Recycling Conference – Fall 2016 TBD

VIII. Miscellaneous

None

IX. Adjournment

The meeting was adjourned at 10:25 a.m.

MEETING DATE: **December 3, 2015**

AGENDA ITEM#: IV – A



**BOARD OF
PUBLIC WORKS
ACTION REQUEST**

SUBJECT: GBB Access!

DIVISION: Administration

PREPARED BY: Darwin J. Baas, Director

ACTION REQUESTED:

To review, approve and authorize the Director to sign a professional services agreement with Gershman, Brickner & Bratton, Inc. (GBB) to provide GBB Access! for 2016.

SUMMARY OF REQUEST:

The DPW contracted with GBB Solid Waste Management Consultants to provide an Efficiency Review of our department and a Zero Waste to Landfill Study with partnering manufacturers that identified strategies for broader changes throughout the County so that higher levels of waste diversion and waste management sustainability can be achieved.

DPW and the Right Place are collaborating to develop sustainable materials management strategies to further sustainable business interests and practices to advance economic competitiveness of companies, foster economic development and jobs in West Michigan.

GBB brings a team with national expertise in the solid waste industry and will provide advisory and information services to the DPW as the department develops these strategies to create a comprehensive business plan that supports those initiatives – politically, financially, and technically.

SUGGESTED MOTION:

It was moved by _____ and seconded by _____ to approve and authorize the Director to sign a professional services agreement with Gershman, Brickner & Bratton, Inc. (GBB) to provide GBB Access! at a cost not to exceed \$60,000.

ATTACHMENTS:

GBB Access! Proposal

GOVERNING/ADVISORY BOARD APPROVAL DATE: December 3, 2015

DEPARTMENT DIRECTOR: _____



SOLID WASTE
MANAGEMENT
CONSULTANTS

November 24, 2015

Via Electronic Mail

Mr. Darwin Baas, Director
Kent County
Department of Public Works
1500 Scribner NW
Grand Rapids, MI 49504

Re: GBB Access! Program

Dear Mr. Baas:

This letter presents the *GBB Access!* program Gershman, Brickner & Bratton, Inc. (“GBB”) proposes to provide the Kent County Department of Public Works (“DPW”) for advisory and information services. *GBB Access!* will allow DPW to access our executives, analysts and professional staff at GBB on a 24 x 7 basis for the term of this engagement and provides eight (8) ways GBB will bring its 35 years of solid waste expertise to the DPW. This letter constitutes a firm proposal by GBB to the County for *GBB Access!*.

GBB has been offering solid waste expertise and project management to public and private clients on a project basis. While this business model has been an effective way to accomplish specific tasks and long term objectives, it does not provide clients with a comprehensive day to day consulting relationship. *GBB Access!* does!

The primary goal of this program is to help your organization by giving you the expertise, technical ability, and industry resources that you do not have in-house and don't have the salary budget to develop. *GBB Access!* leverages the knowledge base of GBB personnel for the benefit of DPW. Whether the issue is organizational, technical, financial, environmental, or societal, *GBB Access!* is here to help. There are eight ways that *GBB Access!* will support the DPW. Here is a description of each of them.

1. Consultations with GBB leadership and subject matter experts.

GBB Access! is ready when you are. When you have an issue, an opportunity, or an idea, our team will initiate a response the same day you contact me – whether it's a telephone call, text or email. Consider us your solid waste doctors. Whenever you need our help, we're on-call. An important element of our assistance will be to assist the County explore a new sustainable business park model that embodies both zero waste to landfill and sustainable materials management attributes.

When you have new ideas, and want to bounce them off someone whose opinion you respect, we can engage with you – that same day.

When you find opportunities that might improve your operations, we can discuss them – right way.

Gershman, Brickner & Bratton, Inc.

8550 Arlington Blvd, Suite 304
Fairfax, Virginia 22031
Phone: 703-573-5800 Toll Free: 800-573-5801 Fax: 703-698-1306
www.gbbinc.com

We will provide responsive counsel, expertise, and preliminary analysis on any aspect of your infrastructure and services - current or contemplated. It would be like having expert internal resources (with a library of knowledge) without the FTEs.

