

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: February 20, 2024

Subject: Supplement No. 1 – Van Aller Surveying for Phase I – Site Preparation, Earthwork, and Utilities for Port Hadlock Sewer Project

Statement of Issue: Supplement No. 1 for construction surveying/staking for Phase I – Site Preparation, Earthwork, and Utilities for the Port Hadlock sewer project.

Analysis/Strategic Goals/Pro's & Con's: The additional construction staking is for the paving of Lopeman Rd., and additional construction staking which was not included in the original agreement (i.e., fencing, mitigation plants, etc.).

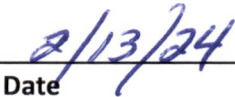
Fiscal Impact/Cost Benefit Analysis: The supplement amount is \$5,000, therefore, after the supplement the total Agreement amount will be \$35,000. This supplement is funded with Department of Commerce funds.

Recommendation: Please sign three (3) originals of the contract and return two (2) fully executed originals to Public Works.

Department Contact: Samantha Harper, P.E., Wastewater Project Manager, Ext. 175

Reviewed By:


Mark McCauley, County Administrator


Date

Supplemental Agreement Number: 1	Organization, Address, and Phone: Van Aller Survey PO Box 757 Carlsborg, WA 98324	
Agreement Number:		
Project Number 405-2114-0	Execution Date: 3/20/2023	Completion Date: 3/31/2024
Project Title Construction Survey/Staking – Port Hadlock Wastewater Phase I – Site Prep., Earthwork, and Utilities	New Maximum Amount Payable: \$35,000	
Description of Work: Construction surveying/staking for the Port Hadlock Phase I		

SUPPLEMENTAL AGREEMENT

The Local Agency of Jefferson County Public Works hereby amends the agreement with Van Aller Surveying (“the Agreement”), originally executed on March 30, 2023 (and later amended through Supplemental Agreement(s) N/A, executed on N/A (“this Supplemental Agreement”).)

All provisions in the Agreement remain in effect, except as expressly modified by this Supplemental Agreement.

The changes to the Agreement are described as follows:

I.

Scope of Services is hereby changed to read:

Add Scope of Work for the added construction scope which includes the paving of Lopeman Rd., extension of sewer service to Cotton/Shold and items not included in the original scope (i.e., fencing, mitigation planting, etc.)

II.

Time of Performance is hereby changed to read:

The Agreement shall terminate on March 31, 2024 unless amended in writing prior to this date.

III.

Payment is hereby changed to read:

Add \$5,000.00 for the work described in Section I above.

This Supplemental Agreement shall be effective upon execution by both parties. Work performed consistent with the Agreement prior to execution of this Supplemental Agreement is hereby ratified.

In witness whereof, the parties hereto have executed this Supplemental Agreement Number 1 as shown below.

VAN ALLER SURVEYING

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Brian Van Aller, PLS
Consultant's Name *(Please print)*

Kate Dean, District 1 Date

Brian Van Aller
Consultant's Signature

Heidi Eisenhour, District 2 Date

2-8-24
Date

Greg Brotherton, District 3 Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

Monte Reinders, P.E. 2-9-24
Date
Public Works Director/County Engineer

VAN ALLER SURVEYING

**P.O. Box 757
Carlsborg, WA. 98324
(360) 683-3438 Fax (360) 683-3241**

Date: February 7, 2024

Client: Jefferson County Dept. of Public Works
623 Sheridan Street
Port Townsend, WA 98368

Submitted by: Van Aller Surveying
WA Lic. #35986, Certified Federal Surveyor #1061
P.O. Box 757
Carlsborg, WA 98324

Project: Port Hadlock UGA Phase 1, Site Preparation and Earthwork

Scope of additional work for Jefferson County project #405-2114-0
(Construction staking Port Hadlock Wastewater Phase I)

The work under this proposal consists of all survey work necessary to complete the construction staking of the Port Hadlock UGA Phase 1 project.

The additional work consists of setting blue tops for paving of Lopeman Rd., staking a 2" sewer service to Cotton/Shold, fencing staking around percolation pond, staking mitigation planting, etc.

The costs for the additional work will not exceed \$5,000.

Field Construction staking (stake above mentioned items)
Two-Man Survey Crew (Van Aller, Gillespie) 25 hrs X \$195/hr = \$4,875

TIME

The consultant requires a 2 business day advance notice of staking requests for scheduling and calculation purposes.

GENERAL REQUIREMENTS

The consultant shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this proposal. The consultant shall indemnify and hold the Client, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the consultant's negligence or breach of any of its obligations under this proposal.

INSURANCE COVERAGE

The consultant during the term of this proposal shall provide the following Insurance coverages.

