

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners

FROM: Jefferson County Marine Resources Committee

DATE: May 19, 2011

SUBJECT: Contract Approval for Coast and Harbor Engineering, Inc.

STATEMENT OF ISSUE:

The Marine Resources Committee (MRC) is requesting approval on the consent agenda of a contract for \$9,200.00 with Coast and Harbor Engineering, Inc., to prepare the Fort Worden State Park Marine Science Center Pier and Boat Ramp Facilities Preliminary Level Coastal Processes Assessment. The term of the contract is from May 23 until June 15, 2011. The funds for this contract are identified in the MRC's grant agreement with WA Department of Ecology (WADOE) for this task.

ANALYSIS:

The MRC solicited proposals from three firms listed on the Department of Public Works Professional Services Roster. Coast and Harbor Engineering, Inc., submitted a response which was acceptable to the MRC. The Fort Worden State Park Manager, Port Townsend Marine Science Center Executive Director and the Port of Port Townsend Director are supportive of this study. Fort Worden State Park has been involved in discussions with the MRC to develop restoration alternatives for the site since 2009. This is the second study the MRC has done at the Fort Worden State Park Marine Science Center Pier and Boat Ramp site. This study is the next step towards engaging stakeholders and securing grant funds to develop conceptual designs to restore the beach to a more natural state while preserving the boat launch facility and maintaining the recreational values at the site.

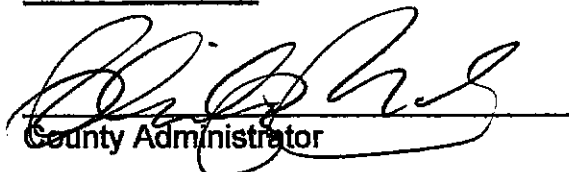
FISCAL IMPACT:

The project is 100% grant funded. There is no match requirement.

RECOMMENDATION:

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

REVIEWED BY:


County Administrator

5/31/11
Date

PROFESSIONAL SERVICES AGREEMENT FOR
FORT WORDEN STATE PARK
MARINE SCIENCE CENTER PIER AND BOAT RAMP FACILITIES
PRELIMINARY LEVEL COASTAL PROCESSES ASSESSMENT FOR JEFFERSON COUNTY MARINE
RESOURCES COMMITTEE

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as *the County*, and Coast and Harbor Engineering, Inc. (110 Main Street, Suite 103, Edmonds, WA 98020), hereinafter referred to as *Consultant*, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** Fort Worden State Park Marine Science Center Pier and Boat Ramp Facilities Preliminary Level Coastal Processes Assessment to be prepared for Jefferson County Marine Resources Committee, 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 May 20, 2011 and shall deliver all work products required pursuant to this agreement. The effective date of this agreement shall be May 23, 2011. *Consultant* shall perform all services and provide all work product required pursuant to this agreement by June 15, 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 **\$9,200.00**, 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 *Consultant* 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 *Consultant's* negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a *Consultant* 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 *Consultant'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 *Consultant's* negligence, or the negligence of the *Consultant'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:

Phillip Morely, County Administrator

P.O. Box 1220

Port Townsend, WA 98368

Invoices for services shall be sent to the following address:

Pat Pearson, MRC Grant Administrator

WSU Jefferson County Extension

201 West Patison, Port Hadlock, WA 98339

Via email: pearsonp@wsu.edu

Deliverables shall be sent to the following address:

Gabrielle LaRoche, MRC Project Manager

555 Blue Sky Drive

Port Townsend WA 98368

Via email: jeffersonmrc@gmail.com

Notices to *Consultant* shall be sent to the following address:

Shane Phillips

Coast and Harbor Engineering, Inc.

