

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FG*

Agenda Date: June 4, 2012

Subject: Contract for Value Engineering Services, 30% Design Review, Port Hadlock Wastewater Facility

Statement of Issue:

The objective of the value engineering (VE) consulting assignment is to evaluate the 30 percent design of the facility to find areas of potential value received by implementing recommended changes to processes or design.

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

The facility design is at an appropriate stage for the VE study. The study involves the engineering design team and an independent team of experts. Results are contained in a study report and become part of the ongoing design process and documentation.

Fiscal Impact/Cost Benefit Analysis:

Use of value engineering methodology can enhance the operation and reliability of the facility while reducing cost. The value achieved from implementing efficiencies identified in the study typically exceeds the cost of the VE study.

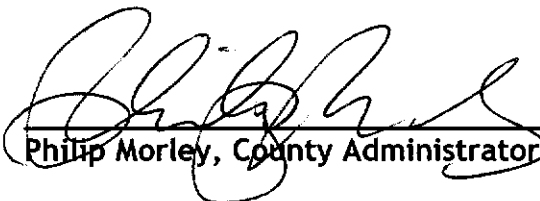
Recommendation:

Public Works recommends the Board execute the VE services contract by signing the three copies and returning two copies to Public Works for further processing.

Department Contact:

Joel Peterson, 385-9173

Reviewed By:


Philip Morley, County Administrator


Date

PROFESSIONAL SERVICES AGREEMENT FOR

Robinson, Stafford & Rude, Inc.

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County", and Robinson, Stafford & Rude, Inc. (RSRI), 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 Value Engineering Services for review of 30% design documents and cost estimates for the Port Hadlock Wastewater Facility.
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 shall perform all services and provide all work product required pursuant to this agreement on the dates listed on Exhibit "A". This contract will remain in effect through September 30, 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 on a lump sum basis as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$109,584 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

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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. The County will hold the Consultant harmless for any reuse by the County of the work products produced by the Consultant for this project for any purpose not defined in this agreement.
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 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. However, if any such claim, loss or liability, settlements, loss, 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 defense costs or expenses result from the concurrent negligence of Consultant and the County, this indemnification applies only to the extent of the negligence of Consultant.
8. Insurance.
The Consultant shall obtain and keep in force during the terms of the Agreement, policies of insurance as follows:

If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Consultant is located.

Automobile Liability Insurance providing bodily injury and property damage liability

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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.

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
- 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.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Failure of the Consultant to take out and/or maintain any required insurance shall not relieve The Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed

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by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Consultant.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until such time as the Consultant shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

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.

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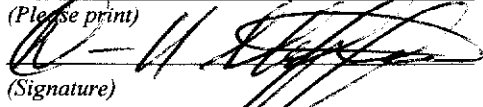
13. Non-Waiver. Waiver by the County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
14. Termination.
- a. The County reserves the right to terminate this agreement at any time by giving ten (10) days written 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:
Robinson, Stafford & Rude, Inc.
5021 Tangerine Ave. S
Gulfport, FL 33707
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.
17. Mutual Understanding of Services. County and Consultant agree that the purpose of Value Engineering is the identification and presentation of recommendations for improvement of project or process value, for consideration by the County and their other professional advisors. Both parties understand that as a part of these services, the Consultant does no design work and makes no project decisions. The County and the Consultant agree that the Consultant will be liable to the County only for damages arising from Consultant's negligence in the performance of the Value Engineering work itself, and only to the extent that such negligence damages the County.

SIGNATURE PAGE

DATED this _____ day of _____, 201_____.

Consultant

DON H. STAFFORD
(Please print)


(Signature)

5/24/2012
Date

County of Jefferson
Board of Commissioners

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to Form Only:

David Alvarez 5/22/12
Date
David Alvarez
Deputy Prosecuting Attorney

Frank Gifford 5/29/12
Date
Frank Gifford
Public Works Director

**SCOPE OF WORK
PORT HADLOCK WASTEWATER FACILITY 30% DESIGN
32-HOUR VALUE ENGINEERING STUDY**

WORK TO BE PERFORMED

RSRI will provide the following services in accordance with this scope of services and the terms of the Agreement.

VE STUDY TEAM

The VE Study Team for this workshop will consist of the following:

Name/Discipline	Supplied by
Don Stafford/VE Team Leader	RSRI
Jim Vickers/Separation Processes	Separation Processes, Inc.
Allen De Steiguer, P.E., PMP/Design	Jacobs Engineering
Doug L. Schneider, P.E./Design	Brown and Caldwell
Curtis J. Koger, L.G., L.E.G., L.Hg.	Associated Earth Sciences, Inc.
Mark J. Van Duser, P.E.	Epsilon Engineering, Inc.
Donald Barraza	Kennedy/Jenks Consultants
Dennis E. Van Kirk, C.E.T.	VK Tech Services
Tabi Deas/VE Assisstant	RSRI

RSRI will provide the VE team members identified in this scope of work. All other VE team members will be provided by the County, at no cost to RSRI. RSRI will communicate directly with all team members relative to scheduling, pre-workshop, workshop and post workshop activities.

