

CLARK COUNTY STAFF REPORT

DEPARTMENT: General Services-Facilities

DATE: February 9, 2016

REQUESTED ACTION:

This staff report is to request permission to use PBS Engineering & Environmental for geotechnical and civil engineering services for the Clark County Fairgrounds Parking Lot F.

____ Consent ____ Hearing X County Manager

BACKGROUND

PBS Engineering & Environmental has been chosen through the MRSC engineering consultant roster to provide geotechnical and civil engineering services for the Facilities Department for the Clark County Fairgrounds Parking Lot F repair and rehabilitation, beginning upon contract execution and ending December 31, 2016.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

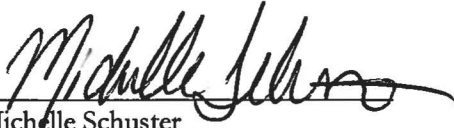
YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement.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

BUDGET DETAILS

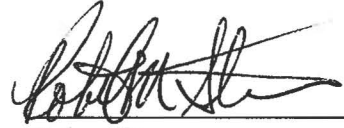
Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	Fund 5193 - Facilities Projects
Company Name	

DISTRIBUTION:

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



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

This project has already been funding in a previous budget process.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total						

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
Total							

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						
Total						



**Engineering +
Environmental**

January 26, 2016

Clark County
Attn: Mr. Darrel Stump, Facilities Manager
816 W. 13th Street
Vancouver, Washington 98660

Via email: Darrel.Stump@clark.wa.gov

Re: Updated Proposal for Geotechnical and Civil Engineering Services
Clark County Fairgrounds – Parking Lot F Rehabilitation
17402 NE Delfel Road
Ridgefield, Washington
PBS Project No. PR73189.000

Dear Mr. Stump:

PBS Engineering and Environmental Inc. (PBS) is pleased to submit this proposal for geotechnical and civil engineering services for the temporary repair and rehabilitation of Parking Lot F (Lot F) at the Clark County (County) Fairgrounds in Ridgefield, Washington. The following scope of services and compensation are based on PBS' understanding of the project and presents our proposed scope of services, compensation, and schedule for completing our services.

PROJECT UNDERSTANDING

PBS' current understanding, based on our May 15, 2015 site meeting, is the chip seal surfacing of Lot F was recently damaged by a semi-truck and trailer. The truck broke through the wearing course and penetrated into the underlying subgrade, creating ruts. The truck could not move under its own power and was ultimately towed away. The surface wearing course is relatively thin, on the order of ½- to ¾-inch thick and appears to be a chip seal over a thin layer of crushed rock. The subgrade appears to consist of silt with trace clay.

PBS will provide pavement design alternatives for final reconstruction and rehabilitation and plans and specifications for use by the County in bidding the project.

GEOTECHNICAL SCOPE OF SERVICES

We propose the following specific scope of services based on the project description and anticipated subsurface conditions.

1. **Subsurface Exploration:** PBS proposes exploring site conditions by advancing five borings to depths of up to 5 feet below the existing ground surface (bgs). Standard penetration test (SPT) samples will be collected immediately below the surface and at 2.5-foot intervals thereafter. SPT blowcounts will be used to characterize the consistency or relative density of subgrade soils and collect samples for laboratory testing. A member of the PBS geotechnical engineering staff will log the explorations and collect disturbed samples at selected depths for classification and laboratory testing.

