

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Philip Morley, County Administrator
FROM: Loring Bemis, Facilities Foreman
DATE: August 22, 2011
RE: Terrapin Architecture, Inc – Feasibility Study for PTCC Gymnasium

STATEMENT OF ISSUE:

The proposed professional services agreement with Terrapin Architecture, Inc is for the purpose of performing a feasibility study for the Port Townsend Community Center gymnasium improvements.

ANALYSIS:

The feasibility study will provide an evaluation of major building components and cost estimates and recommendations for repairs.

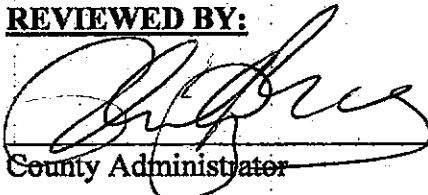
FISCAL IMPACT:

Cost is within current budget.

RECOMMENDATION:

Approve and authorize the Board of County Commissioner Chairman to sign the Terrapin Architectural, Inc. Professional Services Agreement.

REVIEWED BY:



County Administrator

8/17/11

Date

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as the "County", and Terrapin Architecture, 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 perform professional services in connection with the project designated in the Project Plan, Exhibit "A".
2. Scope of Services. Consultant agrees to perform the services identified on the Project Plan, Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time of Performance. Work under this contract shall commence upon the giving of written notice by the County to the Consultant to proceed. Such work shall continue according to the schedule in the Project Plan, Exhibit "A", unless changed by the Facilities Foreman.
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 the Consultant shall be made as provided on the Project Plan, Exhibit "A" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$9,000.00 plus change orders as noted in 4.b. without the express Agreement of the Facilities Foreman.
 - b. After execution of this Agreement, changes to the scope of work required hereunder may be accomplished by a change order, which shall be a verbal order to Consultant from the Facilities Foreman on behalf of the County. In no event will change orders approved by the Facilities Foreman under this Agreement add more than \$2,500 to the compensation set in 4.a. above.
 - c. The Consultant may submit vouchers to the County once per month during the progress of the work for partial payment for project completed to date. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved.
 - d. Final payment of any balance due to 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.
 - e. Payment as provided in this section shall be full compensation for work performed, and services rendered. The Consultant will be responsible for all expenses incurred to provide the County with a product suitable for dissemination. Once that product is approved by the County, The County shall pay the printing costs, advertising costs and mailing costs relating to the approved product. In addition, the costs of the chairs and public address system used for the event are the responsibility of the County.
 - f. 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. 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 attorney's 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. 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 Title 48 RCW.

Insurance Coverage

- a. Worker's compensation and employer's liability insurance as required by state law.
- b. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- c. Vehicle liability insurance for any automobile used in an amount not less than two hundred fifty thousand dollar (\$250,000) combined single limit.
- d. Professional liability (Errors and Omissions) policy in an amount of not less than five hundred thousand dollars (\$500,000.00) combined single limit if any employee, agent or representative of the Consultant undertaking work in furtherance of or pursuant to this Agreement holds or is required to hold a professional license issued by the State of Washington or any other state.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the Consultant, the County will be named on all policies as an additional insured. The Consultant's insurance required by this Section shall be in all circumstances primary to any insurance available to the County. The Consultant shall furnish the County with verification of insurance and endorsements required by the agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The Consultant shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this Agreement to the County.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the COUNTY.

The COUNTY will pay no progress payments under Section 4 until the Consultant has fully complied with this section. This remedy is not exclusive; and the County may take such other action as is available to it under other provisions of this Agreement, or otherwise in law.

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 to 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, or otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. 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 on materials or supplies.
11. Assignment and Subcontracting. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County.
12. Termination.
 - a. The County reserves the right to terminate this Agreement at any time by giving fourteen (14) 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 the surviving members of the Consultant and the County, if the County so chooses.
13. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both the County and Consultant.
14. Contract Expiration. This contract shall run through completion of the project or December 31, 2011, whichever comes first, unless extended by mutual agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed

this _____ day of _____, 2011.

Jefferson County Board of Commissioners

Terrapin Architecture

By: John Austin, Chairman

Richard Berg
By: Richard Berg, Architect

SEAL:

Date Signed: 8/15/2011

ATTEST:

APPROVED AS TO FORM:

Lorna Delaney
Clerk of the Board

Date

David Alvarez 8/11/2011
David Alvarez Date
Deputy Prosecuting Attorney

Exhibit A

TERRAPIN
ARCHITECTURE PC

Richard Berg, Architect Eric Kuzma, Architect AIA

July 26, 2011

Port Townsend Community Center
620 Tyler Street
Port Townsend, Washington

Owner: Jefferson County

To: Department of Central Services
PO Box 1220
Port Townsend, WA 98368

Feasibility Study for Gymnasium Improvements

PROPOSAL:

Terrapin Architecture PC will provide architectural, engineering, and cost estimating services as follows:

Investigation and drawings:	Floor framing plan; Roof framing plan; Typical roof truss detail, showing connections and deflected shape; Glu-lam beams and arch detail:	\$2500
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Engineering analysis of floor and roof structural systems Report and recommendations	\$5000
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Construction Cost Estimating for recommended improvements:	<u>\$1500</u>
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PROPOSED COST OF FEASIBILITY STUDY: (FIXED FEE)	\$9000
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