

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of Commissioners  
**FROM:** Jefferson County Marine Resources Committee  
**DATE:** February 14<sup>th</sup> 2011  
**SUBJECT:** Contract Approval for North Olympic Salmon Coalition

**STATEMENT OF ISSUE:**

The Marine Resources Committee (MRC) is requesting approval on the consent agenda of a contract for \$109,133.00 32,700.00 with North Olympic Salmon Coalition to provide nearshore restoration design, permitting and related services for Maynard Beach, Discovery Bay, Eastern Jefferson County, WA. The term of the contract runs from January 1, 2011 until December 31, 2011.

**ANALYSIS:**

The design-phase work being done under this contract includes design, permitting and related services to restore 1800' of Discovery Bay marine nearshore including the upper beach, beach upland interface and upland riparian area and create a 2-acre pocket estuary at Maynard Beach at the head of Discovery Bay. (Construction will be completed under a separate agreement with other funding unspecified at this time.) The work is consistent with the MRC's strategic plan and fulfills the requirements of task 7 in the grant agreement G1000023 with the Washington Department of Ecology. The project is located on lands owned by Washington Departments of Fish and Wildlife and Natural Resources. The project has been reviewed by state and local government and other project partners at Chumsortium meetings over the past year. 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 North Olympic Salmon Coalition's unique qualifications (see attached request).

**FISCAL IMPACT:**

The project is 100% grant funded. There is no match requirement. The grant is administered by WSU Jefferson Count 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

1/27/11  
Date

**REQUEST FOR SOLE SOURCE PROCUREMENT  
FOR**

**MAYNARD BEACH NEARSHORE RESTORATION DESIGN, PERMITTING  
AND RELATED SERVICES**

The Marine Resources Committee is requesting sole source procurement to contract with the North Olympic Salmon Coalition (205 B West Patison St., Port Hadlock, WA 98339) to provide Maynard Beach Nearshore Restoration Design, Permitting and Related Services for tasks associated with Grant Agreement No. G1000023 as specified in Exhibit A to the contract.

It is the express desire of the Jefferson County Marine Resources Committee to contract the services of the North Olympic Salmon Coalition (NOSC). NOSC's experience in the work of the Marine Resources Committee's Maynard Beach project in Discovery Bay is unique in nature. NOSC has been working on Discovery Bay restoration projects for many years, having completed the Salmon Estuary Restoration in 2008. More recently NOSC completed conceptual (30%) designs for the Maynard Beach Nearshore Restoration. The Marine Resources Committee's Maynard Beach project will use the 30% designs prepared by NOSC to take the project to 100% design. Therefore, NOSC's recent work with the Maynard Beach project makes it the only provider with the requisite knowledge, qualifications and experience to offer seamless project services to the Marine Resources Committee. Any other provider would have to begin the design process without benefit of the 30% design at added cost to the Marine Resources Committee. For the aforementioned reasons NOSC is the only practical source available to the Marine Resources Committee.

**PROFESSIONAL SERVICES AGREEMENT FOR  
MAYNARD BEACH NEARSHORE RESTORATION DESIGN, PERMITTING AND  
RELATED SERVICES**

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as *the County*, and North Olympic Salmon Coalition (205 B West Patison St., Port Hadlock, WA 98339), hereinafter referred to as *Consultant*, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. Nearshore restoration design, permitting and related services for Maynard Beach, Discovery Bay, 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 January 1, 2011 and shall deliver all work products required pursuant to this agreement. The effective date of this agreement shall be January 1, 2011. Consultant shall perform all services and provide all work product required pursuant to this agreement by December 31, 2011.
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 **\$109,133.00**. 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:  
North Olympic Salmon Coalition  
205 B West Patison St., Port Hadlock, WA 98339
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 \_\_\_\_\_, 2011.

JEFFERSON COUNTY  
BOARD OF COMMISSIONERS

John Austin, Chair

ATTEST:

Deputy Clerk of the Board

CONSULTANT

*Rebecca Benjamin* 2/8/11  
(Rebecca Benjamin, Executive Director)

APPROVED AS TO FORM ONLY:

*David Albany* 2/8/11  
Deputy Prosecuting Attorney

**Exhibit A Jefferson MRC 2011  
North Olympic Salmon Coalition Scope of Work for Grant Agreement No.  
G1000023**

<b>PROJECT</b>	<b>DELIVERABLES</b>
<b>Task 7: Maynard Nearshore Restoration Design</b>	
<p>Complete engineering plans and specifications and all pre-project studies and permitting for the Maynard Nearshore project. The project encompasses 1800' of marine nearshore including the upper beach, beach upland interface, upland riparian area and 2-acre pocket estuary at Maynard Beach at the head of Discovery Bay.</p> <p>The pre-project studies will include a cultural resource survey, wetland delineation and geotechnical investigations.</p> <p>Develop and implement a monitoring plan and conduct pre-project monitoring to survey the existing conditions on the property and establish project photopoints in order to establish a baseline for future annual monitoring of beach profiles and sediment composition.</p> <p>Complete 100% design phase and secure required permits for project construction. (Construction will be completed with other funding.)</p>	<ol style="list-style-type: none"> <li>1. Progress reports – due with monthly invoice</li> <li>2. Geotechnical investigation summary, wetland delineation maps (including any associated GIS data layers), coastal geologist memo – due June 30, 2011</li> <li>3. 60% project design – September 30, 2011</li> <li>3. Completed JARPA application, monitoring protocol/QAQC, Section 106 archaeology determination documents – due September 30, 2011</li> <li>4. Final project report (including 100% project design, copies of project permits, project images, volunteer hours contributed, pre-project monitoring report) – due December 30, 2011</li> </ol>

NOSC shall be reimbursed for a total of \$ \$ \$109,133.00. Payment for the work provided shall be monthly. Itemized invoices shall be submitted electronically with progress report to Pat Pearson with cc to Gabrielle LaRoche.