



TO: Port Commission
FROM: Marian Olin, Port Director
DATE: November 29, 2018
SUBJECT: Award of Contract for Regular and On-Call Garbage Hauling Services

Recommendation: *Authorize the Port Director to execute a contract with NMH Maintenance for regular and on-call garbage hauling services in an amount not to exceed \$30,000 annually, with on call services provided on an hourly rate basis (\$30/hour).*

BACKGROUND

The Port District has contracted with the same garbage hauling service provider since 2005. That contract for services was terminated in October 2018, due to unsatisfactory performance and inconsistencies with the pickup schedule. Maintenance staff, in addition to their regular workload, routinely filled in when service was deficient over the past year and has been performing the garbage hauling services since the time of contract termination.

A Request for Proposals (RFP) was issued on November 15, 2018. In an effort to maximize potential submissions, the RFP was advertised in accordance with the procedures contained in the California Public Contract Code and distributed to local trade journals. Despite outreach efforts, one bid was received from NMH Maintenance in an amount of \$2,250/month.

Nick Henning, proprietor of NMH Maintenance, has been employed with the District's maintenance department on a temporary basis since mid-2018. In addition to providing fill in service, Mr. Henning has been performing the garbage hauling services as part of his weekly maintenance duties since the former contractor's services were terminated and he is familiar with the District's operation. Staff has checked the bidder's proposal and qualifications, and is satisfied that the contractor can fulfill the bid requirements.

ANALYSIS

Attachment A provides the contract between the District and NMH Maintenance, and Exhibit A details the scope of work. The list includes hauling and transferring refuse from approximately 72 receptacles throughout the harbor to a central compaction site in the north harbor. The scheduling as outlined in the contract meets the District's needs.

IMPACT ON PORT DISTRICT RESOURCES

Regular monthly services will increase from \$1,750 to \$2,250 per month, with on-call service billed at an hourly rate. The increased cost of services was not anticipated in the District's FY19 budget, but adequate funding is available to cover the increase due to early termination of the former hauling contract. Appropriate funding will be allocated in the FY20 budget.

ATTACHMENT: A. Agreement with Independent Contractor – NMH Maintenance

AGREEMENT WITH INDEPENDENT CONTRACTOR

No. _____

Contractor Name and Address

Nick Henning
NMH Maintenance
268 Cliff Court
Aptos, CA 95003

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Santa Cruz Port District
Attention: Marian Olin, Port Director
135 5th Avenue
Santa Cruz, CA 95062
(831) 475-6161

Project Name: Garbage Hauling Services

It is agreed between the Santa Cruz Port District, Santa Cruz, California, and Contractor as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for Port District in accordance with terms, conditions and specifications set forth herein and in Exhibits "A" attached hereto for the Santa Cruz Port District.
2. Contract Term. The term of this agreement shall be from December 5, 2018, to December 31, 2021, unless terminated earlier by the Port District.
3. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," Port District shall make payment to Contractor in the manner specified herein and in Exhibit "B." In the event that the Port District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the Port District at the time of contract termination. The Port District reserves the right to withhold payment if the Port District determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed **\$30,000.00** annually.
4. Relationship of the Parties. Contractor agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the Port District and that Contractor acquires none of the rights, privileges, powers or advantages of Port District employees.
5. Insurance and Indemnity. Contractor, at its own expense, shall provide and keep in force, commercial liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than One Million Dollars (\$1,000,000.00) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than One Million Dollars (\$1,000,000.00) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence in respect to damage to property. Port District shall be named as an additional insured on Contractor's insurance policy Contractor shall provide Port District with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, prior to commencing work. The Contractor shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence combined single limit or not less than One Million Dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and three hundred thousand dollars, (\$300,000) property damage. To the full extent permitted by law Contractor agrees to defend, indemnify and hold Port District, its employees, agents, and officers, harmless from any and all claims, damages, and liability in any way occasioned by or arising out of the contractor's negligent performance of services under this agreement, breach of contract or construction defects arising out of Contractor's work.
6. Non-assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of Port District, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
7. Termination of Agreement. The Port District may, at any time, terminate this Agreement, in whole or in part, for the convenience of Port District, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished

documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the Port District and shall be promptly delivered to the Port District. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. General Prevailing Wage Rates. The Port Commission has ascertained the general prevailing rate of wages applicable to the work to be done. A tabulation of the various classifications of work persons to be employed and the prevailing wages of applicable thereto is on file in the Office of Port Director. The Contractor is responsible for payment of prevailing wages and filing certified payrolls where applicable.

9. Worker's Compensation Insurance. Contractor agrees and understands that the Port District does not provide Worker's Compensation Insurance to, or on behalf of, the Contractor for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

10. Payment of Permits/Licenses. Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

11. Non-Discrimination. No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

12. Retention of Records. Contractor shall maintain all required records for three years after the Port District makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the Port District, a federal agency, and the state of California.

