

CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Development

DATE: October 19, 2015

REQUESTED ACTION:

Approve contract for consulting engineering services

Consent Hearing County Manager

BACKGROUND

The Building Safety program does not have a structural engineer on staff to review engineered plans. As such, Community Development contracts with third party structural engineers. This request adds a third structural that the Chief Building Official can call on for services.

COUNCIL POLICY IMPLICATIONS

There are no policy implications.

ADMINISTRATIVE POLICY IMPLICATIONS

This structural engineer is enrolled in our county database for consultants & engineers and has been approved per our consulting policies.

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.


BUDGET DETAILS

Local Fund Dollar Amount	\$25,000
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Grant Fund Dollar Amount	
Account	
Company Name	

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Diana L. Hintz, OAH
Building Safety Program



Marty Snell, Director
Community Development

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: 
Mark McCauley, Acting County Manager

DATE: 10/26/15

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Building Safety budgets for third party engineering consultants. The \$25,000 falls within the existing budget authority for 2015/2016

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1011.000.588.558550.419.000000		\$25,000		\$50,000		\$50,000
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Fee revenue covers the cost of providing the third party consulting engineers

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
1011.000.588.558550.419.000000			\$25,000		\$50,000		\$50,000
Total							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		\$25,000		\$50,000		\$50,000
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						

CONTRACT

THIS AGREEMENT, entered this 1st day of January 2015, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Associated Consultants, Inc. after this called "Contractor."

WITNESSETH

WHEREAS, the contractor has been chosen through a competitive process by the County and the expertise to provide "describe the service"

WHEREAS, Clark County does not have available staff nor the expertise to provide such services for the benefit of the services of Clark County, NOW,

THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as follows:

A. Generally: To provide professional services for Clark County, and to perform those services more particularly set out in the attached proposal attached hereto and incorporated herein by this reference as Exhibit "A."

2. Time. The contract shall be deemed effective beginning 06/01/2015 and ending 12/31/2015. Reproducible documents shall be delivered to the County on or before 12/15/2015

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the following schedule:

A. Fees paid Contractor shall be those fee schedules set forth in Exhibit "A."

The parties mutually agree that in no event shall the amount of billing exceed \$ 25,000 without prior written approval of the County.

4. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this

indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Insurance: The Contractor shall also provide to Clark County proof of a professional errors and omissions insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence. It should be an occurrence based policy. If the policy is claims based, then Extended Reporting Period Coverage shall be purchased for three (3) years after the end of the contract.

The Contractor shall provide to Clark County a copy of commercial general liability insurance to protect against legal liability arising out of Contract activity. Such

insurance shall provide a minimum of \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit.

This insurance as well as all workers' compensation coverage for compliance with WAC 51 must cover Architect operations under this Contract, whether such operations be by Architect or by any subcontractor or anyone directly or indirectly employed by either of them.

If the Contractor or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Contractor through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Contractor does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Contractor letterhead shall be submitted by the Contractor.

10. Contract Documents. Contract documents consist of this agreement and Exhibit "A," which consists of a Proposal for Professional Services and an attached fee schedule. Where provisions of the contract and provisions of the Proposal for Professional Services are inconsistent, the provision contained in the contract shall be controlling.

11. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

12. Changes. County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

13. Governing Law. This agreement shall be governed by the laws of the State

of Washington. Venue for any litigation shall be Clark County, Washington.

14. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, Contractor agrees to keep such information confidential.

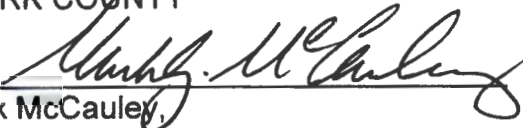
15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Contract further covenants that in the performance of this agreement, no person having such interest shall be employed.

16. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

17. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

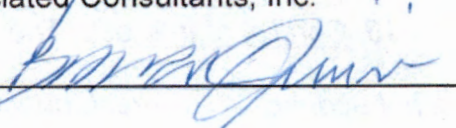
IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

CLARK COUNTY



Mark McCauley,
County Manager

Associated Consultants, Inc.

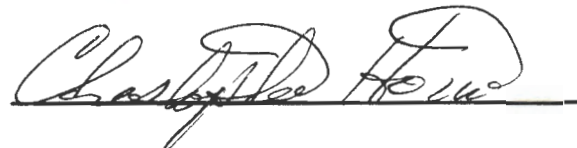
By 

Printed Name: Babrak Amiri

Title: Principal

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK

Clark County Prosecuting Attorney



Vendor/Contractor:

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

Yes

No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.

EXHIBIT "A"

COSTS FOR SCOPE OF SERVICES

Hourly Fee Schedule

Classification	Hourly Rate
Project Manager	\$85/Hour
Structural Engineer	\$79/Hour
Clerical	\$45/Hour

Hourly rates include all typical computers engineering analysis, CAD system use, and other supplies and equipment normally associated with in-house production of complete structural design documents. Unique project requirements such as special computer simulations, testing of materials or conditions, work performed in the field or other locations than the office will be negotiated at the time.

Costs such as plotting, reproduction of drawings, calculations, and reports, travel beyond 25 miles from the office, delivery charges, and similar costs will be in addition to the hourly rates and will be invoiced at direct cost with no premium or mark-up.