

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director

Agenda Date: March 14, 2011 *FG*

Subject: Paradise Bay Road, Phase II
Co. Rd. No. 503608, CR1873
M.P. 0.37 to M.P. 1.53

Statement of Issue:

The issue is the need for a qualified consultant firm to provide public outreach services for the Paradise Bay Road, Phase II, CR1873 project.

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

This project is included in the officially adopted 2011-2016 Transportation Improvement Program as Item No. 1. This project is also included in the adopted 2011 Annual Construction Program as item No. 1.

This agreement will provide for public outreach services by Triangle Associates, Inc., to help inform the stakeholders and the general public about this project. The purpose of this project is to provide for construction of 11 foot lanes, 4 foot wide paved shoulders, drainage improvements, asphalt paving, signing, striping and other work, for this segment of Paradise Bay Road.

Fiscal Impact/Cost Benefit Analysis:

The total maximum amount payable for consultant services under this Consultant Agreement is \$20,838.35. This project has grant funding from the Rural Arterial Program (R.A.P.) administered via the State of Washington County Road Administration Board. These consultant services will be eligible for reimbursement from the R.A.P. funding at the rate of 90%.

Recommendation:

The Board is asked to approve and execute the three (3) originals of the Professional Services Agreement with Triangle Associates, Inc. where indicated, and return two (2) signed originals to Public Works (attn. John Wayand).

Department Contact: Monte Reinders, County Engineer, 385-9242

Reviewed By:


Philip Morley, County Administrator


Date

**PROFESSIONAL SERVICES AGREEMENT FOR
Public Outreach Services
Paradise Bay Road, Phase II**

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

1. Project Designation. The Consultant is retained by the County to provide consultation for public outreach services for the Paradise Bay Road, Phase II project.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor.
3. Time for Performance. Work under this contract shall commence upon the giving of written notice by the County to the Consultant to proceed. Consultant receipt of a Purchase Order shall constitute said notice. Consultant shall perform all services and provide all work product required pursuant to this agreement by 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. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$20,838.35 without express written modification of the agreement signed by the County.
 - b. The consultant may submit invoices to the County once per month during the progress of the work for partial payment for project completed to date, up to 80% of total project costs. Such vouchers will be checked by the County, 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. See also "Exhibit C, Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions" attached hereto.
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 insured in connection with the CONSULTANT'S performance of the contract.

The Consultant shall obtain and keep in force during the terms of the Agreement, General Commercial Liability Insurance as follows:

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and a aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;

- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

- * Certificate of Insurance;
- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

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.

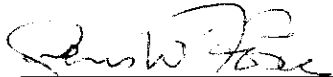
13. Non-Waiver. Waiver by the County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
14. Termination.
 - a. The County reserves the right to terminate this agreement at any time by giving ten (10) days written 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 renegotiations of this agreement between surviving members of the Consultant and the County, if the County so chooses.
15. Notices. Notices to the County of Jefferson shall be sent to the following address:
Jefferson County Public Works
623 Sheridan Street
Port Townsend, WA 98368

Notices to Consultant shall be sent to the following address:

Triangle Associates, Inc.
811 First Avenue,
Suite 255
Seattle, WA 98104
206-583-0655
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.

SIGNATURE PAGE

DATED this _____ day of _____, 2011

 VG 3/3/11

Consultant

County of Jefferson
Board of Commissioners

John Austin, Chair

SEAL

Phil Johnson, Member

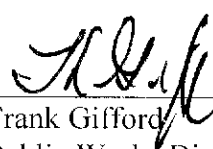
ATTEST:

David W. Sullivan, Member

Approved as to Form Only:

Deputy Clerk of the Board

Deputy Prosecuting Attorney



Frank Gifford
Public Works Director

EXHIBIT A
Scope of Work
Paradise Bay Road, Phase II

SCOPE OF SERVICES

The Consultant will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

PURPOSE

The purpose of this agreement is to inform the public about the project, assess the stakeholder environment, and to identify a strategy for public outreach for the Paradise Bay Road, Phase II project. The intent is to develop and implement an approach that will present the opportunities of this project, as well as how the public's comments and concerns will be addressed.

