

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202303020 – 2

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8540 Environmental Health / 854085 Solid Waste
Contract or Grant Administrator:	Jennifer Hayden
Contractor's / Agency Name:	Sanitary Service Company, Inc.

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202303020	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Is this contract the result of a RFP or Bid process?	Contract Cost Center:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s):	140205



Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>
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- If YES, indicate exclusion(s) below:
- | | |
|---|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency. |
| <input checked="" type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Work related subcontract less than \$25,000. |
| <input type="checkbox"/> Interlocal Agreement (between Governments). | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. |

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 28,000	
This Amendment Amount:	
\$ 15,000	
Total Amended Amount:	
\$ 43,000	

Summary of Scope: This amendment extends the contract for an additional year and updates the budget and collection dates for the extended contract period.

Term of Contract:	1 Year	Expiration Date:	12/31/2025
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Contract Routing:	1. Prepared by:	JT	Date:	08/20/2024
	2. Health Budget Approval	JS	Date:	08/26/2024
	3. Attorney signoff:	Christopher Quinn	Date:	9/6/2024
	4. AS Finance reviewed:	bbennett	Date:	09/12/2024
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	12/11/2024
	8. Council approved (if necessary):	AB2024-716	Date:	11/06/2024
	9. Executive signed:		Date:	12/11/2024
	10. Original to Council:		Date:	



Memorandum

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Sanitary Service Company, Inc. (SSC) – Birch Bay Drive Waste Collection Services Contract Amendment #2

DATE: DECEMBER 9, 2024

Attached is a contract amendment between Whatcom County and Sanitary Service Company, Inc. for your review and signature. This amendment extends the contract for an additional year, adds collection of extra, bagged garbage, and updates the budget and collection dates for the extended contract period.

This amendment was authorized by Council on 10/08/2024; however, SSC has since requested nominal price increases and subsequently increases this amendment by \$1,000.

▪ **Background and Purpose**

Thirteen waste cans are stationed along the unincorporated areas of Birch Bay Drive year-round for residents and visitors to dispose of pet waste and trash. During the late Spring to Fall, when thousands of people visit the area for recreational purposes and to attend the multiple events held during the period, eleven additional waste cans are placed along Birch Bay Drive to collect multiple tons of trash. As SSC is the UTC designated hauler for the Birch Bay area, they are the only legally allowed entity to perform this service, and there is no opportunity for a competitive process on this contract.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$15,000 during this contract period, is provided by the Solid Waste Fund. These funds are included in the 2025 budget. Council authorization is required as cumulative funding for this contract exceeds \$40,000.

▪ **Differences from Previous Contracts**

Section	Differences
Original Contract, Section 10.2, Extension	Extends contract for an additional year, through 12/31/2025
Exhibit A – Scope of Work	Adds collection of extra bagged garbage and updates collection dates for the extended contract period
Exhibit B – Compensation	Updates the budget for the extended contract period and invoicing requirements

Please contact Jennifer Hayden, Environmental Health Supervisor at 360-778-6036 (JHayden@co.whatcom.wa.us) if you have any questions.

Whatcom County Contract Number:
202303020 – 2

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health and Community Services
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Sanitary Service Company, Inc.
21 Bellwether Way, Suite 404
Bellingham, WA 98225

CONTRACT PERIODS:

Original: 01/01/2023 – 12/31/2023
Amendment #1: 01/01/2024 – 12/31/2024
Amendment #2: 01/01/2025 – 12/31/2025

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the duration, consideration and other terms of this contract for one year, as per the original contract "General Terms, Section 10.2, Extension".
2. Amend Exhibit A – Scope of Work, to add collection of extra, bagged garbage and updates the dates of collection.
3. Amend Exhibit B – Compensation, to update the budget for the extended contract period and invoicing requirements.
4. Funding for this contract period (01/01/2025 – 12/31/2025) is not to exceed \$15,000.
5. Funding for the total contract period (01/01/2023 – 12/31/2025) is not to exceed \$43,000.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 01/01/2025.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: Signed by:
Sue Sullivan 12/10/2024
051358A396BB46F
Sue Sullivan, Environmental Health Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by:
Erika Lautenbach 12/10/2024
955C651A30374BD
Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: Signed by:
Christopher Quinn 12/11/2024
EC466EF5C88B4FD
Christopher Quinn, Chief Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

Paul A. Razore Paul Razore, President 12-3-24
Contractor Signature Printed Name and Title Date

FOR WHATCOM COUNTY:

DocuSigned by:
Satpal Singh Sidhu 12/11/2024
1192C7C18B664E3
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Sanitary Service Company, Inc.
21 Bellwether Way, Suite 404
Bellingham, WA 98225
ted@ssc-inc.com

EXHIBIT "A" – Amendment #2
(SCOPE OF WORK)

I. Background

Thirteen waste cans are stationed along the unincorporated areas of Birch Bay Drive year-round for residents and visitors to dispose of pet waste and trash. During the late Spring to Fall, when thousands of people visit the area for recreational purposes and to attend the multiple events held during the period, eleven additional waste cans are placed along Birch Bay Drive to collect multiple tons of trash.

II. Statement of Work

A. Year-Round Service –

The Contractor will collect and dispose of the refuse of thirteen (13), sixty (60) gallon waste cans weekly; said cans will be located at specific, designated locations along Birch Bay Drive in Whatcom County, Washington. The contractor will also pick up extra, bagged garbage that may be placed next to full cans at a cost of \$3.58 per bag.