110 Main Street, Suite 103

Edmonds, WA 98020

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

CONSULTANT

John Austin, Chair

(_____)

ATTEST:

Deputy Clerk of the Board

APPROVED AS TO FORM ONLY:

David Alvarez 5/19/2011

Deputy Prosecuting Attorney

Approved as to form only:

David Alvarez 5/19/11
Jefferson Co. Prosecutor's Office

EXHIBIT A
SCOPE OF WORK
Fort Worden State Park
Marine Science Center Pier and Boat Ramp Facilities
Preliminary Level Coastal Processes Assessment
Eastern Jefferson County, WA

To be prepared for: Jefferson County Marine Resources Committee
To be conducted by: Shane Phillips
Coast and Harbor Engineering, Inc.
June 2011

Introduction

Coast & Harbor Engineering, Inc. (CHE) has developed this scope of work for conducting a preliminary level coastal processes assessment for evaluation of restoration and recreational improvements at the Fort Worden State Park Marine Science Center Pier and adjacent Boat Ramp Facilities. A preliminary review of the site conditions and assembly of potential restoration concepts was developed in a previous phase in 2009. It is the desire of JCMRC to conduct additional feasibility level work on coastal processes to assist in identifying potential alternatives that could be considered for restoration of nearshore beach processes, as well as for improvements to the boating facility. The goal of this assessment is to evaluate nearshore beach and coastal processes as they relate to the sediment transport, existing pier structure and boat ramp structure, and to assist in determining potential restoration opportunities that should be considered during the project work.

Assumptions

- Collection of new data is not a part of this phase of the project. JCMRC is to provide assistance to CHE in acquiring existing data from Parks and City archives. This will include facility improvement drawings, ground level photographs, aerial photographs, and a description of historical construction work conducted at the site.
- Regulatory permitting and engineering design are not a part of this phase of the project.

Scope Tasks

Task 1 Existing Data Collection

The goal of this task is to assemble a comprehensive set of existing data for conducting the pre-feasibility analysis and evaluation of potential alternatives:

- Review previous phase work by CHE.
- Coordinate with JCMRC regarding existing data needs.
- Visit historical museum and Parks archives to obtain historical photographs, engineering plans, and survey data for use in conducting the evaluation.
- Purchase historical aerial photography (up to four photos) from publically available sources.

**EXHIBIT A
SCOPE OF WORK
Fort Worden State Park
Marine Science Center Pier and Boat Ramp Facilities
Preliminary Level Coastal Processes Assessment
Eastern Jefferson County, WA**

- **Collect existing coastal processes reports and data from CHE archives for nearby similar projects.**
- **Assemble and summarize data for use in conducting the analysis.**

Task 2 Coastal Processes Analysis

The goal of this task is to develop an understanding of the physical processes affecting the project site to aid in developing potential restoration alternatives. This task includes the following work:

- **Develop an extreme wave climate (2-year and 50-year) offshore from the project site using local wind data sources for use in evaluation of coastal processes.**
- **Conduct a review of coastal geomorphic processes for the project site based on a combination of site reconnaissance, review of historical aerial photographs, and wave climate.**

Task 3 Review of Alternatives

The goal of this task is to conduct a pre-feasibility review (In coordination with JCMRC) of potential alternatives for nearshore restoration and boating facility improvements. This task includes the following work:

- **Develop and coordinate with JCMRC potential restoration and boating facility improvement alternatives for the facility utilizing the information obtained in Tasks 1 and 2 and previous CHE coastal engineering experience.**
- **Alternatives to be reviewed could include sediment bypass systems, breakwater modification, boat ramp reconstruction, and pier modification.**
- **Develop schematic-level graphics and pre-feasibility level range of costs for potential restoration and boating facility improvements.**

Task 4 Reporting

The goal of this task is to provide a summary of the analysis results through discussion in an in person meeting and a written summary. This task includes the following work:

- **Develop a summary technical letter or PowerPoint presentation summarizing the results of the feasibility study.**
- **Develop a description of project objectives and project goals to be used by JCMRC in discussion with project stakeholders.**
- **Outline and describe the next steps for project implementation including new data collection requirements, engineering analysis, regulatory permitting, etc.**
- **Attend one meeting with JCMRC and project stakeholders to discuss the results of the project.**