

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** General Services-Facilities

**DATE:** February 9, 2016

**REQUESTED ACTION:** To approve the Professional Services Contract with DLC Architecture LLC.

Consent     Hearing     County Manager

**BACKGROUND**

DLC Architecture LLC has been chosen through the MRSC consultant roster to provide architectural services for the Facilities Department for the Clark County Fairgrounds grandstand Restroom Renovation Feasibility Project, beginning upon contract execution and ending December 31, 2016. The billing from DLC Architecture LLC shall not exceed \$6,850.00 without prior written approval of the County. This study will be covered in our existing budget and facilities will be requesting additional budget in the next supplemental after this feasibility study is completed and we know the extent of the project cost to rebuild the existing damaged restrooms.

**COUNCIL POLICY IMPLICATIONS**

None

**ADMINISTRATIVE POLICY IMPLICATIONS**

None

**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	
Grant Fund Dollar Amount	

Account	Fund 5093 - Facilities
Company Name	

**DISTRIBUTION:**

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

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Michelle Schuster  
Administrative Services Manager II



Robert Stevens  
Director of General Services

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED:** \_\_\_\_\_  
**Mark McCauley, Acting County Manager**

DATE: \_\_\_\_\_

## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The architectural component of this project will be funding from the existing facilities budget and once the full cost of the project is know we will return to ask for project budget for the remaining cost to rebuild the existing restrooms.

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
<b>Total</b>						

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

### 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
<b>Total</b>							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>						



11815 NE 113<sup>th</sup> Street, Suite 104  
Vancouver, WA 98662  
360.601.9858

Feb. 3, 2016

## EXHIBIT 'A'

Mr. Dan Spencer, Project Manager  
Clark County Facilities Management  
P.O. Box 5000  
Vancouver, WA 98666

**RE: Scope of Work Proposal-  
Clark County Fairgrounds Grandstand Restroom Renovation Feasibility:**

Thank you for the opportunity to provide this proposal. We are flexible to meet your exact needs and provide whatever level of service you require.

**Project Scope Summary:**

This proposal summarizes and documents our scope of services and understanding to provide limited professional services to review the feasibility to renovate the existing restrooms below the Fairgrounds grandstand. We understand the County would like to rebuild the existing restrooms to utilize the same number of plumbing fixtures and their current locations. We also understand the County would like to rebuild the restrooms without thermal insulation and classify the space as "freeze-protection" only with the walls and ceiling/roof to be built with "weather barrier" type exterior wall/roof construction in generally the same location as the existing restrooms.

Services are generally anticipated to include a site visit to the building, preliminary code research at the project area, review existing drawings, preparation and review meeting with a County Plans Examiner to discuss the project and preparation of conceptual sketches to indicate possible improvements and preparation of preliminary direct-construction costs and budget.

**Scope of Work/ Fee with Standard Terms and Conditions of Contract/ Schedule of Hourly Rates:**

- 1- Proposed Scope of Work and Fees are outlined and summarized on the following pages.
- 2- Standard Terms and Schedule of Hourly Rates are attached below.

It is understood that the County's Standard Professional Services Contract Form or Purchase Order will be used for this agreement with our Scope of Work Proposal Letter and exhibits attached to the Contract Form.

If these limited professional services and Standard Terms and Conditions of Contract are acceptable, please issue our Contract form/ Purchase order authorization and we will include this project in our work schedule, upon receipt of our notice to proceed.

Please call me with any questions or if you need additional information. We are excited at the opportunity to provide services for this project and look forward to working with you and your team.

A handwritten signature in black ink, appearing to read 'David Commeree'.

David Commeree, AIA

**Basic Professional Services Summary:**

The basic terms of agreement and professional services scope of work/fees are summarized below for the specific professional services. The basis of our design services is understood to be as summarized below:

1. Attend site visit meeting with you and selected staff to review the project area.
2. Research preliminary building code and accessibility code requirements.
3. Review County provided drawings of project area restrooms and photos
4. Prepare and attend review meeting with Building Department Plans Examiner.
5. Preparation of conceptual sketches to indicate possible improvements.
6. Preparation of preliminary direct-construction costs and budget and project summary notes
7. Distribute prepared information to County Staff and answer questions.

