

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners

FROM: Sheriff Anthony Hernandez

DATE: May 10, 2010

RE: Approval of Change Order Request No. 3 for Southwick Enterprises

STATEMENT OF ISSUE: Approve Change Order Request (COR) No. 3 to the professional services contract for Southwick Enterprises for the **JeffCom 911 Radio System Improvements Project**. This COR No. 3 was approved by the JeffCom Administrative Board at its meeting on April 27, 2010.

ANALYSIS: Southwick Enterprises (Larry Southwick) was hired in August 2009 to assist the JeffCom 911 Director in managing the Radio System Improvements Project. The original contract was not to exceed \$10,000 due to the undetermined scope of work. In November 2009, Change Order Request No. 1 was approved further defining the scope of work and adding \$15,000 to the total contract. On January 25, 2010, Change Order Request No. 2 was approved adding to the scope of work, \$16,500 to the total authorized amount and three more months to the contract period. COR No. 3 will amend the scope of work, add another four months to the contract period and authorize an additional \$18,750. The total project when complete will be in excess of \$2.5 million.

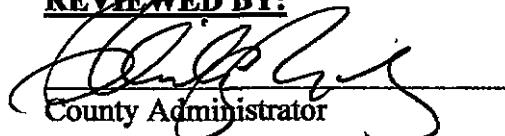
Southwick has managed the overall project through the first phase of the construction of the facilities at three radio sites. Yet to be accomplished are the negotiations, design and permitting of a fourth radio site with a 180' tower at the City water reservoir. Southwick is involved along with the construction management firm and two other design consultants. After the construction is complete at four sites, another vendor/contractor will provide and install a microwave radio system. And after that microwave system is in place, yet another vendor/contractor will provide and install a simulcast radio system.

This change order was recommended by the JeffCom Administrative Board. (Sm)

FISCAL IMPACT: Funds will be provided by the JeffCom Enhancement Fund 121 which was funded by a 2007 bond issue. The initial contract was for \$10,000, COR No. 1 added \$15,000, and COR No. 2 added \$16,500 for a total not to exceed \$41,500. COR No. 3 will authorize an additional \$18,750 for a new total of \$60,250 and extend the contract four more months for a total of sixteen months.

RECOMMENDATION: Approve Change Order Request No. 3 with Southwick Enterprises for the JeffCom 911 Radio System Improvements.

REVIEWED BY:


County Administrator

5/3/10

Date

CHANGE ORDER REQUEST No. 3

Schedule A -General Scope of Work and Time of Performance

Purpose and Initial Scope of Work

The purpose of this Agreement is for the Consultant to provide direct assistance and support to the Director of JEFFCOM 9-1-1 in the management and administration of multiple contracts to assure the timely completion of the JEFFCOM 9-1-1 Radio System Upgrade Project within the project budget.

Consultant will review all project-related files in the JEFFCOM 9-1-1 office and gather only the level of information needed to summarize and prepare management reports or tools for use through the remainder of the project. Consultant may need to request additional information from the other two contractors. Consultant will take the lead, with the Director's approval, in initiating communications and/or conducting meetings with the other two contractors. Consultant will provide assistance and support in the form of reports or materials as needed in preparation for meetings with the Board and/or the Contractors. Consultant will attend all meetings related to the project and provide a meeting report unless not in attendance. Consultant will document all work performed.

The current phase of work is design of the site improvements by PB Telecom and the electrical, electronic and radio equipment by Sparling. In the near future, plans and specifications will need to be completed and the County will need to advertise for bids for construction of the facilities. Then the construction phase will need to be monitored through the final completion. Consultant will review and monitor these phases of work to assist the Director but will not be directly responsible because all of this work is within the scope of the other two contractors.

Subsequent Scope of Work

After completion of the initial review of all the files and communications with the other contractors, Consultant will summarize the project status and prepare a more specific scope of work for the remaining period of the contract. Consultant will also periodically submit brief reports that will review work completed and work anticipated in the near and extended future.

Change Order Request No. 1 to Scope of Work

1. Consultant will lead the preparation of the Contract Documents and Specifications. This includes writing the bid and contract forms, assembling the completed package with specifications and drawings from the civil engineering consultant, coordination of the advertisement for bids and posting on the Builders Exchange of Washington web site for potential bidders' access and use. Consultant will assist in the opening of bids, preparation of bid tab, evaluation of bids and recommendation for award of contract. Estimated time = 50 hours.