This service, however, is more than an executive support program. In addition to providing you with advice to pressing issues or strategic ideas for potential opportunities, *GBB Access!* can provide members of your management and staff with a series of regularly scheduled consultations that anticipate your business needs and help you plan, and be better prepared, for the future. This includes three types of meetings: Annual, Semi-Annual and Monthly.

2. Annual Review of your organization with the leadership and management to identify and prioritize areas of improvements and potential new initiatives and provide a team-building experience;

Once you sign up for *GBB Access!* a two-day site visit to DPW will be scheduled. During this visit, GBB staff would tour your operations and meet with you and your managers (up to 10) to conduct an organizational brainstorming session. This brainstorming session would collect free-flowing information about what can be done to improve services to DPW customers (internal & external) and/or reduce costs, improve operations and plan for the future - financially, operationally, technologically, or procedurally. The list of ideas generated would be reviewed with the group and significant areas of consensus would be identified and prioritized. The top ten (10) ranked suggestions would be further developed into three main categories: Highest priority, 2nd level of priority, and 3rd level of priority. A preliminary ideas briefing would then be held to summarize the work that had been done. The DPW could then use this summary to make immediate improvements and to provide inputs to future plans and budgets.

3. Flexible Monthly Meetings

At your discretion, a 1-hour web conference call could be arranged each month. DPW would set the agenda in advance, based on topics of interest. GBB would facilitate these meetings and provide information on the topic and engage the group in a discussion about it.

GBB's consulting practice demands that its staff learn, compile and categorize information, about trends, policies, technologies and practices that impact the solid waste industry. *GBB Access!* makes this information readily available to the DPW in four (4) ways: Web Briefings, Research Memoranda, Example Documentation, and Identifying Grant/Funding Opportunities.

4. Web Briefings summarizing conferences GBB attends and presents at so you have the latest information about our fast moving industry.

Pressure to reduce travel budgets makes it difficult for DPW staff to attend conferences and/or training and limits their ability to learn about current trends and programs. GBB attends about 25 recycling and waste-related conferences each year (and speaks at most of them.) Each time staff participates in one of

these events, they summarize the key issues and findings from the event. As a *GBB Access!* client, any staff member from the DPW may sit in on the web briefings that are given in a webconference format.

5. Research Memoranda

GBB is prepared to provide DPW up to four (4) research memoranda on subjects you would like addressed, ways to approach a particular need, names of vendors for a particular service or equipment, or answers to a question. These research memoranda (typically one to four pages in length, not including reference attachments) will provide sound ideas to help you move forward with a project or initiative.

6. Example Documentation

Sometimes having a sample of how another County/Authority developed its study, specification, or procurement is all that is needed for your staff to create its own. GBB has an extensive in-house document database, as well as research ability to find good examples online. This *GBB Access!* service can serve as a spring board for DPW's planning and projects.

7. Identify Grant/Funding Opportunities

While researching and networking, GBB has become familiar with potential funding sources that DPW may wish to apply for to help fund and kick-start new programs and services. As a *GBB Access!* client, GBB will suggest to DPW those opportunities to review and will provide background information that will get the application process rolling.

Schedule

GBB Access! starts on the first of the month in which the service is initiated. It continues until the monthly subscription fee is no longer made. There is a minimum commitment of a twelve (12) month subscription period. We are planning to start on January 1, 2016.

Once you initiate *GBB Access!* we will review what we can find online about your organization and ask that you send key documents you would like us to review. We encourage you to provide us with information along the way too, with annual budget and plan updates.....that way we understand who you are and what are are doing and thinking.

The annual review should be scheduled to occur during the first or second month of initiating *GBB Access!*. The semi-annual review should be scheduled no earlier than six months following and no later than seven months following the annual review.

On or before the seventh business day of a month following *GBB Access!* service, GBB will submit via email a monthly memorandum summarizing the previous month's activities and include a listing of upcoming events that are scheduled or need to be scheduled.

Project Team

As GBB President, I will lead the GBB Project Team as Officer-in-Charge. I will be the initial point of contact on all inquiries and for initiation of a specific *GBB Access!* request. I will be available 24 x 7 by phone, both office and cell, and email. As needed, I will also assign other GBB professionals and support staff according to the particular question or program element. Ms. Lori Scozzafava, GBB Vice President of Operations, will be my back up during times I am unavailable. A specific email address, GBBAccess!@GBBinc.com has been set up to use to reach the *GBB Access!* team.