The following summarizes the anticipated work assignments for the identified Project Scope Summary: Principal-in Charge (PIC), Project Manager (PM), Senior Designer (SD) and Drafter (DR) services.

<b>Professional Services-</b>	<b>\$130</b>	<b>\$100</b>	<b>\$80</b>
<b>Information Gathering/ On-site Review and Preliminary Design Phase</b>	<b>PIC</b>	<b>PM</b>	<b>SD</b>
Owner review meeting to review project requirements	2		
Review existing floor plans of general project areas		2	
Preliminary building and accessibility code research	2	2	
Review meeting with Building Department/ Prepare meeting summary notes	3		
Prepare conceptual sketches/ drawings and general scope of work keynotes	1	9	14
Coordination with County and Cost Estimator/ Prepare project summary notes	5	2	2
Distribute documents to Owner/ Answer Questions	1	1	
<b>Subtotal of Hours</b>	<b>14</b>	<b>16</b>	<b>16</b>
<b>ESTIMATED PROPOSED FEE for DLC Architecture</b>	<b>\$1,820</b>	<b>\$1,600</b>	<b>\$1,280</b>

**Professional Services Fees:**

Professional services will be performed on a Lump Sum (Fixed Fee) basis, plus reimbursable expenses at our standard hourly rates, and the standard hourly rates of any retained consultants. Professional services, plus reimbursable expenses, will be invoiced as outlined in Standard Terms and Conditions. Based on the information provided to-date, we estimate the maximum services for the proposed scope of work as follows:

DLC Architecture, LLC	\$ 4,700.00
ACC Cost Consultants, LLC	\$ 2,000.00
<b>Estimated Reimbursable Expenses*</b>	<b>\$ 150.00</b>
<b>Total Lump Sum Fee and Estimated Expenses</b>	<b>\$ 6,850.00</b>

\* Reimbursable expenses include actual expenses in the interest of the project, including mileage, photocopies, plotting and reprographics services, postage, additional consultants, and other related costs, plus a 10% administrative charge. Estimated expenses include printing up to 2 sets of hardcopies of Deliverables. No other printing is provided in this proposal of drawings for other Jurisdictional permit submittals, for separate consultants or for contractors, subcontractors or any Jurisdictional fees and charges.

**Project Assumptions:**

1. No other professional services are provided in this proposal, such as comprehensive architectural, engineering, interior design, furniture selections/layout drawings or equipment layouts.
2. No pre-app conference, site plan review or other land use review or SEPA checklist submittal are provided.
3. County to provide restroom floor plans in AutoCad format for use.

**Project Schedule Summary:**

We will work with you to develop a milestone project schedule and schedule our work upon approval of the agreement and proceed diligently to coordinate with you and complete our services.

**Additional Services:**

Any requested services to provide additional drawings, details, specifications, consulting services or revisions after drawings are approved by the Owner or after submitted for Cost Estimator use will be billed as Additional Services.

Any requested additional services will not be performed without your written authorization. If any requested Additional Consulting Services are requested they will be billed at DLC Architecture, LLC's Standard 2016 hourly rates for services, per the attached Schedule of Standard Hourly Rates, plus any consultant services and reimbursable expenses\*. Any additional requested consultants' services will be billed at cost, plus a 10% administrative charge. Payment is due 30 days of billing receipt per terms outlined above.

**DLC Architecture, LLC (Consultant)- Standard Terms and Conditions of Contract****1. Standard of Care**

Professional Services will be performed with the standard of care in a manner that is consistent with the degree of care and skill ordinarily exercised by design professionals currently practicing under similar circumstances at the same time and in the same or similar locality. Services will be performed as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Given the limited nature and scope of services the total limit of liability for this agreement will be limited to the amount of fees paid and received.

