

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
FROM: Philip Morley, County Administrator
DATE: July 15, 2013
RE: Amendment #2 - Professional Services Agreement with Terrapin
Architecture for Superior Court Administrator Office Project; \$3,500

STATEMENT OF ISSUE: Board of County Commissioners approval is requested for Amendment #2 to the professional services agreement with Terrapin Architecture for the Superior Court Administrator Office Project, adding a second construction bid solicitation to the scope of work; adding \$3,500 to conduct the second bid, and extending the contract to January 31, 2014.

ANALYSIS: The first bid solicitation for this project did not result in a bid within budget. Amendment #2 provides for project management services by Terrapin Architecture to prepare and conduct a second bid solicitation using the County's small works roster. The construction scope of work is divided into alternatives to give the County the option of partially reducing the scope of the project if that would be needed to stay within budget.

The proposed Amendment #2 amends Terrapin's scope of work to include project management for the second bid; amends the payment provisions by adding \$3,500 to the project total for conducting the second bid, and extends the Agreement to January 31, 2014.

FISCAL IMPACT: The \$3,500 in additional funds would be from the Construction and Renovation Fund. Adequate fund balance is available.

RECOMMENDATION: Review and approve the enclosed Amendment #2 to the professional services agreement.

REVIEWED BY:


Philip Morley, County Administrator

7/9/13
Date

**AMENDMENT #2 – PROFESSIONAL SERVICES AGREEMENT
TERRAPIN ARCHITECTURE – SUPERIOR COURT ADMINISTRATOR OFFICE PROJECT**

This Amendment #2 is by and between Jefferson County, hereinafter known as "County," and Terrapin Architecture, hereinafter referred to as the "Consultant."

WHEREAS, the County and Consultant entered into an Agreement on October 8, 2012 for professional services for the Superior Court Administrator Office Project, and executed Amendment #1 on January 7, 2013; and

WHEREAS, the parties desire to amend the terms of that Agreement; and

NOW, THEREFORE, IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN that the Agreement executed on October 8, 2012 as amended by Amendment #1 executed on January 7, 2013, is hereby amended as follows:

1. Section 1. Project Designation is hereby amended to read:

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: Scope of Work for Architectural Services and Exhibit A-2: Project Manager Scope of Work, attached hereto and incorporated as part of this Agreement.

2. Section 2. Scope of Services is hereby amended to read:

2. Scope of Services. Consultant agrees to perform the services identified on Exhibit A-1: Scope of Work for Architectural Services and on Exhibit A-2: Project Manager Scope of Work, attached hereto, including the provision of all labor, materials, equipment and supplies.

3. Section 3. Time of Performance is hereby amended to read:

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 for Architectural Services in Exhibit B-1, and the Schedule for Project Management Services in Exhibit B-2.

4. Section 4. Payment is hereby amended to read:

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 not exceed the subtotal of \$15,500 for subsections 4.b and 4.c, plus \$1,000 for all change orders under subsection 4.d, for a grand total of no more than \$16,500 for this Agreement.
 - b. For work performed pursuant Exhibit A-1: Scope of Work for Architectural Services, attached hereto, payment for the work provided by the Consultant shall be made as provided therein, not to exceed \$5,610 except for change orders as noted in 4.d.
 - c. For work performed pursuant Exhibit A-2: Project Manager Scope of Work, attached hereto, payment for the work provided by the Consultant shall be made for actual hours worked and invoiced at \$110.00 per hour, not to exceed \$9,890 except for change orders as noted in 4.d.
 - d. 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 the sum of change orders approved by the Facilities Foreman under this Agreement total more than \$1,000 without prior written amendment to this Agreement executed by both parties.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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. Section 14. Agreement Expiration is hereby amended to read:

14. Agreement Expiration. This Agreement shall run through completion of the project or January 31, 2014, whichever comes first, unless extended by mutual written agreement executed by both parties.

6. All other terms and conditions of the original Agreement executed on October 8, 2012, as amended by Amendment #1 executed on January 7, 2013 will remain the same.

APPROVED and signed this day of July, 2013.