PRE-WORKSHOP ACTIVITIES

RSRI will perform pre-workshop activities to include those tasks which must be accomplished in order for the VE team to be able to efficiently and effectively perform in the workshop. These activities will consist of:

- scheduling study tasks
- scheduling and coordination with VE team members
- assisting the County with scheduling study participants
- coordination of the necessary project documentation on the project for distribution by the County to the VE team members
- document review by RSRI-supplied team members
- Preparation of cost models, contingent on supply by County of the information needed for their preparation

The County will distribute the project documents and materials to be studied to the VE team members at least five working days prior to the workshop start. All team members except the cost estimator are to spend 4 hours reviewing the project documents and materials prior to the start of the workshop. The cost estimator will spend 12 hours reviewing the documents and validating the cost estimate provided by the County.

WORKSHOP

RSRI will conduct a 32-hour value engineering workshop using a job plan that is consistent with the practices and procedures recognized by SAVE International. The workshop will include an Information Phase, a Function Analysis Phase, a Creative Phase, a Judgment Phase, a Development Phase, and a Presentation Phase. The workshop will be initiated by presentations from the County’s design team, who will describe the objectives of the project and any constraints that will be placed on the VE study. The project design team will explain specifically how the design accomplishes the County’s objectives and the details of that design. The workshop will include a complete function analysis of the major project elements. The team will generate a list of ideas for project improvement followed by an evaluation of those ideas. This evaluation will include input from key County decision makers before proceeding with development of recommendations. On the last day of the workshop, a presentation of the recommendations will be provided to the County decision makers.

The workshop will be held at 1420 Fifth Avenue, in Seattle, WA. The cost of providing the workshop refreshments and all other costs associated with the meeting facilities, including telephone, photocopying, and faxing will be borne by the County.

To make sure the VE team has complete information about the project criteria, the County will provide at a minimum, the County Project Manager and appropriate key members of the design team for the first day and last day presentations as well as the mid-point review meeting.

POST WORKSHOP

RSRI will conduct a four-hour post-workshop VE Implementation Meeting at a location in the Seattle, WA area following receipt by the VE team leader of the written designer responses to the Preliminary VE Report. The purpose of this Implementation Meeting is to assist the County in making decisions regarding acceptance or rejection of the individual VE recommendations. Attendees will consist of key County staff, key designer staff and the VE team leader.

SCHEDULE

The work will be performed in accordance with the following schedule:

Pre-Study Activities	Upon receipt of the design documents
Workshop	July 17-20, 2012
Preliminary VE Study Report	Three working Days after completion of the Workshop: July 25, 2012
Implementation Meeting	On a date to be mutually determined by RSRI, the designer and the County
Draft Final VE Study Report	On a date to be mutually determined by RSRI, the designer and the County, on or near August 13, 2012
Final VE Study Report	On a date to be mutually determined by RSRI, the designer and the County, but no later than September 30, 2012

DELIVERABLES

This VE study effort will include the following deliverables, all of which are related to the results of the workshop. These deliverables are:

- VE team Presentation Handout
- Preliminary VE Study Report
- Draft of the Final VE Study Report

Final VE Study Report

The Preliminary Report will be prepared in the RSRI report format, and will be a compilation of the handwritten products developed in the workshop.

The draft final VE study Report will be prepared in the RSRI report format. The purpose of this draft report is to give the County and other appropriate reviewers the opportunity to check the final VE Study Report prior to its final issuance.

The Final VE Study Report is the final documentation of the VE study. The report is a finalized version of the Draft Report including the incorporation of the County's comments. The submittal of the final report concludes the VE study effort.

RSRI will provide the County with the following number of copies of each report:

Preliminary VE Study Report	10
Draft of Final VE Study Report	2
Final VE Study Report	10

VE Study Cost Summary

Exhibit B

Port Hadlock Wastewater Treatment Facility
 Jefferson County Department of Public Works

Payment for all consulting services for this project shall be on the basis of the lump sum amount shown on Page 1 of this Agreement. The basis of the lump sum fee determination is summarized below.

<u>Robinson, Stafford & Rude</u>	Total
Labor	\$34,835
Expenses	\$12,261
Admin. @ 10% Total Subconsultant Costs	\$5,681
<u>Subtotal RSRI</u>	<u>\$52,777</u>
<u>Subconsultants</u>	
Jim Vickers/Separation Processes	Separation Processes, Inc. \$10,413
Allen De Steiguer, P.E., PMP/Design	Jacobs Engineering \$7,516
Doug L. Schneider, P.E./Design	Brown and Caldwell \$7,820
Mark J. Van Duser, P.E.	Epsilon Engineering, Inc. \$7,670
Dennis E. Van Kirk, C.E.T.	VK Tech Services \$7,130
Curtis J. Koger, L.G., L.E.G., L.Hg.	Associated Earth Sciences, Inc. \$6,892
Don Barraza	Kennedy Jenks Consultants \$9,366
<u>Total Subconsultant Costs</u>	<u>\$56,807</u>
Total VE Contract	\$109,584