Cost of GBB Access!

The monthly subscription fee for *GBB Access!* is five-thousand dollars (\$5,000.00). Included with this letter agreement is GBB's invoice for initiation of *GBB Access!* services. You will receive monthly invoices on or before the 20th of each month for payment for the upcoming month of the *GBB Access!* program. Our invoices will be addressed to you referencing this matter and expect amounts due to be paid on or before the first of the month for which *GBB Access!* is secured.

In the event additional services are mutually agreed upon that are beyond the scope of *GBB Access!*, the billing rate schedule included in Attachment A will be the basis for time and expense charges or in determining a fixed price for the work. Such additional work will be documented and approved in advance by the parties.

Approval of Letter Agreement

If this letter agreement is consistent with your understanding of the *GBB Access!* program, please sign and date the signature page, and indicate the first month that you would request *GBB Access!* Program to start for the Kent County DPW along with payment for the first month of the program. If a purchase order confirming this engagement is necessary, please attach this letter to it and return to us.

GBB Access! can connect you to the information you need to make data-driven decisions and can be a confidential sounding board for programmatic options under consideration by DPW. This third-party objectivity could bring a due diligence component to DPW's thinking that could be the difference between making good decisions and great ones.

We appreciate the opportunity to provide Kent County's Department of Public Works the *GBB Access!* program.

Sincerely,

Gershman, Brickner & Bratton, Inc.



Harvey W. Gershman
President

Cc: Lori Scozzafava, with Attachments

Client Approval:

This letter correctly sets forth the understanding of the Kent County Department of Public Works:

Signature: _____

Date: _____

***GBB Access!* Program First Month:** _____

Month, Year

Attachments:

A – 2015 Compensation Rate and Fee Schedule

B – GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

C – Invoice for First Month of *GBB Access!* program

Attachment A – 2015 Compensation Rate and Fee Schedule
GERSHMAN, BRICKNER & BRATTON, INC.
COMPENSATION RATE AND FEE SCHEDULE ^(1, 2, 3, 4)

POSITION	(\$ PER HOUR)
President	254.00
Executive Vice President	227.00
Sr. Vice President	212.00
Special Principal Associate	196.00
Vice President	180.00
Principal Associate Engineer	164.00
Principal Associate	154.00
Sr. Project Manager/Sr. Project Engineer/Sr. Associate Engineer	149.00
Project Manager/Sr. Associate	130.00
Project Engineer/Sr. Consultant/Support Director	116.00
Consultant II/Engineer II/Contract Administrator	96.00
Consultant I/Engineer I	74.00
Administrative Support	57.00
Clerical/Support Staff/Research Assistant/Graphics Coordinator	45.00

EXPENSES ⁽³⁾	CHARGE
Personal Car/Company Car	Current IRS Rates per mile ⁽⁴⁾ (or \$86.25/day + fuel, whichever is less)
Local Travel Expenses (tolls, parking)	As Incurred
Room and Board	As Incurred
Airfare	Coach Class, Discount Fares When Available
Car Rental	Discount Rate
Duplicating (black and white)	\$.15 per Copy
Duplicating (color)	\$.25 per Copy
Long Distance Telephone	As Incurred
Graphics and Art	As Incurred
Messenger and Delivery Service	As Incurred
Subcontractors	As Incurred
Facsimile Communications Outbound	\$0.50 per page

⁽¹⁾ Effective January 1, 2015 through December 31, 2015. Subject to January 1st annual increase based on CPI.

⁽²⁾ For payments not received within 30 days of invoicing date, interest charge of 1.00 % per month will be applied.

⁽³⁾ A Fee of 10 percent applied to expenses, including subcontractors.

⁽⁴⁾ Subject to adjustment per IRS guidelines (or \$86.25/day + fuel-which-ever is less).

Attachment B
GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
GERSHMAN, BRICKNER & BRATTON, INC.

WHEREAS based on the attached Letter Agreement, Kent County, Michigan. ("CLIENT") intends to engage Gershman, Brickner & Bratton, Inc., Fairfax, Virginia, (hereinafter called "GBB") to provide certain professional consulting services (hereinafter called the "Project") as more specifically described in the Letter Agreement. NOW, THEREFORE, the CLIENT and GBB do hereby agree as follows:

ARTICLE 1. SCOPE OF SERVICES – GBB shall perform the PROJECT effort as outlined in the attached Letter Agreement.

