

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of Commissioners

FROM: Jefferson County Marine Resources Committee

DATE: June 7th, 2010

SUBJECT: Contract Approval for James G. Norris, d.b.a. Marine Resource Consultants

STATEMENT OF ISSUE:

The Marine Resources Committee (MRC) is requesting approval on the consent agenda of a contract for \$32,700.00 with James G. Norris, d.b.a. Marine Resource Consultants to conduct Underwater Videographic/Single Beam Acoustic Reconnaissance, Side-Scan Sonar Surveys and Mapping Services for eelgrass in Discovery Bay, Matts Matts Bay, and Port Ludlow, Eastern Jefferson County, WA. The term of the contract runs from date of signature until December 30, 2010.

ANALYSIS:

The work being done by this contract is consistent with the MRC's strategic plan and fulfills the requirements of task 4 in the grant agreement G1000023 with the Washington Department of Ecology. The funds for this contract are specifically identified in the MRC's two-year (2009-2011) grant agreement. The MRC is requesting sole source procurement because of the firm's unique qualifications (see attached request). In addition, the MRC will be able to take advantage of the opportunity to minimize costs with shared mobilization and demobilization if the project can commence in June of this year.

FISCAL IMPACT:

The project is 100% grant funded. There is no match requirement. The grant is administered by WSU Jefferson County Extension at no cost to the County.

RECOMMENDATION:

We request three originals of this contract be approved and signed by the Jefferson County BOCC.

REVIEWED BY:



County Administrator



Date



Officers/Executive Committee:

Chair Michael Adams
Vice Chair Darcy McNamara
NWS Rep. Shannon Davis
NWS Co-Alternates: Tony Petrillo
Gabrielle LaRoche
Staff: Pat Pearson
Gabrielle LaRoche

MRC Members:

Shannon Davis, District 1
Dave Robison, District 1
_____, District 2
Tony Petrillo, District 2
Andrew Palmer, District 2 alt.
Michael Adams, District 3
Mike Porter, District 3
Al Bergstein, Environment
Jerry Gorsline, Environment alt.
Larry Crockett, Port of
Port Townsend
John Cambalik, PS Partnership
Joth Davis, Commercial Interest
Anne Murphy, Marine Science
Practitioner
Judy D'Amore, Marine Science
Practitioner alt.
Phil Johnson, BOCC
Stephen Lewis, Recreation
Darcy McNamara, WSU
Beachwatchers
Pat Pearson, WSU JC Extension
Judy Surber, City of Port
Townsend
_____, Tribal
_____, U.S. Navy, Indian Is.



To: Philip Morley / Board of County Commissioners

From: Jefferson County Marine Resource Committee

By:

Gabrielle LaRoche, Project Manager
Jefferson County Marine Resource Committee

Date: June 7, 2010

Re: Contract Approval for James G. Norris, d.b.a. Marine Resource Consultants

The Marine Resources Committee (MRC) is requesting approval of a contract for \$32,700.00 with James G. Norris, d.b.a. Marine Resource Consultants (PO Box 816, Port Townsend, WA 98368) to prepare Underwater Videographic/Single Beam Acoustic Reconnaissance, Side-Scan Sonar Surveys and Mapping Services for eelgrass surveys at Discovery Bay, Matts Matts Bay, and Port Ludlow, Eastern Jefferson County, WA. The term of the contract runs from date of signature until December 30, 2010. The funds for this contract are part of the MRC's two-year grant agreement. The contract, scope of services, agenda request form and sole source request are attached.

MRC Background

As you know, the MRC serves in an advisory capacity to the Jefferson County Board of County Commissioners and operates under the umbrella of the Northwest Straits Marine Conservation Initiative. The MRC is 100% grant funded by NOAA Coastal Zone Management Section 310 passed through the Northwest Straits Commission and Washington Department of Ecology to Jefferson County. There is no match requirement for this funding source. The grant is administered by WSU Jefferson County Extension at no cost to the County. The work being done by this contract is consistent with the MRC's strategic plan and fulfills the requirements of task 4 in the grant agreement G1000023 with the Washington Department of Ecology.

Sole Source Justification

The Marine Resources Committee is requesting sole source procurement to contract with James G. Norris, d.b.a. Marine Resource Consultants to prepare Underwater Videographic/Single Beam Acoustic Reconnaissance, Side-Scan Sonar Surveys and Mapping Services. The request for sole source procurement is attached.