2. Consultant will lead the purchase process for monopoles, equipment shelters and generators from the State and GSA contracts. Estimated time = 10 hours.

3. Consultant prepared a report regarding trees that interfered with the Morgan Hill microwave path, participated in the pre-application meeting, and subsequent decision to move forward with the City water tank site. Estimated time = 5 hours.

4. Consultant will take lead role in support of JEFFCOM 9-1-1 in coordination of the work of the other consultants and provide support throughout the remainder of the project. Estimated time = 20 hours per month = 140 hours.

Change Order Request No. 2 to Scope of Work

5. Authorize the increased work under Item 1 above from 50 hours to 120 hours for the unanticipated level of effort to develop the bid documents, manage the bidding process, approval and execution of the general construction contract.
6. Authorize extra work in the amount of 25 hours to develop project construction cost estimates.
7. Authorize an increase in Item 2 above from 10 hours to 45 hours to manage the process for purchasing equipment for the existing three sites plus the City water tank site that has yet to be determined.
8. Authorize 50 estimated hours for the additional work to assist with the negotiation with Verizon and T Mobile, site development planning and construction of the City water tank facilities.
9. Extend Item 4 above for an additional two months at 20 hours per month.

Total additional hours authorized by COR No. 2 = 220 hours.

Change Order Request No. 3 to Scope of Work

10. Authorize an increase of work under Items 1 and 5 from 120 hours to 160 hours total (+ 40 hours) to work with Sparling to develop the Request for Proposals (RFP) for the Simulcast Radio System; process the RFP through advertisement, evaluation and selection of the Contractor; process the contract through approval and execution; and contract management through the life of the project.
11. Authorize an increase of work under Items 4 and 9 from 180 hours to 280 hours total (five added months at 20 hours per month = + 100 hours) to extend the project period to November 30, 2010 which includes the microwave and simulcast radio systems contracts.
12. Authorize an increase of work under Item 6 from 25 hours to 70 hours total (+ 45 hours) for time already expended on construction cost estimates and extend the monthly updates of financial reports through the rest of the contract period.
13. Authorize an increase of work under Item 8 from 50 hours to 100 hours total (+ 50 hours) for all work related to development of the City site including assisting negotiation of leases with up to three parties, depending on the option selected.
14. Authorize extra work related to the potential lease of space on the City site tower for Radio KPTZ for a total of + 15 hours, of which I've already expended 5 hours.

Total additional hours authorized by COR No. 3 = 250 hours.

Time of Performance

The project is scheduled to be completed no later than ~~April 30, 2010~~ July 31, 2010 (COR No 2) November 30, 2010. This Agreement is relative to the performance and completion of two or more other contracts and will be completed when they are finished. JEFFCOM 9-1-1 must expressly ratify as "work performed pursuant to this Contract" (or "WPPTTC") any work the Consultant performs after ~~April 30, 2010~~ July 31, 2010 (COR No 2) November 30, 2010. Consultant will initiate the process of obtaining ratification for post ~~April 30, 2010~~ July 31, 2010 (COR No 2) November 30, 2010 WPPTTC by forwarding a detailed invoice and requesting payment pursuant to this contract for such work and expenses. JEFFCOM 9-1-1 will ratify the post ~~April 30, 2010~~ July 31, 2010 (COR No 2) November 30, 2010 WPPTTC as having been done pursuant to this Contract by paying the invoice in a manner consistent with the standard Jefferson County accounts payable process.

Schedule B - Compensation

The (original) budget for this Agreement is **Ten Thousand Dollars (\$10,000.00)**. Consultant will invoice JEFFCOM 9-1-1 at Consultant's standard hourly billing rate of \$75 per hour plus external expenses for an amount not to exceed \$10,000.00. The hourly billing rate includes direct labor costs, overhead costs, and direct expense costs, including materials, supplies, equipment, costs for travel, reproduction costs and telephone, facsimile and computer use incurred during the billing period. External expenses, such as outside printing or ferry fares, will be charged at actual expense.