1500 D Street, Vancouver, WA 98663
360.690.4331 Main
866.727.0140 Fax
www.pbseiv.com

Bend | Boise | Coos Bay | Eugene | Portland | Seattle | Tri-Cities | Vancouver

2. **Soils Testing:** Collected samples will be returned to our laboratory and classified by the Unified Soil Classification, Visual-Manual Procedure. Laboratory tests may include natural moisture contents, Atterberg limits, maximum density testing (Proctor), California Bearing Ratio (CBR), and unconfined compression tests on cement amended (5 and 7 percent) subgrade soil samples.
3. **Geotechnical Engineering Analyses:** The data collected during the subsurface exploration, and testing will be analyzed to develop geotechnical and pavement design recommendations, including an option for cement amendment of the subgrade.
4. **Deliverable:** A geotechnical engineering and pavement design report will be prepared containing the results of our work, including the following information:
 - Boring logs and approximate boring locations
 - Laboratory test results
 - Earthwork and grading, cut, and fill recommendations:
 - Structural fill materials and preparation
 - Wet weather considerations
 - Utility trench excavation and backfill requirements
 - New pavement section recommendations
 - Pavement subgrade preparation
5. **Construction Services:** PBS Geotechnical engineering staff will provide review of up to four project RFIs and/or submittals during construction and complete two, part-time (4 hours), on-call site visits during construction to observe preparation of the pavement subgrade and base course.

CIVIL ENGINEERING SCOPE OF SERVICES

We propose the following specific scope of civil engineering services based on the project description.

1. **Prepare Project Plans:** Project plans will include: Project Cover Sheet; Existing Conditions Sheet (Topo Survey); Standard Construction Notes Sheet; Site Demolition Sheet; Grading, Erosion Control Sheet and Site Improvement Sheet; and Standard Details Sheet. Topographic survey of site to be completed by subcontract surveyors.
2. **Plan Processing:** Provide support in processing the engineering submittal with County engineering staff.
3. **Bidding Support:** Provide limited procurement/bidding support; answer questions from staff and bidders.
4. **Construction Services:** Provide limited construction period support including two site visits and limited responses to contractor inquiries.

Assumptions:

- Project to be designed for "permanent" improvements.
- Existing stormwater management of parking lot is acceptable; no stormwater management assessment/design is included in this scope of services.
- No County planning process is necessary; plans reviewed/approved only by County engineering staff. with a maximum of three County review iterations.
- No separate specifications. All typical specs to be provided on civil plans; County staff to prepare any separate specs and special provisions for project bidding.
- Procurement and construction support is on a time and expense basis and at Owner's request; budget estimate is only a placeholder.
- Preparation of certified as-built documents is not included in this Scope.

- Project "as-built" documents may be provided at Owner's request. We will prepare a fee estimate of survey and certified document preparation at the time of such request.

COMPENSATION

We propose to complete the scope of services described above on a time and expense (T&E) basis for the estimated fee apportioned as follows:

<u>Geotechnical Engineering Services</u>	<u>Fee</u>
PBS Labor	\$4,200
Laboratory Testing.....	1,500
Supplies, Equipment, Mileage	200
Subcontractor (driller)	1,300
Total (T&E)	\$7,200

<u>Geotechnical Construction Services</u>	<u>Fee</u>
Project Management/Engineering	\$ 900
Part time site visits (two, 4 hour visits)	1,200
Laboratory Testing.....	350
Supplies, Equipment, Mileage	200
Total (T&E)	\$2,650

<u>Civil Engineering Services</u>	<u>Fee</u>
Prepare Project Plans:	
PBS Labor and Expenses	\$7,000
Subcontractor (surveying)	4,500
Plan Processing.....	3,000
Bidding Support	2,500
Construction Services.....	2,500
Total (T&E)	\$19,500

The indicated fee and the terms under which our services are provided will be in accordance with the attached General Terms and Conditions for Professional Services (Rev. 3/2015). The Terms and Conditions may not be changed without the prior written consent of the parties. These fees assume any modifications to the scope of services described above, or work following our submission of the final report (such as project planning meetings, presentations, etc.), will be considered additional work. Any additional work will be billed on a time and materials basis.

SCHEDULE

PBS anticipates that we can schedule our work immediately upon receipt of authorization to proceed. Subsurface exploration can normally be completed in one to two weeks following authorization, depending on the subcontractor's schedule. We will work with you to develop a delivery schedule once the work has been authorized. Pertinent information will be given to you informally, as it develops, so that the project can proceed on a timely basis.