Expedited Review

The MRC recently learned of the opportunity to share mobilization and demobilization costs thus allowing for more survey work to be accomplished within budget. In order for this to occur, work must commence in June. For this reason the MRC is requesting an expedited review of the contract to the extent possible.

Should you have any questions, please do not hesitate to contact Gabrielle LaRoche at jeffersonmrc@gmail.com or (360) 531-2458.

cc: Phil Johnson, Jefferson County Commissioner, MRC ex officio

Received by

6/3/10

**REQUEST FOR SOLE SOURCE PROCUREMENT
FOR
COASTAL PROCESSES ASSESSMENT AND SOFT SHORE PROTECTION
AND DESIGN SERVICES**

The Marine Resources Committee is requesting sole source procurement to contract with James G. Norris, d.b.a. Marine Resource Consultants (PO Box 816, Port Townsend, WA 98368) to conduct Underwater Videographic/Single Beam Acoustic Reconnaissance, Side-Scan Sonar Surveys and Mapping Services for eelgrass surveys at Discovery Bay, Matts Matts Bay, and Port Ludlow, Eastern Jefferson County, WA.

Marine Resource Consultants professional qualifications and experience specializing in are Underwater Videographic/Single Beam Acoustic Reconnaissance, Side-Scan Sonar Surveys and Mapping Services unique in nature. The team is also uniquely familiar with the nearshore marine conditions in eastern Jefferson County and has prepared similar surveys of eelgrass beds for the Marine Resources Committee in 2004 and 2007. Marine Resource Consultants is the sole provider for similar work for Washington Department of Natural Resources. As such, the team is uniquely familiar with the state protocols for celgrass surveys which are required for the MRC to fulfill its grant agreement. In addition, Marine Resource Consultants is concurrently conducting similar work for the Washington Department of Natural Resources and there will be significant savings to the MRC because mobilization, travel to the survey locations and demobilization can be shared. For the aforementioned reasons James G. Norris, d.b.a. Marine Resource Consultants is the only practical source available to the Marine Resources Committee.

**PROFESSIONAL SERVICES AGREEMENT FOR
UNDERWATER VIDEOGRAPHIC/SINGLE BEAM ACOUSTIC RECONNAISSANCE,
SIDE-SCAN SONAR SURVEYS AND MAPPING SERVICES**

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as *the County*, and James G. Norris, d.b.a. Marine Resource Consultants, (PO Box 816, Port Townsend, WA 98368), hereinafter referred to as *Consultant*, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. Underwater Videographic/Single Beam Acoustic Reconnaissance, Side-Scan Sonar Surveys and Mapping Services for Discovery Bay, Matts Matts Bay, and Port Ludlow, Eastern Jefferson County, WA.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time for Performance. Consultant shall perform all services identified in Exhibit "A": beginning June 10, 2010 and shall deliver all work products required pursuant to this agreement. The effective date of this agreement shall be June 10, 2010. Consultant shall perform all services and provide all work product required pursuant to this agreement by December 30, 2010.
4. Payment. The Consultant shall be paid by the County for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to Consultant shall not exceed **\$ 32,700.00**. without express written modification of the agreement signed by the County.
 - b. The consultant may submit vouchers to the County no more frequently than once per month during the progress of the work for partial payment for project completed to date, up to 80% of total project costs. The County will check such vouchers, and upon approval thereof, payment will be made to the Consultant in the amount approved.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this agreement and its acceptance by the County.
 - 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.

- e. 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. The Contractor shall indemnify and hold the County, and its officers, employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the Contractor's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Contractor to indemnify the County against and hold harmless the County from claims, demands or suits based solely upon the conduct of the County, its officers, employees and agents, and; provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the Contractor's agents or employees; and, (b) the County, its officers, employees and agents, this indemnity provision with respect to claims or suits based upon such negligence, and/or the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the Contractor's negligence, or the negligence of the Contractor's agents or employees.

Claims against the County shall include, but not be limited to assertions that the use and transfer of any software, book, document, report, film, tape, or sound reproduction of material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition.

- 8. Insurance. The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.
 - a) Workers' Compensation and Employer's Liability. The Consultant shall procure and maintain during the life of the contract, Workers' Compensation Insurance,

including employers' liability coverage in accordance with the laws of the State of Washington.

- b) 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 per occurrence in connection with the Consultant's performance of the contract.
 - i. Owned Automobiles
 - ii. Hired Automobiles
 - iii. Non-owned Automobiles

Such insurance coverage shall be evidenced by a Certificate of Insurance.