B. April through October –

During the months of April through October, in addition to the year-round service referenced above, the Contractor will collect and dispose of the refuse of eleven (11) additional [twenty-four (24) total], sixty (60) gallon waste cans, twice weekly for a period of twenty-seven (27) weeks; said cans will be located at specific, designated locations along Birch Bay Drive in Whatcom County, Washington. The contractor will also pick up extra, bagged garbage that may be placed next to full cans at a cost of \$3.58 per bag.

The beginning and ending dates of service during the months of April through October for can collection are estimated below. The County estimates that there shall be fifty-nine (59) collection days within that timeframe, twice per week, on Monday and Fridays (with the exception noted in B.2, below).

1. The first collection date shall be Monday, April 21st, 2025.
2. During the week of June 29th, the Contractor shall perform daily pickups, starting Monday, June 30, 2025 and ending Friday, July 4, 2025.
3. The estimated last collection date shall be Monday, October 27th, 2025.

C. The County may authorize additional services or cans by mutual written agreement between the Contractor and the County, at the rates designated in Exhibit B.

EXHIBIT “B” – Amendment #2
(COMPENSATION)

I. Budget and Source of Funding: The source of funding for this contract period (01/01/2025 – 12/31/2025), in an amount not to exceed \$15,000, is the Solid Waste Fund. As consideration of the services described, the County agrees to reimburse the Contractor according to the rates set forth below for the first time period provided, except as may be altered by mutual written agreement of the parties. The budget for this work is estimated as follows:

Waste Collection Rates

- Per-can charge: \$7.41
- 13 cans x 21 collection days (January – March & November – December) = \$2,023 + applicable taxes (State refuse, County excise) and fuel surcharge
- 24 cans x 59 collection days = \$10,493 + applicable taxes (State refuse, County excise) and fuel surcharge.
- Additional bags placed next to full cans: \$3.58 per bag

The County may authorize additional service days or cans by mutual written agreement between the Contractor and the County at the rates designated above.

Payment shall be based on monthly invoices from the Contractor.

Contractor’s Invoicing Contact Information:	
Name	Alicia Julius
Phone	360-734-3490
Email	alicia@ssc-inc.com

Refer to Exhibits B.1 and B.2 for additional invoicing requirements and information.

EXHIBIT “B.1” – Invoicing – General Requirements

1. When applicable, the contractor may transfer funds among budget line items in an amount not to exceed 10% of the total budget. Line item changes that exceed 10% must be pre-approved by the County Contract Administrator, prior to invoicing.
2. When applicable, indirect costs and fringe benefit cost rates may not exceed the amount indicated in Exhibit B or the Contractor’s federally approved indirect cost rate.
3. The Contractor shall submit invoices indicating the County-assigned contract number to:
HL-BusinessOffice@co.whatcom.wa.us and JHayden@co.whatcom.wa.us
4. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County and by the 15th of the month, following the month of service, except for January and July where the same is due by the 10th of the month.
5. When applicable, the Contractor will utilize grant funding sources in the order of their expiration date as indicated by the County, prior to spending local funding sources, when no funding restrictions prevent doing so.
6. The contractor shall submit the required invoice documentation identified in Exhibit B.
 - a. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County’s request.
 - b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
 - c. When applicable, mileage will be reimbursed at the current GSA rate (www.gsa.gov). Reimbursement requests for mileage must include:
 1. Name of staff member
 2. Date of travel
 3. Starting address (including zip code) and ending address (including zip code)
 4. Number of miles traveled
 - d. When applicable, travel and/or training expenses will be reimbursed as follows:
 1. Lodging and meal costs for training are not to exceed the current GSA rate (www.gsa.gov), specific to location.
 2. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts.
 3. Reimbursement requests for allowable travel and/or training must include:
 - a. Name of staff member
 - b. Dates of travel
 - c. Starting point and destination
 - d. Brief description of purpose
 - e. Receipts for registration fees or other documentation of professional training expenses.
 - f. Receipts for meals are not required.
7. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor.
8. The County may withhold payment of an invoice if the Contractor submits it or the required invoice documentation, more than 30 days after the month of services performed and/or the expiration of this contract.
9. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
10. Duplication of billed costs or payments for service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

EXHIBIT "B.2" – Invoice Preparation Checklist For Vendors

The County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

- Send the invoices to the correct address:
HL-BusinessOffice@co.whatcom.wa.us and JHayden@co.whatcom.wa.us
- Submit invoices monthly, or as otherwise indicated in your contract.

Verify that:

- invoices include the following statement with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
- the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;
- invoice items have not been previously billed or paid, given the time period for which services were performed;
- enough money remains on the contract and any amendments to pay the invoice;
- the invoice is organized by task and budget line item as shown in Exhibit B;
- the Overhead or Indirect Rate costs match the most current approved rate sheet;
- the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.
- personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;
- back-up documentation matches what is required as stated in Exhibit B and B.1;
- contract number is referenced on the invoice;
- any pre-authorizations or relevant communication with the County Contract Administrator is included; and
- Check the math.

Whatcom County will not reimburse for:

- Alcohol or tobacco products;
- Traveling Business or First Class; or
- Indirect expenses exceeding 10% except as approved in an indirect or overhead rate agreement.