Task 1: Stakeholder Assessment and Public Outreach Plan

- Identify project stakeholders
Develop list of project stakeholders with Jefferson County Public Works (JCPW) staff.
Deliverable: list of preliminary project stakeholders and contact information.

- Develop a public outreach plan with JCPW staff.
Deliverable: Draft and final public outreach plan

Task 2: Implementation of Public Outreach Plan

Task 2 activities and deliverables will be based on the final public outreach plan developed and approved by JCPW in Task 1. Deliverables for this task may include the following:

Deliverables:

- *Open house(s)* – up to two open houses (includes preparation of agendas, notifications, and displays).
- *Project factsheet(s)* – up to two factsheets developed (includes text and layout).
- *Mailing(s)* – up to one large distribution mailing and two more targeted mailings (likely prior to open house(s)). The three potential mailings will consist of some combination of a one-page factsheet and two postcards.
- *Stakeholder relations* – standardized reply email template(s) and Excel tracking sheet developed for stakeholder inquiries, questions, and mailing list sign-up.
- *Press releases/work with local newspapers* – up to three press releases developed, includes coordination and research of local distribution lists to use.
- *Email distribution to stakeholders* – Up to 4 project update emails developed and sent.
- *Local community presentations* – up to three local clubs/organizations and/or events (e.g., Rotary, Port Ludlow Village Council, festival etc).

Assumptions:

- JCPW to provide project base map in AutoCAD format and Triangle Associates to prepare final maps, graphics, and displays.
- Assumes a minimum of one check-in phone call per month with JCPW project manager. In addition, assumes up to one separate meeting at JCPW for a check-in meeting.
- Assumes that Triangle will use the same graphics and maps developed for the open houses, for community presentations.

Task 3: Project Management

- Submittal of monthly progress reports and detailed invoices will include the following:
 1. Summary of the progress to date for that month. Progress compared to original schedule (if applicable) and anticipated progress next month. Anticipated delays or problems.
 2. Provide invoices for accomplished work at a frequency not to exceed one per month.
 3. Name of each employee that worked on the project in the billing period
 4. Each employee's job classification
 5. Each employee's hours worked
 6. Each employee's hourly wage rate
 7. The total wages paid each employee
 8. Each invoice will also include all direct non-salary costs and copies of supporting invoices or bills. The Agency will disallow all or part of any claimed cost, which is not adequately supported by documentation.
 9. All mileage charges will be supported by departure and arrival odometer readings for each vehicle used for the work. All Washington State Ferry fare charges shall be supported by ferry ticket receipts. The Agency will disallow all or part of any claimed cost, which is not adequately supported by documentation.

Deliverable: Monthly progress reports and invoices for months with charges.

EXHIBIT B
 FEE SCHEDULE
 Public Outreach
 Paradise Bay Road, Phase II, CR1873

	Principal	Project Manager	Project	Financial	Total Hours
	Bob Wheeler	Blake Trask	Associate	Dennis Foster	
	\$179.08/hr.	\$71.27/hr.	\$56.08/hr.	\$128.17/hr.	
	hours	hours	hours	hours	
Task I					
Stakeholder Assessment and Public Outreach Plan	1	28	6		35
Task II					
Implementation of Public Outreach Plan	2	145	70		217
Task III					
Project Management	0	6	0	10	16
Total Hours	3	179	76	10	268
Total Hourly Cost	\$537.24	\$12,757.33	\$4,262.08	\$1,281.70	\$18,838.35
Direct Non-Salary Costs					\$2,000.00
Total Costs					\$20,838.35

Exhibit C
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph I(B) of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Triangle Associates, Inc.

3/3/11
(Date)


(Signature) President or Authorized Official of Consultant