**2. Compensation**

For services performed or furnished under this Agreement, Client agrees to pay Consultant the time and materials compensation stated in the Proposal/ Scope of Work or on an hourly basis, plus reimbursable expenses, as per the attached Schedule of Hourly Rates. Consultant agrees to submit invoices monthly for services rendered. Client agrees to pay invoices for services and expenses within 30 days of receipt of invoice. Invoices not paid within 30 days after receipt, may be subject to 1.5% service charge per month (18% annual rate). Consultant may elect to stop work at its sole discretion for nonpayment of services.

**3. Termination**

Client or Consultant may terminate this Agreement with seven days prior notice to other party for convenience or cause. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges, including interest accrued.

**4. Force Majeure**

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**5. Dispute Resolution**

Client and Consultant agree that they shall first submit any and all unsettled claims, counter claims, disputes, and other matters in question between them arising out of or related to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

**6. Indemnification**

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In

the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in the proportion to its negligence.

**7. Ownership of Documents**

Except as required by law, all documents prepared or furnished by Consultant pursuant to the Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

**8. Use of Electronic Media**

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to the long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Agreement.

**9. Construction Phase Services**

If this agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not the Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of the Contractor, subcontractor or material supplier; for safety precautions, programs of enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

**10. Opinions of Cost**

When included in the Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposal, bids or actual construction costs will not vary from Consultant's opinions or estimates of probable construction cost.