ARTICLE 2. PROJECT SCHEDULE – GBB is authorized to begin work as of the date that authorization to proceed is received and shall be completed according to a schedule mutually agreed upon between the CLIENT and GBB and may be adjusted, in accordance with these Terms and Conditions mutually agreed upon between the CLIENT and GBB.

ARTICLE 3. CHANGES IN SCOPE AND PROJECT SCHEDULE – If unanticipated events occur during the PROJECT, whereby a change in direction, additional effort, or suspension of work is required, the scope of services may change. GBB will inform the CLIENT or CLIENT will inform GBB so that negotiation of change in scope and any adjustment to the time of performance can be effected as required. If such change, additional effort or suspension of efforts results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Letter Agreement modified accordingly. Cost and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the CLIENT'S failure to provide specified facilities or information, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the Letter Agreement. Any change in scope shall be agreed to in advance and in writing by both parties.

ARTICLE 4. RESPONSIBILITIES OF THE CLIENT – The CLIENT will: (1) Subject to confidentiality, business records and other applicable provisions set forth in Attachment C to this Agreement, upon request by GBB, furnish GBB with copies of data, reports, surveys, and all other materials and information available to the CLIENT and relating to the PROJECT, whether or not identified by GBB as being required for this PROJECT which are now or during the duration of the PROJECT in the CLIENT'S possession; (2) Provide, and assume responsibility for the accuracy and completeness of data it provides for the PROJECT, and indemnify and hold GBB harmless against all losses or claims, including attorney's fees, arising or allegedly arising from acts of the CLIENT or any of its employees or agents or that are based upon information, representations, reports or data furnished, prepared or approved by the CLIENT or its designee for use by GBB; (3) Provide to GBB copies of any press releases, newspaper clippings, articles, videos, and other media materials related to the PROJECT which allows GBB to be aware of the current situation and to carry out GBB's duties as described herein; (4) Examine all projects, specifications, analyses, proposals, reviews and other documents presented by GBB to the CLIENT, and promptly render in writing the decisions pertaining thereto within a week, or, if longer time is needed, within a mutually agreed schedule; and (5) Designate in writing a contact person (Client Project Manager) who shall serve as the principal contact for CLIENT as to communications and transmittal of reports and other documents by GBB, and who shall be responsible for dissemination of such reports and documents and communications among appropriate decision-makers of CLIENT.

ARTICLE 5. PAYMENT – Payment for GBB'S services shall be in accordance with Letter Agreement. Payment for additional services rendered by GBB, if any, shall be as negotiated. All payments to GBB for additional services are due and payable within thirty (30) days of submission of invoice to CLIENT. Any invoices unpaid after thirty (30) days shall accrue interest at the rate of one percent per month. However, if the CLIENT does not make payments to GBB in accordance with Article 5, GBB may suspend its services without liability on the basis of nonperformance on the part of GBB after giving the CLIENT seven (7) days written notice. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of this AGREEMENT between GBB and the CLIENT. When such progress payments are restored, GBB will continue its services with appropriate adjustments, if necessary, to the PROJECT Schedule.

ARTICLE 6. INSURANCE – GBB shall, during the performance under the Letter Agreement, keep in force the following insurance: (1) Workman’s Compensation Insurance, including Employer’s Liability Insurance for its employees; (2) Comprehensive General Liability Insurance, covering bodily injuries and property damage with a combined single limit of \$1,000,000; (3) Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and property damage with a combined single limit of \$1,000,000; and (4) Umbrella/Excess Liability Insurance of \$1,000,000.

ARTICLE 7. INDEPENDENT CONTRACTOR – GBB’S services shall be furnished by GBB as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed by GBB as an independent contractor.

ARTICLE 8. GENERAL CONSIDERATIONS –

- GBB shall be responsible for the performance of services in accordance with the standard of practice ordinarily exercised by the profession at the time and within the locality where the services are performed. Services are not subject to, and GBB does not provide, any warranty or guarantee, express or implied, including warranties or guaranties contained in any uniform commercial code. Any such warranties or guaranties contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.
- GBB bases its decisions and recommendations solely on the conditions about which GBB is aware during its performance of services to the CLIENT and is not responsible for the impact of any actions by the CLIENT or others after this period.
- GBB shall not disclose, or permit disclosure of any information designated by the CLIENT as confidential, except to its employees and those who need such information in order to properly execute the services of the Letter Agreement.
- All CLIENT documents and their contents provided to GBB pursuant to this agreement shall be considered as confidential unless they are to become public record as part of the proposal process. CLIENT expects that even though some documents and/or their contents may become public record, Nothing herein, however, should be construed to limit GBB's rights to use its work product and process as described in the Agreement between GBB and CLIENT.
- Where applicable, statements concerning probable cost estimates prepared by GBB as may be required by the Scope of Services represent its judgment as a professional familiar with the solid waste management industry. Accordingly, GBB cannot and does not guarantee that prices will not vary from any statement of probable construction cost or other cost estimates, including life cycle cost projections, prepared by it for the PROJECT.
- All information provided to GBB by the CLIENT and all work products under this agreement shall be at all times the sole and exclusive property of the CLIENT. The parties acknowledge that all of the work being performed pursuant to this agreement is the property of CLIENT and that GBB may make no claim of ownership to any of the actual contents of the CLIENT proposal. The Parties further acknowledge that CLIENT has unlimited right to use all of the work performed by GBB for CLIENT’S own purposes in perpetuity without limitation. The parties further acknowledge that GBB has created this document with its own proprietary expertise and that CLIENT may make no limitation on GBB’S use of said expertise in its pursuit of other business. CLIENT acknowledges that GBB may use on other, non-CLIENT projects the rate model GBB develops for the proposal. GBB may use the form and formulas of the model but must keep confidential all of the assumptions, costs and revenues used in the CLIENT proposal except where those numbers have become public record. CLIENT further acknowledges that certain language in the proposal may not be either of CLIENT’S writing or of GBB’S and that that language, to the extent it is not otherwise protected, may be used verbatim by GBB in other, non-CLIENT projects.

ARTICLE 9. TERMINATION OF AGREEMENT – The Letter Agreement may be terminated by either party by thirty (30) days written notice to the other party without cause or by mutual written agreement of the parties. If the Letter Agreement is terminated, GBB shall be paid for the extent of services performed until the effective date of termination, plus any reasonable direct expenses of termination.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY – In accordance with applicable law, GBB shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, age, marital status, sexual orientation, personal appearance, family responsibilities, matriculation, political affiliation or ideology, ancestry, national origin, veteran status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification.

ARTICLE 11. INDEMNIFICATION –

- GBB shall defend, indemnify and hold harmless CLIENT and CLIENT’S employees and agents from and against any claims, suits, liabilities, costs and expenses, including reasonable attorneys’ fees, to the extent that they are based upon claims of negligent acts, errors or omissions solely of GBB or any of its employees or agents.
- Notwithstanding any other provision of the Letter Agreement, GBB’S liability to the CLIENT for any claims, liabilities, losses, damages, costs and expenses, including reasonable attorneys’ fees arising out of or relating to the Letter Agreement, including GBB’S negligence, errors or omissions, shall not exceed \$250,000, and CLIENT hereby releases GBB from any liability above such amount.
- The CLIENT and GBB shall not be liable to each other in any event for interest (except as otherwise provided); loss of anticipated revenues, earnings or profits; or increased expense of operations.
- The CLIENT shall defend, indemnify and hold harmless GBB and its agents and employees from and against any claims, suits, liabilities, costs and expenses, including reasonable actual attorneys’ fees, to the extent that they are based upon the claims of negligent acts, errors or omissions of the CLIENT or any of its employees or agents.

ARTICLE 12. DELEGATION OF DUTIES – Neither the CLIENT nor GBB shall delegate its duties in the Letter Agreement without the written consent of the other party.

ARTICLE 13. EXTENT OF AGREEMENT – The Letter Agreement and these Terms and Conditions represent the entire integrated agreement between CLIENT and GBB and supersede all prior negotiations, representations or agreements, either written or oral, for this PROJECT.

ARTICLE 14. GOVERNING LAW – The Letter Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of California.