- c) Professional Liability (Errors and Omissions) insurance with minimum per occurrence limits in the amount of \$1 million.

Such insurance coverage shall be evidenced by a Certificate of Insurance.

- 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.
- a. The County reserves the right to terminate for failure to meet the terms and conditions of this agreement this agreement at any time by giving thirty (30) days written notice to the Consultant.
 - b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the County. This section shall not be a bar to the renegotiation of this agreement between surviving members of the Consultant and the County, if the County so chooses.
15. Notices.
- Notices to the County shall be sent to the following address:
Philip Morely, County Administrator
P.O. Box 1220
Port Townsend, WA 98368
- Pat Pearson, MRC Grant Administrator
WSU Jefferson County Extension
201 West Patison, Port Hadlock, WA 98339
- Gabrielle LaRoche, MRC Project Manager
555 Blue Sky Drive
Port Townsend WA 98368
- Notices to Consultant shall be sent to the following address:
James G. Norris, Marine Resource Consultants
PO Box 816, Port Townsend , WA 98368
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 _____, 2010.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

CONSULTANT

David Sullivan, Chair

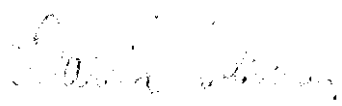


(James G. Norris)

ATTEST:

APPROVED AS TO FORM ONLY:

Deputy Clerk of the Board

 6-10-23/0

Deputy Prosecuting Attorney

EXHIBIT "A"

SCOPE OF WORK

Eelgrass Surveys in Discovery Bay, Matts Matts Bay, and Port Ludlow

Introduction

Eelgrass (*Zostera marina*) is a critical habitat for many marine species. The Washington State Department of Fish and Wildlife pursues a "no net loss" policy for eelgrass habitat through its Hydraulic Project Approval (HPA) process. Any nearshore marine project that might impact eelgrass beds (e.g., bulkhead, sewer outfall, dock) must first receive an HPA permit. Knowing the location of eelgrass beds helps cities and counties plan shoreline development.

The Washington State Department of Natural Resources (DNR) Submerged Vegetation Monitoring Project (SVMP) uses a rotational random sampling survey design to estimate the total amount of eelgrass in Puget Sound each year. The basic idea of the SVMP is to divide the Puget Sound shoreline into equal size units (1000 m long sections called "fringe" sites), randomly select about 100 of these sites each year (there are 2,188 total sites), measure the amount of eelgrass at each site (using underwater videography and line-intercept statistical methods), and expand the average of the 100 measured sites to a sound-wide estimate. Thus, the SVMP provides eelgrass maps only for the randomly selected sites.

Project Goals

The primary goal of this project is to prepare a geographic Information System (GIS) layer for Jefferson County showing eelgrass bed locations in Discovery Bay, Matts Matts Bay, and Port Ludlow. A secondary goal is to collect the data necessary to monitor changes in eelgrass parameters at three critical locations—the headwaters of Discovery Bay (mouths of Snow Creek and Salmon Creek), Matts Matts Bay, and Port Ludlow (including the inner harbor).

Study Areas

Discovery Bay

There are 31 fringe sites along the Jefferson County shoreline in Discovery Bay (Fig. 1). Four of these sites have been surveyed previously by the DNR SVMP: sjs2628 (2009; and planned through 2013); sjs2632 (2009; and planned through 2013); sjs2645 (2004 – 2008); and sjs2646 (2000 – 2004). Site sjs2634 contains the mouths of Snow and Salmon Creeks. Since sites sjs2628 and sjs2632 will be surveyed by DNR in 2010, those sites will be removed from our study area. Thus, the total shoreline to be surveyed in Discovery Bay is approximately 29 km.

