

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford *FG*
Central Services Director

Agenda Date: July 7, 2014

Subject: Jefferson County Jail - Fire Alarm Replacement Project
Execution of Consultant Contract
County Project No.: 301 594 1901

Statement of Issue: The execution of the contract for consulting services with Hultz-BHU Engineers Inc., of Tacoma, Washington. This project will replace and upgrade the Fire Alarm system at the Jefferson County Jail.

Analysis/Strategic Goals/Pro's & Con's: This contract will provide consulting services from the bidding phase through to the completion of construction.

Fiscal Impact/Cost Benefit Analysis: This Consulting contract is in the amount of \$7,100. This project is funded with local funds.

Recommendation: We recommend that this Consultant Contract be approved by the Board of Commissioners. Please sign all three (3) Change Order originals and return two (2) originals to Central Services, retaining one original for your records.

Department Contact: Gordon D. Ramstrom, Architectural Projects Planner, 385-9380

Reviewed By:

Philip Morley
Philip Morley, County Administrator

7/2/14
Date

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County", and Hultz-BHU Engineers Inc., 2407 North 31st Street, Tacoma, Washington, 98407 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 fire alarm consulting services for the Jefferson County Jail – Fire Alarm Replacement Project.
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 "C". This agreement is to remain in effect through June 30, 2015.
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 Seven thousand one-hundred dollars (\$7,100.00) 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

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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, 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.

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.

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.

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To the extent the Consultant, or anyone acting on the Consultant's behalf in furtherance of the Scope of Work made part of this Contract or in furtherance of this Contract is licensed or regulated by the State of Washington, then the Consultant shall provide to the County proof of professional liability (errors and omissions) insurance relevant to the professional's vocation in the amount of not less than \$1 million per occurrence.

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.

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 hazardous contracts and specific service agreements.

Any insurance coverage for third party liability claims provided to the County by a “Risk Pool” created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Consultant must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Consultant refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon the Consultant’s failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the 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 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
Central Services Department
1820 Jefferson Street
Port Townsend, WA
98368
- Notices to Consultant shall be sent to the following address:
Hultz – BHU Engineers Inc.
2407 North 31st Street, Suite 200
Tacoma, WA
98407
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.

Exhibit A

**Scope of Work/ Fee Estimate
Project No. 301 594 1901**

	Task and Fee Schedule	Fee
1	Bidding phase	\$1,200.00
2	Review and respond to Submittals & wQl during construction phase	\$800.00
3	Ste meetings during construction phase a. Prepare for Bidding walk thru b. Pre-Bid Conference for Bidders c. Pre-Construction Meeting d. Ste review visit e. Punch list review	\$4,000.00
4	Punch List	\$600.00
5	Project Closeout	\$500.00
	TOTAL	\$7,100.00

NOTE

1. See Exhibit C for project timeline
2. COST: The cost will be for actual hours work only, based on the Rate Schedule Exhibit-B

Exhibit B

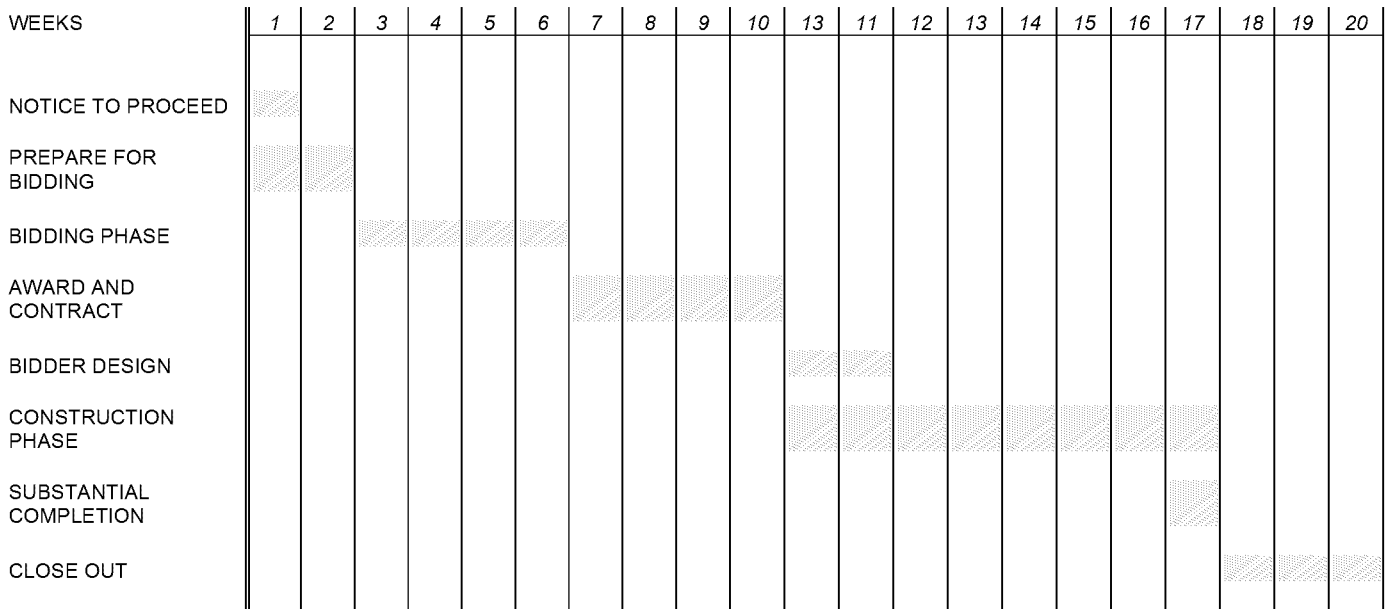
**Fee Schedule
Hourly Billing Rates**

Principal	=	\$150.00
Senior Engineer	=	\$135.00
Project Engineer	=	\$110.00
Designer	=	\$90.00
Drafter	=	\$80.00
Clerical	=	\$50.00

**Exhibit C
Timeline
Project No. 301 594 1901**

JCSO FIREALARM
PANEL
TIMELINE

2014



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