13. Merger Clause. This Agreement, including Exhibits "A" and "B" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Port District. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibits "A" and "B" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

Marian Olin, Port Director

Date

Contractor's Signature

Date

Contractor's Tax I.D. Number or Social Security Number

- Attachments: Exhibit A – Scope of Work
 Exhibit B – Schedule and Payment

EXHIBIT A

Scope of Work

The Contractor is to provide all labor and equipment for transferring garbage from dumpsters and garbage cans to Port District compaction equipment according to the following schedule.

Summer Season (April 1-first Monday in September/Labor Day):

Three days per week on Wednesday, Friday, and Sunday.

Winter Season (Day after Labor Day-March 31):

Two day per week on Monday and Friday.

Collection Hours:

5:00AM-10:00AM and/or 4:00PM-10:00PM.

The Port District reserves the right to change collection days and hours or to make minor changes to numbers and locations of bins and receptacles. Contractor shall be notified of changes in writing at least 14 calendar days before any change.

The Contractor may be called outside of the days and/or hours noted above to respond to high volume usage of garbage collection bins and cans, or to unexpected events such as natural disasters. Additional compensation shall be provided for these calls as specified in Exhibit B.

Vehicles

The Contractor shall provide and maintain in serviceable condition his/her own vehicle to transfer garbage at no additional expense to the District. Contractor shall display magnetic door signage provided by the Port District identifying the vehicle as providing contract garbage transport services. Proof of insurance is required showing minimum coverages noted in the Agreement, Paragraph 5, Insurance and Indemnity. The Santa Cruz Port District shall be listed as an additional insured.

Procedure

The Contractor is responsible for transferring the garbage collected in approximately twenty-seven (27) rolling dump bins and approximately forty-five garbage receptacles at various locations in the north and south harbor. Garbage shall be transferred by towing the dump bins behind the Contractor's vehicle to the Port District garbage compactor located across from the U Dock entrance gate. Each dump bin shall be emptied into the compactor and returned to its original location. It is the Contractor's responsibility to keep the regular locations of the dump bins and the area around the compactor free of accumulated debris and trash. The area adjacent to the compactor shall be broom-clean at the end of each collection day.

Garbage collected from cans shall be transported in the Contractor's vehicle or rolling bins to the compactor. Contractor will place new plastic liners supplied by the Port District in each can immediately after emptying.

Safety

Public safety is of paramount importance during transfer of garbage to the compactor, and it is the Contractor's responsibility to take whatever measures are necessary to minimize risk to the public or harbor employees that may arise out of said work. At a minimum these measures should include, but are not limited to, the following.

1. Tow no more bins than can be safely maneuvered without swerving or tipping.
2. All bins should be securely closed when being towed, whether full or empty.
3. Contractor shall visually inspect all bins before towing to ensure they are intact with no loose wheels or fasteners.
4. Maximum permitted towing speed is 5 miles per hour.
5. Extreme caution must be exercised when turning blind corners or cresting the top of inclines.
6. Contractor must make every effort to pull over or stop to yield to pedestrian or bicycle traffic.

Port District Facilities

The Contractor shall not handle or operate Port District equipment in a manner that may lead to damage to or shorten the life of said equipment. Such equipment includes the trash compactor, rolling bins, and garbage receptacles.

Contractor shall not overload the compactor when dumping bins. Overloaded bins shall be emptied by hand until they are within the lifting capacity of the bin tipper attached to the contractor. Contractor shall notify the Facilities Maintenance and Engineering Manager immediately of any hydraulic oil leaking from the compactor.

Contractor shall notify the Facilities Maintenance and Engineering Manager immediately of any damage to or mechanical malfunctioning of Port District equipment including the compactor, rolling bins, garbage receptacles or enclosures, or any other garbage collection equipment.

Contractor shall notify the Facilities Maintenance and Engineering Manager, or if he is not available the Harbor Patrol, of any hazardous materials in or adjacent to garbage receptacles, enclosures, rolling bins or the compactor.

Contractor shall notify the Facilities Maintenance and Engineering Manager of any non-compactable waste in or adjacent to garbage receptacles, enclosures, or the compactor. Non-compactable waste shall be collected and disposed of by Port District maintenance personnel.

Contractor shall notify the Facilities Maintenance and Engineering Manager of any missing rolling bins, garbage receptacles or enclosures, or any other garbage collection equipment.

EXHIBIT B

Schedule and Payment

1. The Contractor will perform the regular duties described in Exhibit A for the sum of \$2,250.00 per month.
2. On-call garbage transfer shall be performed at the request of the Facilities Maintenance and Engineering Manager. Compensation for such work shall not exceed \$30.00 per hour.
3. Any supplies and materials provided by the Contractor shall be approved in advance by the Facilities Maintenance and Engineering Manager. The Contractor shall be reimbursed for authorized supplies and materials upon request, provided such request is accompanied by an original receipt of invoice documenting the purchase.
4. Contractor shall bill monthly for regular service, on-call services provided, and supplies and materials provided. Each item shall be a separate line item on each invoice.