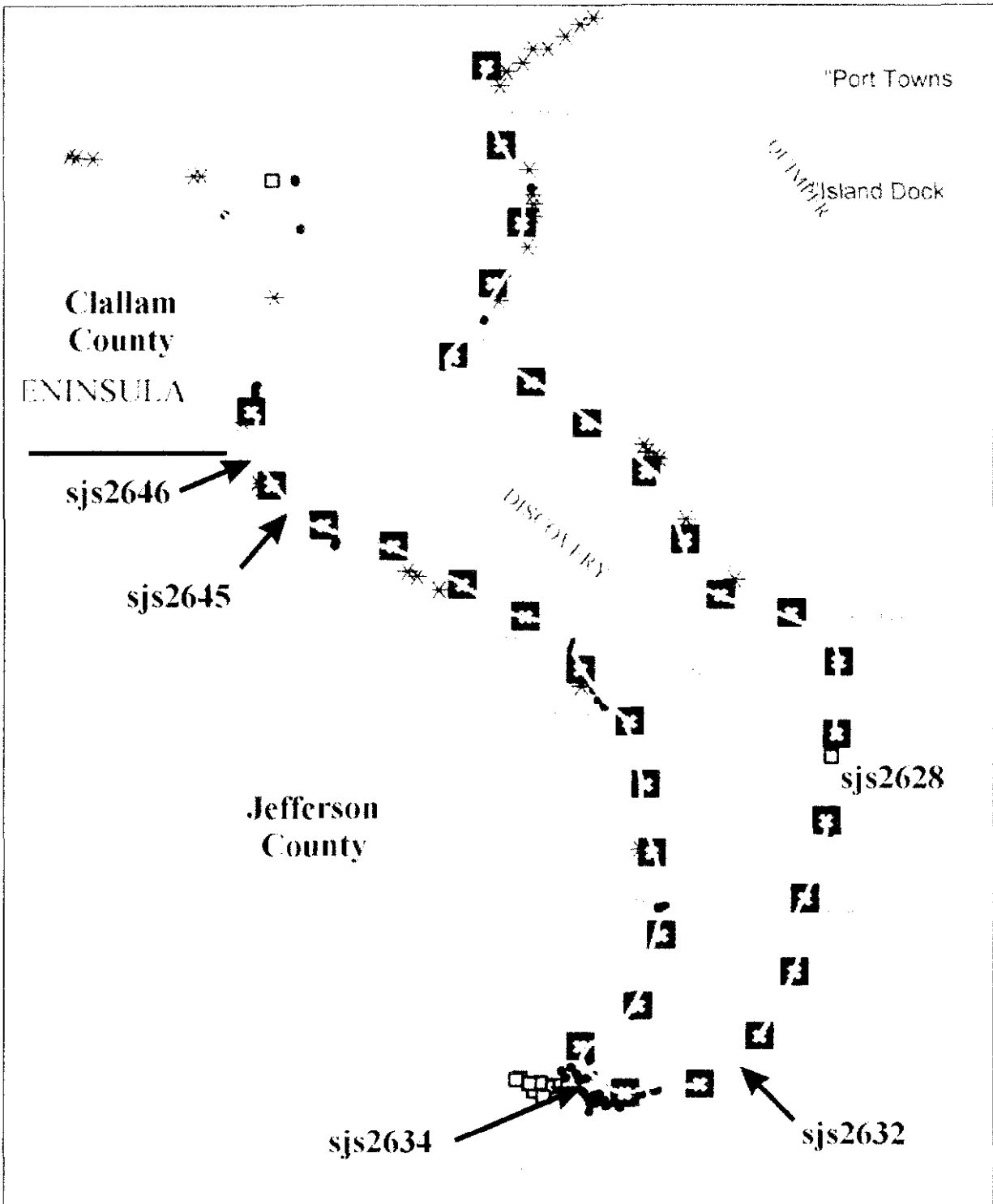


Figure 1. Discovery Bay map. The black boxes with white x's show DNV SVMP fringe site boundaries and the red line shows the shoreline to be surveyed.

Matts Matts Bay

Matts Matts Bay lies within a single fringe site that does not properly delineate the shoreline (Fig. 2). The bay and entrance channel have approximately 4.2 km of shoreline to survey.

