


Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Monte Reinders, P.E. 
Public Works Director/County Engineer

Agenda Date: November 18, 2013

Subject: Professional Services Agreement with Olympic Wetland Resources Inc.
For Various County Projects

Statement of Issue:

The issue is a need for wetland biologist services in order to meet project compliance with local, state, and federal wetland regulations and permits.

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

This agreement will facilitate the required wetland biologist services to be provided by the consulting firm Olympic Wetland Resources, Inc. from Port Townsend.

Fiscal Impact/Cost Benefit Analysis:

This agreement provides for wetland biologist services for anticipated Jefferson County Public Works projects through December 31, 2016. The maximum amount payable for each project will be individually negotiated in subsequent formal Task Assignment Documents, at the time that each project requires wetland biologist services work to be done. Approval of each Task Assignment Document will be by the Public Works Director. No minimum amount of work is guaranteed by this agreement.

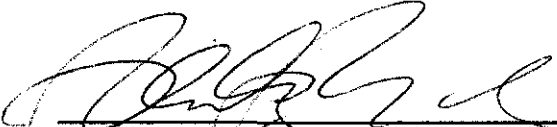
Recommendation:

The Board is asked to sign the three contract originals, and return two to Public Works (attn. Valerie Greene)

Department Contact:

Valerie Greene, 385-9189

Reviewed By:


Philip Morley, County Administrator

11/13/13
Date

PROFESSIONAL SERVICES AGREEMENT FOR

Wetland Biologist Services

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County", and Olympic Wetland Resources, Inc, 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 professional consultant services for Various County projects.
2. Scope of Services. Consultant agrees to perform by Task Order the scope of services identified on Exhibit "A" attached hereto.
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 fully executed Task Order Document shall constitute said notice. Consultant shall perform all services and provide all work product required pursuant to this agreement by December 31, 2016.
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 "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$25,000 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 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.
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. Commercial 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 performance of the contract.

Said liability policy shall name the County of Jefferson as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this agreement.

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 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:

Olympic Wetland Resources, Inc.
856 50th Street
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 _____, 201_____.

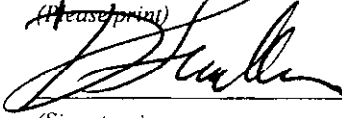
Consultant

County of Jefferson

OLYMPIC WETLAND RESOURCES

Board of Commissioners

(Please print)



(Signature)

John Austin, Chair

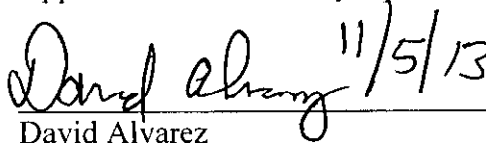
11/12/2013

Date

Phil Johnson, Member

David W. Sullivan, Member

Approved as to form only:

 11/5/13

David Alvarez

Date

Deputy Prosecuting Attorney



Monte Reinders, P.E.

Date

Public Works Director/County Engineer

11/12/13

EXHIBIT A
Scope of Work
(Task Order Agreement)

Each item of work under this agreement will be provided by task assignment. Each assignment will be individually negotiated with the Consultant. The amount established for each assignment will be the maximum amount payable to that assignment unless modified in writing by the County. The County is not obligated to assign any specific number of tasks to the Consultant, and the County's and Consultant's obligation hereunder are limited to tasks assigned in writing.

Task assignments made by the county shall be issued in writing by a formal Task Assignment Document similar in format to the example included in Exhibit A-1. An assignment shall become effective when a formal Task Assignment Document is signed by the Consultant and the County.

Task assignments may include, but are not limited to, the following: wetland determinations; wetland delineations; wetland mitigation planning; wetland monitoring; vegetation assessments.

EXHIBIT A-1 (EXAMPLE)

TASK ASSIGNMENT DOCUMENT

Task Number _____

The general provisions and clauses of Agreement xxx shall be in full force and effect for this Task Assignment.

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:

(Note attachments and give brief description)

Work on this Task Order may begin immediately following the Notice to Proceed, delivered to the CONSULTANT by the AGENCY.

Project Manager Review

Date

Engineering Services Manager Review

Date

Consultant Approval

Date

County Engineer/Public Works Director Approval

Date

EXHIBIT B
Consultant Fee


Wetland biologist	\$95.00 total hourly rate
Mileage	per the current Jefferson County rate
Reimbursable expenses	per receipt and/or invoice

EXHIBIT C
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph I(B) of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): **Olympic Wetland Resources, Inc.**

11/12/2013
(Date)



(Signature) President or Authorized Official of Consultant