

Aitkin County Board of Commissioners  
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 9-4-12

Via: Patrick Wussow, County Administrator

From: Patrick Wussow, County Administrator

Title of Item:

Flood Related Expenditures Update

Requested Meeting Date: 9-11-12 Estimated Presentation Time: n/a

Presenter: \_\_\_\_\_

**Type of Action Requested** (check all that apply)

- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute \_\_\_\_\_
- Approve under Consent Agenda
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) \_\_\_\_\_

**Fiscal Impact** (check all that apply)

- Is this item in the current approved budget? Yes \_\_\_\_\_ No \_\_\_\_\_ (attach explanation)
- What type of expenditure is this?  Operating  Capital  Other (attach explanation)
- Revenue line account # that funds this item is: \_\_\_\_\_
- Expenditure line account # for this item is: \_\_\_\_\_

**Staffing Impact** (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected.  Yes  No
- Applicable job description(s) may require revision.  Yes  No
- Item may impact a bargaining unit agreement or county work policy.  Yes  No
- Item may change the department's authorized staffing level.  Yes  No



**Supporting Attachment(s)**

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) Copy of contract

**Provide (1) copy of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. (If your packet contains colored copies, please provide (4) paper copies of supporting documentation as we do not have a color printer or copier.) Items WILL NOT be placed on the Board agenda unless complete documentation is provided for the Board packets.**

# AITKIN COUNTY ADMINISTRATION

**Aitkin County Courthouse**  
217 Second Street N.W. Room 130  
Aitkin, MN 56431  
218-927-7276  
Fax: 218-927-7374

**TO: Aitkin County Board of Commissioners**

**FROM: Patrick Wussow, Aitkin County Administrator**

**RE: Flood Related Expenditures Update**

**DATE: September 4, 2012**

At the July 3, 2012 Board meeting, the County Board passed a resolution giving authorization to the County Administrator to approve flood related expenditures. At each County Board meeting, the County Administrator is to present a list of all such expenditures to the Board.

Attached is a copy of the agreement made between Aitkin County and Beutow Trucking and Excavating.

Please contact me if you have any questions.

AITKIN COUNTY  
SERVICE AGREEMENT  
CURBSIDE COLLECTION AND DISPOSAL OF  
FLOOD DEBRIS

This Agreement is made the 10th day of July, 2012 by and between the COUNTY OF AITKIN, hereinafter referred to as COUNTY and Buetow Trucking and Excavating, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the Aitkin County Board of Commissioners requires the services of a contractor for the removal, transportation from the curbside and disposal of flood debris, including but not limited to large appliances, household hazardous waste, demolition and solid waste, and food waste generated during the flood of June 2012.

WHEREAS, CONTRACTOR has agreed all such services can be provided;

THEREFORE, COUNTY AND CONTRACTOR agree as follows:

**SECTION I. CONTRACTOR SERVICES**

This Agreement is to provide for the removal, transportation from the curbside and disposal of flood debris, including but not limited to large appliances, electronics, household hazardous waste, demolition and solid waste, and food waste generated during the flood of June 2012.

**SECTION II. PERIOD OF SERVICE**

The period of service shall be from July 10, 2012, to August 10, 2012, unless terminated earlier.

**SECTION III. SCOPE OF WORK**

A. Locations of the Work:

Work is to remove, transport from the curbside and dispose of flood debris, including but not limited to large appliances, electronics, household hazardous waste, demolition and solid waste, and food waste generated during the flood of June 2012 in Aitkin County.

B. General Requirements of the Work:

1. It is specifically understood all Work performed by Contractor shall require approval by the Aitkin County Environmental Services Director of 209 Second St. NW, Room 100, Aitkin, Minnesota 56431, prior to implementation.
2. Collection vehicles must be in good working condition and must be plainly marked with Contractor's name.
3. Contractor shall perform the Work as directed by County and as described below.
4. Work must be performed in accordance with all federal, state, county, and local rules and regulations and all amendments thereto.
5. County shall contact Contractor to schedule the Work. The removal, transportation from the curbside and disposal of flood debris, generated during the flood of June 2012 shall be conducted as directed or assigned by the Aitkin County Environmental Services Director of 209 Second St. NW, Room 100, Aitkin, Minnesota 56431, prior to implementation.

C. Technical Requirements of the Work:

1. Minimum Contractor processing requirements include the following:
  - a. Remove, transport from the curbside and dispose of flood debris, including but not limited to large appliances, household hazardous waste, demolition and solid waste, and food waste generated during the flood of June 2012.
  - b. Curbside flood debris will be sorted by residents into four categories as follows: large appliances, household hazardous waste, demolition and solid waste, and food waste.
  - c. Curbside flood debris shall remain sorted during transportation and disposal.
  - d. Curbside flood debris disposal sites shall be directed or assigned by the Aitkin County Environmental Services Director of 209 Second St. NW, Room 100, Aitkin, Minnesota 56431, prior to delivery.

- e. Remove all debris littering on the curb after loading.
- f. Transport all materials to identified end markets or disposal sites.

2. Minimum Contractor Requirements:

- a. Obtain any and all licenses or permits required by federal, state, or local laws and provide County with copies of all applicable permits and licenses.

3. Further Responsibilities of Contractor:

- a. Contractor agrees to furnish qualified personnel to perform the services required.
- b. Contractor recognizes the requirement to perform services on behalf of County in a professional and ethical manner.
- c. Contractor recognizes its responsibility to meet the objectives of the project in a cost-effective manner.

**SECTION IV. COMPENSATION**

A. Contractor shall provide the following equipment and personnel at the following unit rates.

	Rate
Excavators	\$135.00
Skidsteer	\$90.00
Dump Trucks	\$85.00
Utility Truck with Dump Trailer	\$40.00
Utility Trucks	\$75.00
Site Supervisors	\$65.00
Laborers	\$42.00

\*Dumpster Rate – pick-up and delivery of dumpsters is \$350.00. This does not include the tipping rate of \$7.50/cubic yard.

B. Contractor shall invoice County weekly and provide a detailed statement of services performed. All invoices shall be submitted to the Aitkin County Environmental Services Department on appropriate forms. Invoices for dumpster rate will be submitted by J & H Transfer and Garrison Disposal to Aitkin County Environmental Services Department.

- C. No claim for services provided by Contractor, but not specifically provided for in the Agreement, will be honored by County, without the prior written consent of County.
- D. The County shall pay the Contractor weekly, after services have been monitored by the Aitkin County Environmental Services Director of 209 Second St. NW, Room 100, Aitkin, Minnesota 56431.

**SECTION V. SUSPENSIONS OF WORK**

County may order Contractor to suspend all or part of the work for such period of time as may be determined by County to be necessary or desirable in the best interest of County.

**INDEMNIFICATION CLAUSE**

Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Aitkin County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any negligent act or omission of Contractor, their subcontractors, and their agents, servants, or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

**SECTION VI. GENERAL CONDITIONS**

A. Independent Contractor:

The relationship of Contractor to County is that of an independent contractor. Nothing in this agreement shall be construed as creating the relationship of copartners, joint venturers, or an association with County and Contractor, nor shall Contractor, its employees, agents, representatives and subcontractors be considered employees, agents, or representatives of County for any purpose whatsoever.

B. Subcontractors:

Contractor shall not enter into subcontracts for any of the services to be performed hereunder without the prior written consent of County.

C. Safety and OSHA Requirements:

Contractor and subcontractors agree to hold County harmless against any citation, penalty, claim, or alleged violation arising under the Minnesota Occupational Safety and Health Act of 1973. Contractor assumes full responsibility to provide its employees and inspector(s) of County with a safe and healthful work place within the boundaries of the project area(s) through the use of proper protective procedures.

D. Waiver:

Any waiver by either party of any provision of the Agreement shall not imply a subsequent waiver of that or any other provision.

E. Non-Disclosure:

Contractor shall not divulge to third parties, without the written consent of County, any information obtained from or through County in connection with the performance of this agreement. Contractor will not, without prior written consent of County, disclose to any third party any information developed or obtained by Contractor in the performance of the Agreement.

F. Compliances:

Contractor will comply with all applicable state and federal requirements for nondiscrimination and equal opportunity employment.

G. Accounting Procedures:

The books, records, documents, and accounting procedures and practices of Contractor relevant to the Agreement are subject to examination by County and either the legislative auditor or the state auditor as appropriate pursuant to Minnesota Statutes §16B.06, subd. 4 (1990).

H. Notices:

All notices, demands, and communications arising under the Agreement shall be directed to County through Aitkin County Environmental Services Director of 209 Second St. NW, Room 100, Aitkin, Minnesota 56431, 218-927-7342.

**SECTION VII. ENTIRE AGREEMENT**

The Agreement constitutes the entire Agreement between Contractor and County and supersedes all prior written or oral agreements for this project. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order, or agreement purporting to modify, vary, supplement, or explain any provision of the Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend the Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement the date and year first above written.

**CONTRACTOR:**  
Buetow Trucking and Excavating

**AITKIN COUNTY**

BY: \_\_\_\_\_  
Mike Buetow

BY: \_\_\_\_\_  
Patrick Wussow  
County Administrator

BY: \_\_\_\_\_  
Kirk Peysar  
County Auditor