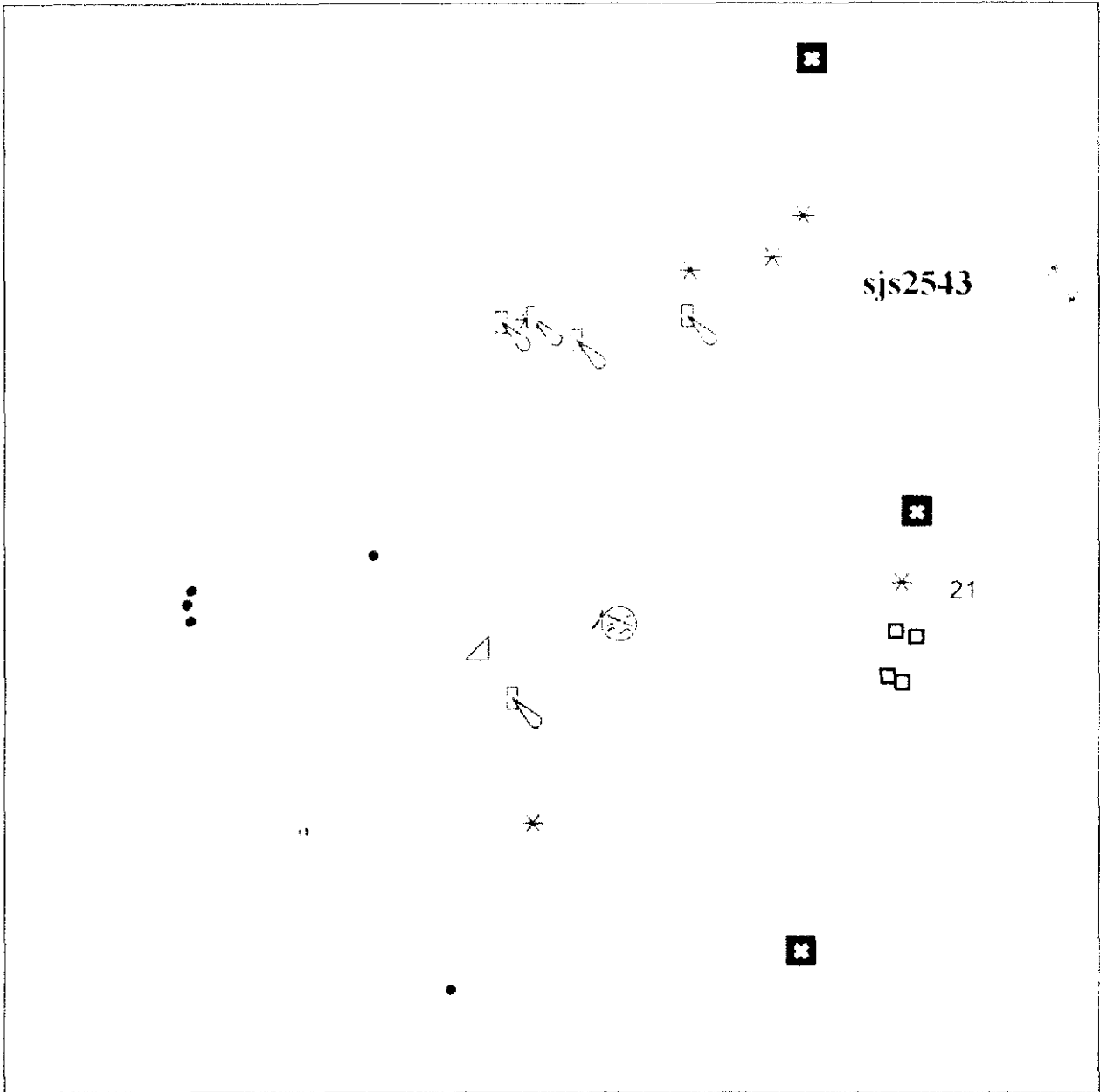


Figure 2. Matts Matts Bay map. The black boxes with white x's show DNV SVMP fringe site boundaries and the red line shows the shoreline to be surveyed.

Port Ludlow

There are three fringe sites in Port Ludlow (Fig. 3). Much of site sjs2537 in Port Ludlow is taken up by the marina and site sjs2536 includes the inner harbor. The total length of shoreline to survey is approximately 5.0 km.