The Consultant is expected to submit invoices on a monthly basis unless otherwise indicated in this Agreement. JEFFCOM 9-1-1 will process invoices in the standard Jefferson County accounts payable process in a timely manner.

Change Order Request No. 1 to Scope of Work (approved November 2, 2009)

An estimated additional **Fifteen Thousand Dollars (\$15,000.00)** will be required to complete the scope of work identified in this Change Order Request No. 1 and is hereby added to the total authorized compensation bringing the total project authorization to \$25,000.

Change Order Request No. 2 to Scope of Work (approved January 25, 2010)

An estimated additional **Sixteen Thousand Five Hundred Dollars (\$16,500.00)** will be required to complete the scope of work identified in this Change Order Request No. 2 and is hereby added to the total authorized compensation bringing the total project authorization to \$41,500.

Change Order Request No. 3 to Scope of Work (proposed)

An estimated additional **Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00)** will be required to complete the scope of work identified in this Change Order Request No. 3 and is hereby added to the total authorized compensation bringing the total project authorization to **\$60,250**.

Executed by the Contractor May 3, 2010

SOUTHWICK ENTERPRISES
Contractor

By: Larry Southerland

SEAL:

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

David W. Sullivan, Chair

Phil Johnson, Member

John Austin, Member

ATTEST:

Erin Lundgren,
Deputy Clerk of the Board

Approved as to form only:
David Almy 5/4/2010
Jefferson Co. Prosecutor's Office

Agreement for Professional Services

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") between JEFFERSON COUNTY 9-1-1, a Jefferson County, Washington, local government department ("JEFFCOM 9-1-1") and Southwick Enterprises, a Sole Proprietorship (the "Consultant"), is entered into effective this 10TH day of August, 2009.

WITNESSETH, that the Parties agree as follows:

1. Scope of Service to be Performed by Consultant. The purpose of this Agreement and scope of services are as defined in Schedule A, attached hereto and by this reference made a part of this Agreement (the "Work").
2. Time of Performance. The Consultant is to immediately commence performance in a manner consistent with this Agreement. The Consultant shall complete all of the Work identified in Schedule A attached hereto and by this reference made a part of this Agreement (the "Work"), subject to the time requirements set forth herein, or no later than April 30, 2010, whichever occurs first.
3. Compensation. JEFFCOM 9-1-1 will pay the Consultant for actual services provided as specified in Schedule B attached hereto and by this reference made a part of this Agreement.
4. Direction and Control. The Parties agree that Consultant will perform the services under this Agreement as an independent consultant and not as an agent, employee, or servant of JEFFCOM 9-1-1. The Parties agree that the Consultant is not entitled to any employment benefits or rights enjoyed by employees of the JEFFCOM 9-1-1. Consultant specifically has the right to direct and control Consultant's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
5. Work Product/Ownership. The Consultant's work product shall be provided to JEFFCOM 9-1-1 in both written and, to the extent feasible, compatible electronic form. All reports, all forms of electronic media, data and documents produced in the performance of this work shall become the property of JEFFCOM 9-1-1. The reports, data and documentation produced by the Consultant in performing this Agreement shall be for JEFFCOM 9-1-1 and its member agencies exclusive use only. Consultant makes no representations or warranties to any person or entity other than JEFFCOM 9-1-1 and its member agencies regarding its work under this Agreement. No person or entity other than JEFFCOM 9-1-1 and its member agencies may rely upon Consultants work under this Agreement.
6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both Parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement. In the event that JEFFCOM 9-1-1 requires Consultant to perform or have performed any activities outside of the General Scope of Work for which Consultant would charge a fee or expenses in excess of the Compensation set forth in Section 3 above, Consultant shall identify such additional fee or

expenses in advance and the Parties shall execute an addendum to this Agreement prior to Consultant commencing the additional activities.

7. JEFFCOM 9-1-1 Review/Approval. Upon submittal of any report or other information required by the scope of services to be performed, JEFFCOM 9-1-1 may, following review by JEFFCOM 9-1-1, accept such work or reject it, or request such modification or additions as it deems appropriate. Payment for such work will not be made until the work is accepted by JEFFCOM 9-1-1. If said work is not accepted due to requested modifications or additions to the document, drawing set or other deliverable; additional services shall be requested by the Consultant and approved by JEFFCOM 9-1-1 in writing. Upon receipt of the Change Order Request (COR), Consultant shall deliver the final product.

