

Jefferson County  
Board of Commissioners  
Agenda Request

**To:** Board of Commissioners  
Philip Morley, County Administrator

**From:** Frank Gifford, Public Works Director *FG*

**Agenda Date:** July 2, 2012

**Subject:** Quilcene Shop Development Project  
Execution of Standard Consultant Agreement  
County Project No.: 180 543 1868

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**Statement of Issue:**

Execution of a contract for septic design services with Ericson Design, Inc. of Port Townsend, WA, for the Quilcene Shop Development Project. This Contract will provide septic planning and design for this project.

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

This septic analysis and design work is needed for the design, documentation, permitting and construction of this Project.

**Fiscal Impact/Cost Benefit Analysis:**

This project is funded through local funds. The not-to-exceed contract value is \$4,125.

**Recommendation:**

Please sign the three (3) original contracts provided and return two (2) to Public Works for further processing.

**Department Contact:** Gordon D. Ramstrom, 385-9380.

**Reviewed By:**

  
Philip Morley, County Administrator

*6/27/12*  
Date

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County", and Ericson Design Inc., 293 Pinecrest Dr., Port Townsend, WA, 98368, 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 Septic design and planning services associated with the Quilcene Shop Replacement Project. The site is located at 295312 US Highway 101, Quilcene WA. The site is also identified as County Parcel number 702242005.
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 Agreement shall remain in effect through December 31, 2013.
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 in an amount not to exceed Four Thousand One Hundred twenty-five Dollars and No Cents (\$4,125.00).
  - 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. 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 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

CONSULTANT AGREEMENT

Page 1 of 8

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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 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. 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 the State.
- 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 a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the Consultant, the Agency 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 Agency. The Consultant shall furnish the Agency with verification of insurance and endorsements required by the Agreement. The Agency reserves the right to require complete, certified copies of all required insurance policies at any time.

CONSULTANT AGREEMENT

Page 2 of 8

H:\SHOPS\Quilcene\Septic\Contract\Bernt Quilcene Sep Prof Serv Agree BE.doc rev. 10/25/11

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the Consultant, the Agency will be named on all policies as an additional insured. The Consultant shall furnish the Agency with verification of insurance and endorsements required by the Agreement. The Agency 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 Agency.

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

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.

The Consultant shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

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 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

CONSULTANT AGREEMENT

Page 3 of 8

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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.
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

CONSULTANT AGREEMENT

Page 4 of 8

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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  
ATTN: Gordon D. Ramstrom  
623 Sheridan Street  
Port Townsend, WA 98368

Notices to Consultant shall be sent to the following address:

Ericson Design Inc.  
ATTN: Bernt P. Ericson  
293 Pinecrest Dr.  
Port Townsend, WA, 98368

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 \_\_\_\_\_, 2012.

Consultant  
Ericson Design, Inc.

County of Jefferson  
Board of Commissioners

Bernt P. Ericson

\_\_\_\_\_  
John Austin, Chair

Bernt P. Ericson  
(Signature)

\_\_\_\_\_  
Phil Johnson, Member

6-25-12  
Date

\_\_\_\_\_  
David W. Sullivan, Member

Approved as to Form Only:

David Alvarez 6/19/12  
Date  
David Alvarez  
Deputy Prosecuting Attorney

Frank Gifford 6/25/12  
Date  
Frank Gifford  
Public Works Director

## Exhibit A

SCOPE AND FEE –TASK TABLE		
TASK		COST
1. Site visit and evaluation; locate test pit locations	6	\$450
2. Test pits evaluation. Excavation by JCPW Shops	6	\$450
3. Coordination with JC Environmental Health	5	\$300
4. Design documents and specs	16	\$1200
5. Bidding questions and evaluation of bidders.	4	\$300
6. One Pre-con and two Construction inspection site visits	9	\$675
7. Record document	4	\$300
8. Design services reserve fund	6	\$450
Total		<b>\$4,125</b>

**NOTE:**

1. **COST:** The cost will be for actual hours work only, based on the Rate Schedule in Exhibit B.
2. **SCHEDULE:**
  - A. Design work is to be completed from item #1 through item #4 above, within three calendar weeks of the written Notice to Proceed.
  - B. Following the review of the Design Documents (item #4 above), review comments and notice to proceed will be provided prior to proceeding.
3. All permitting fees to be paid directly to Jefferson County Environmental Health Department.

**CONSULTANT AGREEMENT**

Page 7 of 8



**Exhibit B**

FEE RATE SCHEDULE	
	RATE PER HOUR
1. SEPTIC DESIGNER, Bernt P. Ericson	\$75.00