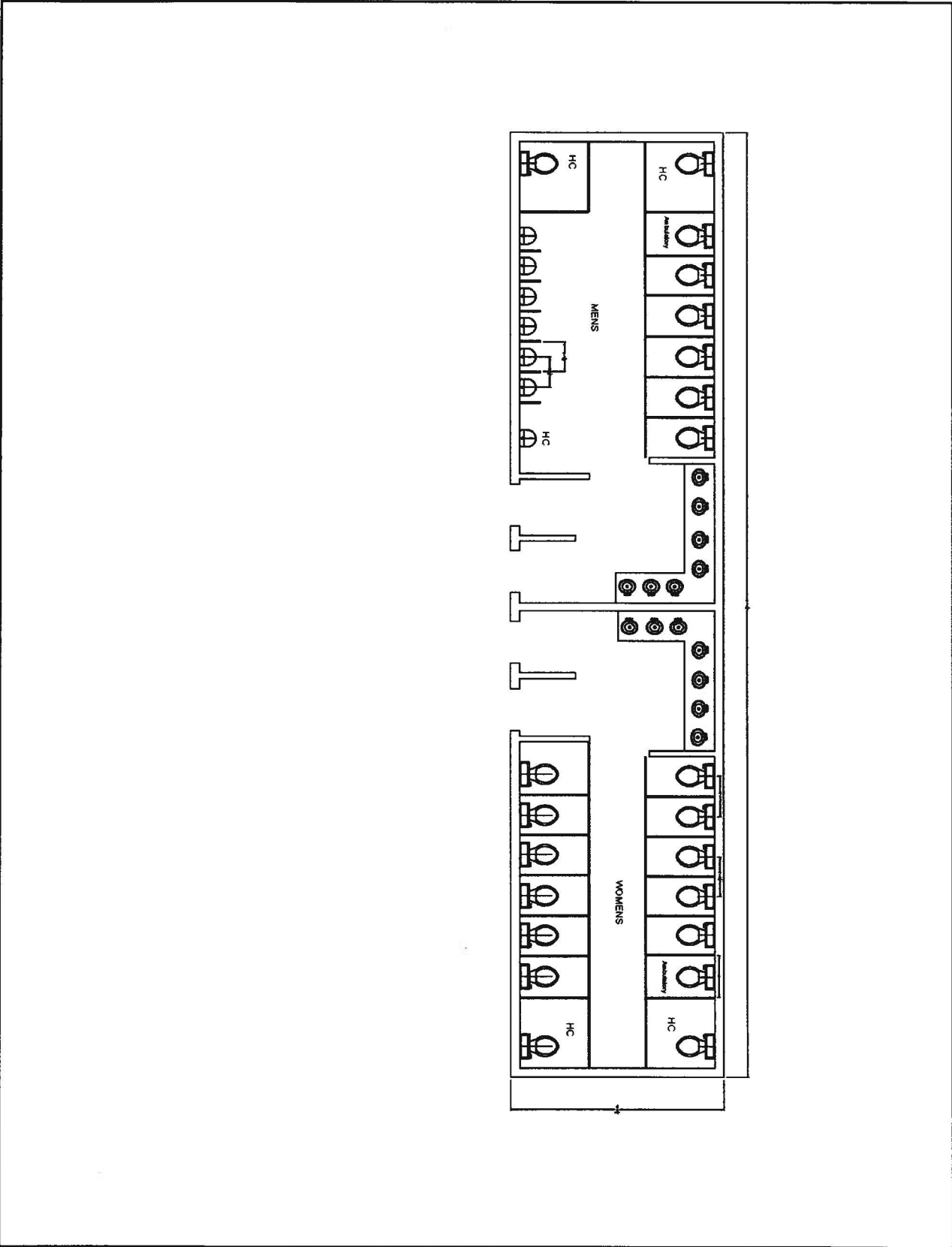
**11. Assignment of Agreement**

Neither party may assign, sublet or transfer any rights under, or interest in, this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**DLC Architecture, LLC - 2016 Schedule of Standard Hourly Rates\*\*:**

Principal:	\$130.00
Project Manager:	\$100.00
Senior Designer/ Drafter:	\$ 80.00

\*\*Rates are subject to change one year after agreement date.





# Professional Services Contract

Contract Purchase No. \_\_\_\_\_

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and DLC Architecture LLC., after this called "Contractor."

## WITNESSETH

WHEREAS, the Contractor has been chosen from the MRSC vendor roster by the County and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto as Exhibit A; and

WHEREAS, Clark County does not have available staff 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 set forth in Exhibit A, which is attached hereto.
2. Duration. The Contract shall be effective beginning February 15, 2016 and ending December 31, 2016.
3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit A. The parties mutually agree that in no event shall the amount billed by the Contractor exceed \$6,850.00 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 breaches shall not be 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 now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract 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. Contract Documents: Contract documents consist of this Contract and Exhibit A, a scope of work. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Any and all revisions to this Contract, including without limitation, any changes in scope, and any increase or decrease in the amount of the Contractor's compensation, shall be in the form of written amendments to the

Contract, and shall be mutually agreed upon and signed by both County and the Contractor.

12. Public Records Act: Notwithstanding the provisions of this Contract 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, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to:

Clark County - General Services

C/O Public Records

PO Box 5000

Vancouver, WA 98660

13. Governing Law; Venue. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

14. Confidentiality. Subject to the provisions of section 12, above, with respect to all information relating to County that is confidential and clearly so designated, the 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. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Contract.

16. Consent and Understanding. This Contract contains a complete and integrated understanding of the contract between the parties and supersedes any understandings, contract, 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 Contract is held invalid, it shall be severed from the remainder, which shall continue in full force and effect as conforming to the terms and requirements of applicable law.

18. Insurance. The Contractor shall maintain Professional Liability Insurance in the amount of Two Million Dollars and Commercial Liability Insurance in the amount of Half a Million Dollars. All parties to this Contract hereby agree that the Contractor's coverage will be primary in the event of any loss. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish a Certificate of Insurance to the County. This Contract shall not be effective until the required certificates have been received and

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approved by the County. The Contractor shall send a renewal certificate to the county 10 days prior to any expiration of coverages during the Contract period.

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

CLARK COUNTY

\_\_\_\_\_  
Mark McCauley,  
Acting County Manager

DLC Architecture LLC.


By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM ONLY  
ANTHONY F. GOLIK

Clark County Prosecuting Attorney

  
\_\_\_\_\_  
Christine Cook,  
Sr. Deputy 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.