8. Access to Books/Records. JEFFCOM 9-1-1 may, at reasonable times, inspect the books and records of the Consultant relating to performance of this Agreement. The Consultant shall keep all records required by this contract for seven years after termination of this Agreement for audit purposes.

9. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold JEFFCOM 9-1-1, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, caused by or from the negligent acts, errors or omissions of the Consultant in performance of this Agreement. Consultant shall not be obligated to defend, indemnify and hold JEFFCOM 9-1-1, its officers, officials, employees and volunteers harmless for injuries and damages caused by the negligence of JEFFCOM 9-1-1.

10. Insurance Requirements. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant.

A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage

B. Verification of Coverage. Consultant shall furnish JEFFCOM 9-1-1 with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

11. Compliance with Laws. The Consultant shall comply with all applicable federal, state and local laws, rules, and regulations in performing this contract.

12. Termination.

A. If the Consultant breaches any of its obligations hereunder, and fails to cure the same within five days of written notice to do so by JEFFCOM 9-1-1, JEFFCOM 9-1-1 may terminate this Agreement, in which case JEFFCOM 9-1-1 shall pay the Consultant only for the costs of services accepted by JEFFCOM 9-1-1, in accord with the schedule contained in Schedule B.

B. Consultant may terminate this agreement without further obligation or liability to JEFFCOM 9-1-1 in the event of any material breach of any of JEFFCOM 9-1-1 obligations under this Agreement which remains uncured after thirty (30) days written notice to do so by Consultant.

C. Termination shall not affect the rights of the parties under any other paragraph herein.

13. Use of sub-consultants or assignees. The Consultant shall not sublet or assign any of its rights, duties, or obligations covered by this Agreement without the prior express written consent of JEFFCOM 9-1-1. Such agreement shall not be unreasonably withheld.

14. Conflicts Between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

15. Governing Law and Venue. This agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Jefferson County, Washington.

16. Attorney Fees. In the event that either party to this Agreement initiates legal proceedings to enforce any rights or adjudicate any dispute arising under this Agreement, each party shall bear its own legal costs.

17. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

JEFFCOM 9-1-1

Donna Hamlin
Donna Hamlin, Director 08-10-09

Southwick Enterprises

Larry Southwick
Larry Southwick, Owner

Approved as to form

JEFFCOM 9-1-1 Attorney

August 10, 2009
Date

Approved as to form only:

David Abousey 8/6/2009
Jefferson Co. Prosecutor's Office

Schedule A -General Scope of Work and Time of Performance

Purpose and Initial Scope of Work

The purpose of this Agreement is for the Consultant to provide direct assistance and support to the Director of JEFFCOM 9-1-1 in the management and administration of multiple contracts to assure the timely completion of the JEFFCOM 9-1-1 Radio System Upgrade Project within the project budget.

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CHANGE ORDER REQUEST No. 1

Schedule A -General Scope of Work and Time of Performance

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Approved:
JEFFCOM 9-1-1


Sheriff Anthony Hernandez

Date: 11/2/2009

Approved as to Form:

 10/20/09
Jefferson County Prosecutor's Office

Southwick Enterprises


Larry Southwick, Owner

Date: OCT 20, 2009

CHANGE ORDER REQUEST No. 2

Schedule A -General Scope of Work and Time of Performance

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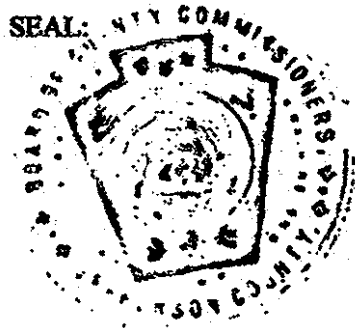
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Executed by the Contractor January __, 2010

SOUTHWICK ENTERPRISES
Contractor

By: *Samy Soutter*
OWNER



COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS 01/25/10

David W. Sullivan
David W. Sullivan, Chair

Phil Johnson
Phil Johnson, Member

John Austin
John Austin, Member

ATTEST:

Erin Lundgren
Erin Lundgren,
Deputy Clerk of the Board