

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FG*

Agenda Date: April 8, 2013

Subject: Contract for 60% Design Review, Port Hadlock Wastewater Facility

Statement of Issue:

The objective of the consulting assignment is to provide a peer evaluation of the 60% design documents for completeness, accuracy, cohesion between the drawings and specifications, items that can be misinterpreted, items that could cause future change orders, and constructability.

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

Review of 60% design documents will provide a more complete and accurate set of future bid documents. The consultant conducted a Value Engineering study at the 30% design stage and is qualified to perform this 60% document review.

Fiscal Impact/Cost Benefit Analysis:

Peer review of the 60% Design documents will increase the reliability of the finished set of bid documents thereby reducing future costs from errors or change orders. The estimated cost is \$18,162.

Recommendation:

Public Works recommends the Board execute the service 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

3/18/13
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 Design Review Services for review of 60% 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 receipt of a Purchase Order shall constitute said notice. 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 May 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 on the basis of the negotiated hourly rates as shown in Exhibit "B". Direct non-salary costs will be reimbursed at the actual cost to the Consultant. The total amount of payment to Consultant shall not exceed \$18,162 without express written modification of the agreement signed by the County.
 - b. 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.
 - c. 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.
 - d. The Consultant's records and accounts pertaining to this agreement are to be kept

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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. 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, 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. 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 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 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

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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 (M&C);
- 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 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

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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.

All insurance requirements stated in this Section 8 shall also be made part of any contract between the Consultant and any Sub Consultant. Automobile third party liability policy limits may be reduced at request of the Sub Consultant.

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

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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 60% Design Review is the identification and presentation of recommendations for improvement of project bid documents, 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 the Consultant's negligence in the performance of the 60% Design Review work itself, and only to the extent that such negligence damages the County.

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SIGNATURE PAGE

DATED this _____ day of _____, 201_____.

Consultant

DAVID A. HAMILTON
(Please print)

[Signature]
(Signature)

3-29-13
Date

County of Jefferson
Board of Commissioners

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to form only:

David Alvarez 3/27/13
Date
Deputy Prosecuting Attorney

[Signature] 3/29/13
Date
Frank Gifford
Public Works Director

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**SCOPE OF WORK
PORT HADLOCK WASTEWATER FACILITY
60% DESIGN PEER REVIEW**

WORK TO BE PERFORMED

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

60% DESIGN REVIEW

RSRI will review 60% Design documents for completeness, accuracy, cohesion between the drawings and specifications, items that can be misinterpreted, items that could effect change orders, and constructability.

The County will distribute the project documents and materials to be studied to the review team members at least one working day prior to commencement of the review period.

REVIEW

RSRI will conduct up to a four (4) day review by two persons (up to 32 hours each).

DELIVERABLES--RESULTS DOCUMENT

RSRI will consolidate the reviewer comments into a single document, with comments sorted by document, and by page, specification number or drawing number within each document. RSRI will provide Jefferson County and Tetra Tech each with a PDF version of a letter report, along with an electronic MS Excel formatted list of the RSRI review comments. Other methods for transmitting comments may be used if mutually agreeable between the County and RSRI.

SCHEDULE

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

- | | |
|----------------|--|
| Design Review: | Commence from Notice to Proceed (NTP) to four (4) days after NTP |
| Report: | Deliver Review Report within five (5) days after completion of Design Review |