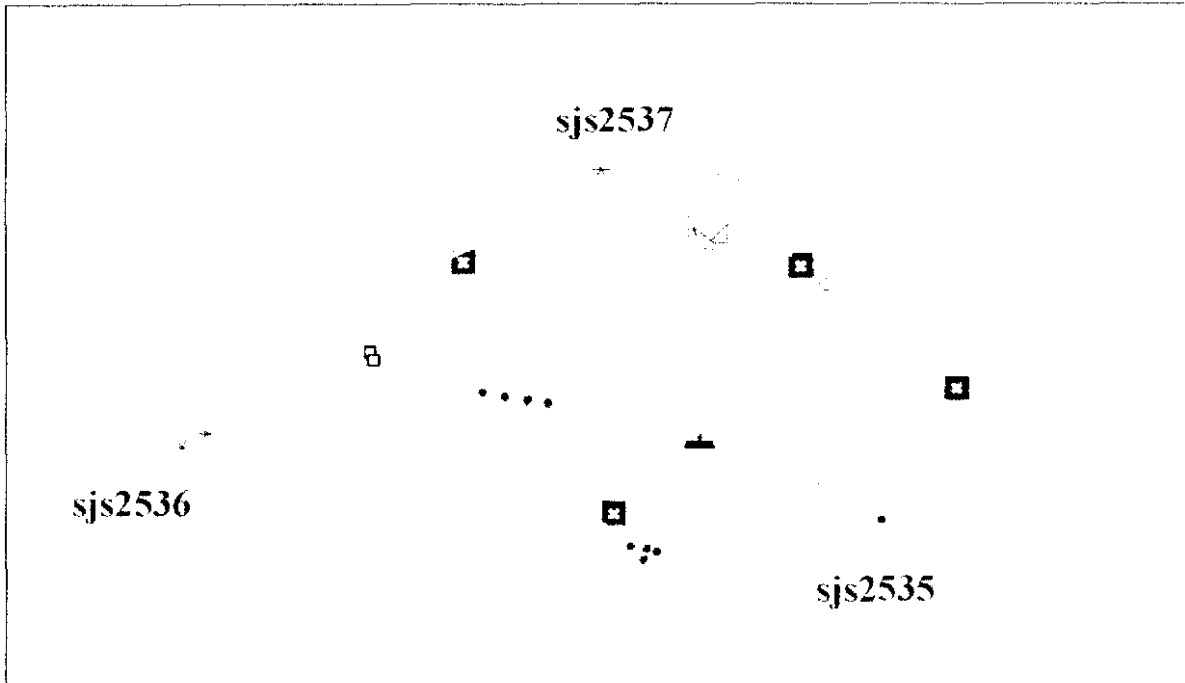


Figure 3. Ludlow Bay map. The black boxes with white x's show DNV SVMP fringe site boundaries and the red line shows the shoreline to be surveyed.

Sample Design and Survey Methods

Discovery Bay

We will use the DNR SVMP methods to survey site sjs2634. Several salmon habitat restoration projects have been completed in the uplands of this site (i.e., around the mouths of Snow and Salmon Creeks). Using the DNR SVMP methods at this site will collect the data necessary to estimate eelgrass parameters for long-term change analyses.

The remainder of the study area is too large to use the DNR SVMP methods at every fringe site. Instead we will use zig-zag underwater video transects along the shoreline to determine eelgrass presence/absence and to identify the deepwater edge of any eelgrass beds. We will then use side-scan sonar to fully delineate the outer, deeper boundary of any eelgrass beds. We have jointly used this methodology (including side-scan sonar) for the City of Bellingham shoreline (2008), Vashon Island and Maury Island (DNR 2008), Snohomish County, Island County, and Jefferson County (Port Hadlock, Mystery Bay, City of Port Townsend waterfront).

We will not post-process any of the video footage under this contract. All preliminary maps from the underwater videographic surveys will be based on real-time interpretation of the video images. We will prepare electronic databases for the five fringe sites in the critical areas:

Discovery Bay headwaters (sjs2634), Matts Matts Bay (sjs2543), and Port Ludlow (sjs2535, sjs2536, and sjs2537).

Matts Matts Bay and Port Ludlow

In both of these study areas we will use the DNR SVMP methods to collect data necessary to estimate eelgrass parameters and then follow with side-scan sonar surveys to fully delineate the outer, deeper boundary of any eelgrass beds.

Again, we will not post-process any of the video footage under this contract. All preliminary maps from the underwater videographic surveys will be based on real-time interpretation of the video images.

Work Plan

Table 1 lists the number of DNR SVMP fringe sites in each area and the estimated number of field survey days required for the underwater videographic (UV) and side-scan sonar (SSS) surveys.

Table 1. Site information and field sampling effort estimates.

	Discovery Bay	Ludlow Bay	Matts Matts Bay	Total
Number of DNR SVMP fringe sites	29	3	1	33
Estimated UV field survey days	4	1.5	0.5	6
Estimated SSS field survey days	1	0.6	0.4	2

Marine Resources Consultants will be the prime contractor, will provide all underwater videographic survey equipment, and will have final responsibility for all deliverable products (Table 2). Blue Water Engineering Services, Inc. (BWES) will be a subcontractor to Marine Resources Consultants and will be responsible for the side-scan sonar survey data collection and data analysis (Table 3). EXA Data and Mapping Services will be a subcontractor to BWES and will be responsible for preparing the final GIS layer for the county GIS system (Table 4). Sound Vessels, Inc. will be a subcontractor to Marine Resources Consultants and will provide the research vessel and licensed captain for all field work. All of these companies are located in Jefferson County (Table 5).

Table 2. Task list for Marine Resources Consultants.

Task	Description	Details
1.	<u>Underwater videographic surveys.</u>	
a.	Field surveys.	<ul style="list-style-type: none"> • Provide underwater videographic survey equipment; • Prepare detailed sampling plan for each site; • Prepare preliminary maps of eelgrass bed locations.
b.	Prepare electronic databases.	<ul style="list-style-type: none"> • Prepare data files for five critical sites.
2.	<u>Side-scan sonar surveys.</u>	
a.	Field surveys.	<ul style="list-style-type: none"> • Provide preliminary maps to Blue Water Engineering Services, Inc.
b.	Data analysis.	<ul style="list-style-type: none"> • Review side-scan sonar results.
3.	<u>Prepare GIS maps.</u>	<ul style="list-style-type: none"> • Review final GIS layer.

Table 3. Task list for Blue Water Engineering Services, Inc.

Task	Description	Details
1.	<u>Underwater videographic surveys.</u>	No responsibility.
2.	<u>Side-scan sonar surveys.</u>	
a.	Field surveys.	<ul style="list-style-type: none"> • Provide side-scan sonar survey equipment; • Prepare sampling plan for each site; • Collect field data.
b.	Data analysis.	<ul style="list-style-type: none"> • Analyze side-scan sonar data; • Prepare data for final GIS layer.
3.	<u>Prepare GIS maps.</u>	<ul style="list-style-type: none"> • Review final GIS Layer.

Table 4. Task list for EXA Data and Mapping Services.

Task	Description	Details
1.	<u>Underwater videographic surveys.</u>	No responsibility.
2.	<u>Side-scan sonar surveys.</u>	No responsibility.
3.	<u>Prepare GIS maps.</u>	<ul style="list-style-type: none"> • Meet with county staff to confirm GIS layer format; • Prepare final GIS Layer.

Table 5. Task list for Sound Vessels, Inc.

Task	Description	Details
1.	<u>Underwater videographic surveys.</u>	
a.	Field surveys.	• Provide research vessel and licensed skipper.
2.	<u>Side-scan sonar surveys.</u>	
a.	Field surveys.	• Provide research vessel and licensed skipper.
3.	<u>Prepare GIS maps.</u>	• No responsibility.

Work Schedule

All field work will be completed between June 1, 2010 and September 30, 2010. We will coordinate this work with our work for the DNR SVMP to avoid MOB/DEMOB charges for the underwater videographic surveys. All deliverable products will be due by January 20, 2011.

Deliverable Products

1. Copies of all video tapes for each underwater videography field sampling day;
2. Electronic UV data files for five critical sites;
3. GIS layer showing eelgrass locations in Discovery Bay, Matts Matts Bay, and Port Ludlow in format compatible with the Jefferson County GIS system.

Budget

The total cost for this project is \$32,700. Table 6 provides the itemized details.

Table 6. Itemized budget (MRC = Marine Resources Consultants; BWES = Blue Water Engineering Services, Inc.; EXA = EXA Data and Mapping Services; SVI = Sound Vessels, Inc.).

Task	MRC	BWES EXA	SVI	Cost
1. UV Surveys				
1a. Research Vessel and licensed skipper (6 days @ \$1,200/day)			\$7,200	
1b. Equipment and technician (6 days @ \$1,050/day)	\$6,300			
1c. Prepare critical site data files (5 @ \$200 per site)	\$1,000			
Subtotals	\$7,300		\$7,200	\$14,500
2. Side-scan sonar surveys				
2a. Research Vessel and licensed skipper (2 days @ \$1,200/day)			\$2,400	
2b. Equipment and technician (2 days @ \$3,500 per day)		\$7,000		
2c. MOB/DEMOB SSS equipment.		\$1,000		
2d. Analyze data		\$2,800		
Subtotals		\$10,800	\$2,400	\$13,200
3. Prepare GIS Layer				
		\$5,000		\$5,000
Totals	\$7,300	\$15,800	\$9,600	\$32,700