- A. Worker's compensation and employer's liability insurance as required by the state.
- B. General commercial liability insurance in an amount not less than a single limit of \$1,000,000.00 for bodily injury, including death and property damage per occurrence.
- C. Professional Liability Insurance with limits no less than \$2,000,000.00 limit per occurrence.
- D. Automobile Liability insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

LIST OF CHARGES FOR PROFESSIONAL SERVICES

Professional services

Classification – Office services

Professional Land Surveyor	\$125.00/hr
Survey Technician III	\$ 75.00/hr

Classification – Field Services

Two-Man Survey Crew	\$195/hr
One-Man	\$140/hr

Outside Professional Consultants and Services

(when paid by Van Aller) Cost + 5%

2019-PW 3.20.23

Revised: 2029

PROFESSIONAL SERVICES AGREEMENT FOR
Construction Surveying/Staking - Port Hadlock Wastewater
Phase I - Site Preparation, Earthwork, and Utilities
Project 405-2114-0

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Van Aller Surveying ("the Consultant"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Consultant is retained by the County to perform Construction surveying/staking for the Port Hadlock Wastewater Phase I - Site Preparation, Earthwork, Site Utilities 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 Agreement shall commence upon the giving of written notice by the County to the Consultant to proceed. The Consultant shall perform all services and provide all work products required pursuant to this Agreement on the dates listed on Exhibit "A". Time is of the essence in the performance of this Agreement.
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 \$ 30,000 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. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment of Consultant invoices shall be within 30 days of receipt by the County for any services not in dispute based on the terms of this Agreement.
 - 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.

Van Aller Surveying

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 coverage for products and completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Professional Liability Insurance. The Consultant shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an “occurrence” form. If the professional liability policy is “claims made,” then an extended reporting period coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Consultant’s sole expense. The Consultant agrees the Consultant’s insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.

The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.

Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The Consultant shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. 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. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Failure of the Consultant to take out or maintain any required insurance shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance

The Consultant shall include all subconsultants as insured under its insurance policies or shall furnish separate certificates and endorsements for each subconsultant. All insurance provisions for subconsultants shall be subject to all the requirements stated herein.

The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

The Consultant shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested.

The Consultant shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

9. Worker's Compensation (Industrial Insurance).

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, the Consultant shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request.

Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.

This coverage shall extend to any subconsultant that does not have their own worker's compensation and employer's liability insurance.

The Consultant expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Consultant.

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.

14. No Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
15. 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.
16. 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.
17. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County 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:
Brian Van Aller
PO Box 757
Carlsborg, WA 98324
(360) 683-3438
18. 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. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting

28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Consultant agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Consultant further agrees that upon receipt of any written public record request, Consultant shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

EXHIBIT A

VAN ALLER SURVEYING

P.O. Box 757
Carlsborg, WA. 98324
(360) 683-3438 Fax (360) 683-3241

PROFESSIONAL SERVICES PROPOSAL

Date: February 20, 2023

Client: Jefferson County Dept. of Public Works
623 Sheridan Street
Port Townsend, WA 98368

Submitted by: Van Aller Surveying
WA Lic. #35986, Certified Federal Surveyor #1061
P.O. Box 757
Carlsborg, WA 98324

Project: Port Hadlock UGA Phase 1, Site Preparation and Earthwork

Scope of Services

The work under this proposal consists of all survey work necessary to complete construction staking of the Port Hadlock UGA Phase 1 project.

The work under this proposal consists of all staking necessary for construction of the Phase 1 Port Hadlock sewer project to ensure that the project is constructed at the proper location and grades. The horizontal and vertical datums for the project will be consistent with the work previously performed by this office and Tetra Tech.

Costs Port Hadlock UGA (Phase 1)

Task 1- Office construction staking preparation	\$3,250
A. Coordinate work	
B. Autocad manipulation and point calculations (uploads)	
Task 2- Field construction staking	\$25,800
A. Set clearing limits	
B. Stake pipeline including bends, invert elevations and structures	
C. Stake the sheet pile wall at Sta. 12+25	
D. Stake roadway from Lopeman Road to Phase 2 boundary	
E. Stake Percolation Pond at South side of Lopeman Road	
F. Miscellaneous staking (JPUD vaults, fencing, etc.)	
Materials (Hubs, lath, flagging, paint)	<u>\$825</u>
Project Total:	\$29,875

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: March 20, 2023

Subject: Construction Surveying/Staking - Van Aller Surveying
Port Hadlock Wastewater Phase I - Site Preparation, Earthwork,
and Utilities

Statement of Issue: Contract for construction surveying/staking during construction of the Port Hadlock Wastewater Phase I - Site Preparation, Earthwork, and Utilities project.

Analysis/Strategic Goals/Pro's & Con's: Van Aller Surveying will set grade stakes during construction of this project so that the Contractor can build the project according to the design plans.

Fiscal Impact/Cost Benefit Analysis: \$30,000. Funding comes from the County ARPA funds dedicated to this project.

Recommendation: Please sign three (3) originals of the contract and return two (2) fully executed originals to Public Works.

Department Contact: Monte Reinders x242

Reviewed By:


Mark McCauley, County Administrator

3/14/23
Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Van Aller Surveying

Contract No: PA 2023-007

Contract For: Construction Staking Services

Term: 12/31/2023

COUNTY DEPARTMENT: Public Works
Contact Person: Monte Reinders
Contact Phone: 3603859242
Contact email: mreinders@co.jefferson.wa.us

AMOUNT: \$50,000

Revenue: 50,000 (County ARPA)

Expenditure: 50,000 (405-2114-0)

Matching Funds Required: 0

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- ☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☒ Other: MRSC Consultant Roster

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Monte Reinders

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Monte Reinders

Digitally signed by Monte Reinders
DN: C=US,
E=mreinders@co.jefferson.wa.us,
O=Jefferson County Public Works,
OU=Public Works Director,
CN=Monte Reinders
Reason: I am approving this document
Date: 2023.01.30 14:59:08-08'00'

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 1/31/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved as to form by PAO on 2/2/2023.
Pre-approved contract form.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL