

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director

Agenda Date: June 21, 2010

Subject: Professional Services Agreement, Nik Worden

Statement of Issue: Execute a Professional Services Agreement with Nik Worden - Architect for project management, project administration, community outreach, project scoping and design, permit coordination, bid and award services, construction management, and grant development and writing.

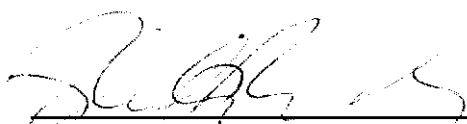
Analysis/Strategic Goals/Pro's & Con's: The Consultant will supplement Public Works staff on an as-needed basis. The Agreement provides flexibility to respond to emerging or fluctuating needs. The Consultant was selected from the Professional Services Roster based on a review of qualifications of available firms.


Fiscal Impact/Cost Benefit Analysis: The Agreement will be in effect until December 31, 2012. Maximum amount payable is \$30,000; however, the County is under no obligation to provide a minimum level of work.

Recommendation: Execute the three (3) contract originals and return two (2) to Public Works.

Department Contact: Monte Reinders, P.E., County Engineer

Reviewed By:


Philip Morley, County Administrator


Date

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County", and Nik Worden, Architect, hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. Larry Scott Trail, Olympic Discovery Trail, and various other County projects as needed.
2. Scope of Services. The Consultant is retained by the County to provide services including, but not necessarily limited to the following:

Project management, project administration, community outreach, project scoping and design, permit coordination, bid and award services, construction management, grant development and writing.

Each item of work under this AGREEMENT will be provided by Task Order. Each assignment will be individually negotiated with the Consultant. The amount established for each Task Order will be the maximum amount payable for that assignment, including the provision of all labor, materials, equipment and supplies, unless modified in writing by the County. The County is not obligated to assign any specific number of tasks to the Consultant, and the County's and Consultant's obligation hereunder are limited to tasks assigned in writing. A Task Order shall become effective when signed by the Consultant and the County Engineer.

3. Time for Performance. Work under this contract shall commence upon the giving of written notice by the County to the Consultant to proceed for each Task. Consultant shall perform all services and provide all work product required pursuant to this Agreement within the time established for each Task, unless an extension of such time is granted in writing by the County. This contract will expire on December 31, 2012.
4. Payment. The Consultant shall be paid by the County for completed work and for services rendered under this agreement as follows:
 - a. Consultant fee shall be \$35.00 per hour. The rate shall be applicable for the first 12-month period of the contract and shall be subject to negotiation for the following 12-month period upon request of the Consultant.
 - b. The maximum amount payable for each Task will be identified. The County is under no obligation to provide a minimum amount of work or payment under this Agreement. The maximum cumulative amount payable under this Agreement shall not exceed \$30,000.
 - c. The Consultant may submit vouchers to the County once per month during the progress of the work for partial payment for project completed to date for any given Task. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved.

- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- f. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Indemnification. Consultant shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees, or damage to property occasioned by a negligent act, omission or failure of the Consultant.
8. Insurance. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the COUNTY named as an additional interest in connection with the CONSULTANT'S performance of the contract.
- Said liability policy shall name the County of Jefferson as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this agreement.
9. Independent Contractor. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
12. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the County.
13. Non-Waiver. Waiver by the County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
14. Termination. The County reserves the right to terminate this agreement at any time by giving ten (10) days written notice to the Consultant.
15. Notices. Notices to the County of Jefferson shall be sent to the following address:

Jefferson County Public Works
623 Sheridan Ave.
Port Townsend, WA 98368
Phone: (360) 385-9160

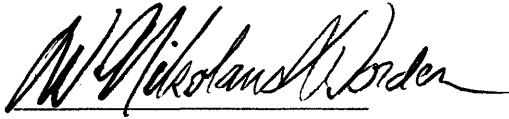
Notices to Consultant shall be sent to the following address:

Nik Worden, Architect
440 Scott Street
Port Townsend, WA 98368
Phone: (360) 379-2671
nworden@olympus.net
UBI 602 286 201

16. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both County and Consultant.

DATED this _____ day of _____, 201_____.

Consultant



County of Jefferson
Board of Commissioners

David W. Sullivan, Chair


Phil Johnson, Member

John Austin, Member

Approved as to Form Only:



Deputy Prosecuting Attorney



Frank Gifford
Public Works Director

Safeco Insurance Personal Policy Entry - Coverage Confirmation

Pol# H2054027 Date 06-10-10

AUTO COVERAGE CONFIRMATION

This is not a contract of insurance but attests that a policy, as identified below, has been issued and is in force.

FIRST NATIONAL INS. CO. OF AMERICA

Period covered 06-10-10 to 11-07-10

Agent HOMER SMITH INSURANCE INC
Agent phone 360 385 3711

Insured WILLIAM NIKOLAUS WORDEN
ELIZABETH A WORDEN
440 SCOTT ST
PORT TOWNSEND WA 98368-6923
Phone 360 379 2671

Veh# 1 2005 DODG VIN WD0PD644455807898

Liability

COMBINED S/L \$500,000
BI & PD
PERSONAL INJURY BASIC
ADDITIONAL PIP E

Physical damage

COMPREHENSIVE \$1,000G
COLLISION \$1,000
UNSRD MTRST/PD \$25,000
RDASST Y
UNSRD MTRST/BI \$250,000/\$500,000

Vehicle premium \$ 266.00
Policy premium \$ 476.60

Loss Payee JEFFERSON COUNTY PUBLIC WORKS
623 SHERIDAN AVE
PORT TOWNSEND WA 98368

Authorized representative Anne Morrison

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director FL

Agenda Date: June 21, 2010

Subject: Request for Proposals for Recycling Services

Statement of Issue:

Recycling Services for the County are currently provided for through an interim contract. The Department of Public Works (Public Works) desires to issue a Request for Proposals (RFP) for operations of its recycling programs. This includes the operations and management of the County's material collection sites as well as the operation of the Moderate Risk Waste Facility.

Analysis/Strategic Goals/Pro's & Con's:

A turnaround in commodities pricing for recyclables will likely yield contract conditions more favorable to the County through a Request for Proposals rather than a long-term contract extension under current terms and conditions.

Fiscal Impact/Cost Benefit Analysis:

Costs associated with an RFP process are budgeted for in the approved 2010 budget.

Recommendation:

Authorize Public Works to issue a Request for Proposals for Recycling and Moderate Risk Waste Facility Operations Services.

Department Contact: Al Cairns, Solid Waste Coordinator
acairns@co.jefferson.wa.us, X243

Reviewed By:

Philip Morley, County Administrator

Date