


**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners

FROM: Philip Morley, County Administrator 

DATE: October 8, 2012

RE: Professional Services Agreement with Terrapin Architecture for Superior Court Administrator Office Project; \$8,000

STATEMENT OF ISSUE: Board of County Commissioners approval is requested for a professional services agreement with Terrapin Architecture for design, permitting, and construction management of a project to provide an office for the Superior Court Administrator.

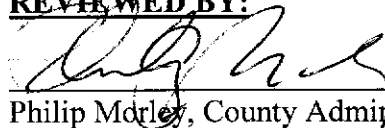
ANALYSIS: Presently the Superior Court Administrator shares very cramped office space with the elected County Clerk. The Court and Clerk functions are two distinct functions under state law, and should be physically separate. Creating office space for the Superior Court Administrator accomplishes this separation, and also provides the elected Clerk private office space in which she may conduct confidential meetings with her staff or members of the public.

Under the proposed agreement, Terrapin Architecture will provide design, permitting and construction management services for creating an office for the Superior Court Administrator. Terrapin has extensive experience designing work for historic buildings, and was selected from our Services Roster. The contract has received risk management and legal approval.

FISCAL IMPACT: Adequate funds for this project already exist within the adopted County budget and are proposed for transfer and specific allocation to this project in the third quarter appropriation for Construction and Renovation.

RECOMMENDATION: Review and approve the enclosed professional services agreement.

REVIEWED BY:


Philip Morley, County Administrator

10/3/12
Date

PROFESSIONAL SERVICES AGREEMENT
TERRAPIN ARCHITECTURE – SUPERIOR COURT ADMINISTRATOR OFFICE PROJECT

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 Superior Court Administrator Office project designated in Exhibit A: Proposal For Architectural Services, attached hereto and incorporated as part of this Agreement.
2. Scope of Services. Consultant agrees to perform the services identified on Exhibit A: Proposal For Architectural Services, attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time of Performance. Work under this Agreement 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 Exhibit B: Schedule, 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 Exhibit A: Proposal For Architectural Services, Exhibit “A” attached hereto, provided that the total amount of payment to Consultant shall not exceed \$7,000 plus change orders as noted in 4.b.
 - 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 written 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 \$1,000 to the compensation set in 4.a. above. Any changes to the scope of work that would cause total compensation to exceed \$7,000 plus \$1,000 shall first require a written amendment to this Agreement executed by both parties.
 - 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 Agreement 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 work products and services specified herein, including but not limited to permit submittals and copies of construction plans and as-built drawings. The County shall be responsible for all permit fees and the costs of copies, mailing, etc. for the construction bid process.
 - 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:
- 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. Agreement Expiration. This Agreement shall run through completion of the project or March 31, 2013, whichever comes first, unless extended by mutual written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of October, 2012.

Jefferson County Board of Commissioners

Terrapin Architecture

By: John Austin, Chairman



By: Richard Berg, Architect

SEAL:

Date Signed: 10/3/12

ATTEST:

APPROVED AS TO FORM:

Raina Randall
Deputy Clerk of the Board

Date

 9/28/12

Date
David Alvarez
Deputy Prosecuting Attorney

**Scope of Services for Architectural Services:
Project: Administrative Office in Judges' Chambers**

Task	Projected hours and Cost	
<u>Design:</u>		
Project Administration:	3 hours @ \$110 per hour	\$330
User Input:	2 hours @ \$110 per hour	\$220
Project Design:	5 hours @ \$110 per hour	\$550
Mechanical/Elect. Design:	3 hours @ \$110 per hour	\$330
Drafting:	10 hours @ \$60 per hour	\$600
Specifications:	9 hours @ \$110 per hour	990
Cost Estimating:	Subcontract	\$500
		\$3,520
<u>Permits and Bid Process:</u>		
Permit documents/submittal:	3 hours @ \$110 per hour	\$330
Review bid documents:	11 hours @ \$110 per hour	\$220
(Plans and specifications for bid documents prepared by Terrapin, Terrapin to review remainder of bid request documents prepared by County)		
Addendums:	3 hours @ \$110 per hour	\$330
Bid opening:	1 hour @ \$110 per hour	\$110
Review bids:	2 hours @ \$110 per hour	\$220
		\$1,210
<u>Construction:</u>		
Pre-construction meeting:	2 hours @ \$110 per hour	\$220
Check shop drawings:	3 hours @ \$110 per hour	\$330
Weekly meeting and report:	2 hours/week, 6 weeks @ \$110/hour	\$1,320
Punch List:	3 hours @\$110 per hour:	\$330
		\$2,200
Total projected architectural fee:		\$6,930

SCHEDULE

Task	Target Completion Date
Design: <ul style="list-style-type: none">• Project Administration• User Input• Project Design• Mechanical/Electrical Design• Drafting & Specifications• Cost Estimating	<ul style="list-style-type: none">• On-going• October 12, 2012• October 19, 2012• October 24, 2012• October 26, 2012• November 2, 2012
Permit documents/submittal	November 5, 2012
Bid Process: <ul style="list-style-type: none">• Review bid documents <p>(Plans and specifications for bid documents prepared by Terrapin, Terrapin to review remainder of bid request documents prepared by County)</p> <ul style="list-style-type: none">• Addendums• Bid opening:• Review bids:	<ul style="list-style-type: none">• November 2, 2012• November 9, 2012• November 16, 2012• November 19, 2012
Construction: <ul style="list-style-type: none">• Pre-construction meeting• Check shop drawings• Weekly meeting and report • Punch List	<ul style="list-style-type: none">• November 21, 2012• November – December• December – as agreed by Facilities Foreman, but no later than 03/31/2013• As agreed by Facilities Foreman, but no later than 03/31/2013