ARTICLE 15. SEVERABILITY – In the event any provisions of the Letter Agreement or these Terms and Conditions shall be held to be impossible, invalid, and unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

Darwin Baas, Director
Kent County - DPW
November 24, 2015
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C – Invoice for First Month of *GBB Access!* Program

November 24, 2015

Darwin J. Bass, Director
Kent County, Department of Public Works
1500 Scribner NW
Grand Rapids, MI 49504

DESCRIPTION: *GBB Access!*

PERIOD: January 1, 2016 through January 31, 2016

Invoice No. 15-10-5034 **GBB Job No. 15090-02**

CLIENT REFERENCE:

Letter Agreement dated October 7, 2015 between Darwin J. Baas, Kent County Department of Public Works and Harvey W. Gershman, of Gershman, Brickner & Bratton, Inc. (GBB).

GBB Federal ID#: 52-1189668

Total Invoice for this period \$5,000.00

Amount Now Due GBB \$5,000.00

Please Remit To:

Gershman, Brickner & Bratton, Inc.

8550 Arlington Blvd, Suite 304
Fairfax, Virginia 22031
Phone: 703-573-5800 Toll Free: 800-573-5801 Fax: 703-698-1306
www.gbbinc.com

MEETING DATE: **December 3, 2015**

AGENDA ITEM#: V – A



**BOARD OF
PUBLIC WORKS
ACTION REQUEST**

SUBJECT: HHW Disposal Contract

DIVISION: Resource Recovery

PREPARED BY: Nic VanderVinne, Resource Recovery and Recycling Manager.

ACTION REQUESTED:

Approval of the Household Hazardous Waste Disposal Contract for 2016 and 2017.

SUMMARY OF REQUEST:

Staff, through the Purchasing Division, requested bids for the disposal of waste collected through the Household Hazardous Waste Program and is recommending EQ-The Environmental Quality Company d.b.a. US Ecology based in Livonia, Michigan, the low bidder at a cost of \$95,211.00 per year.

EQ has a good environmental compliance record and provides HHW disposal services to many programs in the Midwest. References were checked with several County HHW collection programs in Michigan. Payment for services will be made for actual quantities processed.

A bid tabulation sheet is attached.

SUGGESTED MOTION:

It was moved by _____ and seconded by _____ to award the contract to the low bidder, EQ-The Environmental Quality Company d.b.a. US Ecology, from Livonia, Michigan at a cost of \$95,211.00 per year and to authorize the Director to execute the prepared documents with US Ecology.

ATTACHMENTS:

Bid Tabulation

GOVERNING/ADVISORY BOARD APPROVAL DATE: December 3, 2015

DEPARTMENT DIRECTOR: _____

Kent County Purchasing Division

Bid/RFP/RFQ: 1681 Tabulation Sheet

Description: Household Hazardous Waste Disposal Services

Date: 11/18/2015

<i>Respondent</i>	<i>Amount*</i>	<i>Alternate</i>
EQ The Environmental Quality Co dba US Ecology	\$95,211.00	<input type="checkbox"/>
SQS, Inc dba ERG Environmental Services	\$143,825.00	<input type="checkbox"/>
Clean Harbors Environmental Services, Inc.	\$146,309.50	<input type="checkbox"/>
Tradebe Treatment and Recycling, LLC	\$197,430.92	<input type="checkbox"/>

**Note: This document shall not be construed as a comment on the responsiveness and is subject to change. This information is not an indicator of award.*



**KENT COUNTY
DEPARTMENT OF
PUBLIC WORKS**

2015 BOARD

Theodore J. Vonk
Chair

Shana Shroll
Vice Chair

William Byl
Secretary

David Groenleer

Roger Morgan

Dave Bulkowski

Richard Vander Molen

Darwin J. Baas
Director

MEETING SCHEDULE – 2016

First Thursday

8:30 a.m.

Kent County Road Commission Board Room
Earl G. Woodworth Building
1500 Scribner Avenue NW

January 7, 2016

February 4, 2016

March 3, 2016

April 7, 2016

May 5, 2016

June 2, 2016

July 7, 2016

August 4, 2016

September 1, 2016

October 6, 2016

November 3, 2016 (after BOC meeting)

December 1, 2016 (after BOC meeting)

Earl G. Woodworth Building
1500 Scribner Avenue NW
Grand Rapids, MI 49504-3233

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