Jefferson County Board of Commissioners

Terrapin Architecture

By: John Austin, Chairman



By: Richard Berg, Architect

SEAL:


Date Signed: July 3, 2013

ATTEST:

APPROVED AS TO FORM:

Carolyn Avery
Deputy Clerk of the Board

Date



David Alvarez
Deputy Prosecuting Attorney

7/8/13
Date

**Scope of Work 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
Punch List:	3 hours @\$110 per hour:	\$330
		\$880
Total projected architectural fee:		\$5,610

Project Manager Scope of Work

I: Pre-Construction:

1. First Bid Solicitation
 - a. Write Contractor's Scope of Work for the project (Attachment "A" to Project Manual)
 - b. Assemble Project Manual (Division 0 and part of Division 1 provided by Dept. of Central Services, other part of Division 1 and Division 2-16 provided by Terrapin Architecture PC.)
 - c. Select several contractors from Small Works roster (or add to Small Works Roster) and list roughly in order of preference.
 - d. Call contractors and solicit bids until there are 3 bidders.
 - e. Schedule walk-through for contractors week of January 2-4, coordinate walk-through with occupants of Judge's office and Jeff Monroe of Central Services.
 - f. Answer questions from contractors.
 - g. Issue addenda, if necessary.
 - h. Hold bid opening on January 18, meet with County officials to review bids, recommend successful bidder.
 - i. Forward successful bid (if any) to County administration for Legal and Risk Management reviews; notify unsuccessful bidder(s).
2. Second Bid Solicitation
 - a. Revise plans and Contractor's Scope of Work to incorporate Addenda;
 - b. Revise and assemble Project Manual
 - c. Recruit additional contractors for Small Works roster and solicit bids from all eligible qualified firms.
 - d. Conduct walk-through for contractors, coordinate walk-through with occupants of Judge's office and Jeff Monroe of Central Services.
 - e. Answer questions from contractors.
 - f. Issue addenda, if necessary.
 - g. Hold bid opening, meet with County officials to review bids, recommend successful bidder.
 - h. Forward successful bid to County administration for Legal and Risk Management reviews.

- i. Submit contract to Commissioner's office for inclusion in County Commissioner meeting agenda.
- j. Issue Notice to Proceed upon approval of contract by Commissioners. Schedule Pre-construction meeting with contractor as soon as possible.

II: During Construction:

1. Coordinate as needed to assure that Building Permit is issued and paid for.
2. Coordinate on an ongoing basis with Clerk's office and Superior Court office regarding availability of workspace, timing, noise restrictions, etc.
3. Meet with contractor at beginning of contractor's work day each day to review that day's proposed work, answer questions, coordinate with Judge's office if necessary.
4. Coordinate with Jeff Monroe of Central Services with regard to connecting new services to existing building systems as required, paint colors, finish products, attic access, etc.
5. Weekly meetings with Architect will be eliminated. (The line item for weekly meetings will not be billed under Architectural contract. Some Architect time will still be needed during construction for any revised drawings and/or details that may be needed. This will be billed hourly.)
6. Review and approve change authorizations and change orders, if any
7. Review and approve contractor's applications for payment.
8. Coordinate with Central Services regarding keying and installation of cores.
9. Create punch list, review punch list corrections.
10. Coordinate with City of Port Townsend DSD regarding inspections and certificate of occupancy.
11. Provide any training and information necessary to occupants of remodeled space.

III: Post-Construction:

1. Miscellaneous Project Management tasks at conclusion of project. Coordinate with County Administration to close out contract.
2. Work with contractor to resolve post-occupancy questions and issues, if any.

SCHEDULE for ARCHITECTURAL SERVICES

Architectural Scope 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
First Bid Solicitation: <ul style="list-style-type: none"> • Review bid documents <small>(Plans and specifications for bid documents prepared by Terrapin, Terrapin to review remainder of bid request documents prepared by County)</small> • Addendums • Bid opening: • Review bids: 	<ul style="list-style-type: none"> • January-February, 2013 – as agreed by Facilities Foreman, but no later than 02/28/2013 • January-February, 2013 • January-February, 2013 • January-February, 2013
Second Bid Solicitation: <ul style="list-style-type: none"> • Issue Re-bid • Addendums • Bid opening: • Review bids: 	<ul style="list-style-type: none"> • May, 2013 • June-July, 2013 • July, 2013 • July, 2013
Construction: <ul style="list-style-type: none"> • Pre-construction meeting • Check shop drawings • Punch List 	<ul style="list-style-type: none"> • August, 2013 • Sept.-December, 2013 • December, 2013 – as agreed by Facilities Foreman, but no later than 01/31/2014

SCHEDULE for PROJECT MANAGEMENT SERVICES

Architectural Scope Task	Target Completion Date
Pre-Construction Services	<ul style="list-style-type: none">• January-July, 2013 – as agreed by Facilities Foreman, but no later than 08/31/2013
Construction Services	<ul style="list-style-type: none">• Sept.-Dec., 2013 – as agreed by Facilities Foreman, but no later than 01/31/2014
Post-Construction Services	<ul style="list-style-type: none">• December, 2013 – as agreed by Facilities Foreman, but no later than 01/31/2014