LIMITATIONS

This proposal is based on the condition that the Client fully accepts limitation of professional liability and indemnification as stated in the attached General Terms and Conditions for Professional Services (Rev. 3/2015). This proposal does not include an assessment of existing or potential environmental concerns associated with this site.

APPROVAL

Please indicate acceptance of this proposal by returning a signed copy of this Agreement or a purchase order incorporating the Terms and Conditions of this Agreement.

PBS appreciates this opportunity to submit our proposal to you and we look forward to your favorable consideration. If you have any questions or wish to further discuss the scope of work or compensation, please contact Ryan White at 503.549.5028.

Sincerely,
PBS Engineering and Environmental Inc.

ACCEPTED BY:



Ryan White, PE, GE
Geotechnical Discipline Lead

Signature

Name (Please Print)

Title

Date

RW/MS

Attachment: General Terms and Conditions for Professional Services (Rev. 3/2015)



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These General Terms and Conditions for Professional Services ("Terms and Conditions") are attached to and made part of the letter proposal from PBS Engineering and Environmental Inc. (PBS) outlining PBS' specific scope of services ("PBS Proposal"). This Agreement represents the entire and integrated agreement between the Client and PBS and supersedes all prior negotiations, representations, or agreements, either written or oral. Hereafter the PBS Proposal once signed by both PBS and Client (together the "Parties") and these Terms and Conditions shall be read and interpreted together and referred to together as the "Agreement" between the Parties. If there are any inconsistencies between language in the PBS Proposal and in these Terms and Conditions, the language of these Terms and Conditions shall prevail.

The purpose of these Terms and Conditions is to identify basic contractual obligations of PBS and Client under the Agreement for various professional consulting services, whereby PBS would be acting in the role of Consultant/Owner Representative for Client. Individual projects may require additional detailed descriptions of services and associated Terms and Conditions, to be provided in a subsequent PBS Proposal or as a supplement to the Agreement.

1. **RIGHT OF ENTRY:** Unless otherwise agreed, the Client will furnish PBS right-of-entry on real property and be responsible for the propriety of the time, place, and manner of PBS entry upon the real property and any buildings or structures where PBS is to perform its services ("Property"). PBS will take reasonable precautions to minimize damage to the Property from use of equipment, but PBS has not included in the fee the cost of restoration of the Property, unless specifically included in the Proposal. If the Client desires PBS to restore the Property to its approximate former condition, PBS will accomplish this and add the cost plus 15 percent (15%) to its fee.
2. **BURIED UTILITIES:** PBS field personnel are trained to initiate field testing, drilling, and/or sampling within a reasonable distance of each designated utility location. PBS field personnel will avoid hazards or utilities that are observed by them at the site. If PBS is advised in writing of the presence or potential presence of underground or aboveground obstructions, such as utilities, PBS will give special instructions to its field personnel. PBS is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by client or third parties. The client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days' advance notice.
3. **WORKER'S COMPENSATION INSURANCE AND LIABILITY INSURANCE:** PBS will provide Worker's Compensation insurance (and/or Employer's Liability insurance) as required by state statutes. PBS carries Comprehensive General Liability insurance which, subject to its terms and limits, may provide protection against liability relating to bodily injury or property damage arising out of PBS operations. PBS makes no representations or warranties concerning the effect, applicability, or scope of such insurance. Upon request in writing by Client to PBS, PBS will request its insurer to name Client as an additional insured on such policies and to issue certificates to Client to that effect. PBS makes no representations or warranties regarding any act by its insurer(s) and shall not be responsible for performing any act with respect to such insurance not specifically called for by this paragraph.
4. **PROFESSIONAL LIABILITY AND LIMITATION THEREOF:** This paragraph relates only to Professional Liability and not General Liability. In performing its professional services, PBS will use that standard of care and skill ordinarily recognized under similar circumstances by members of its profession in the state and region at the time the services are performed. No other warranty, either expressed or implied, is made in connection with its rendering of professional services.
5. **CONTRACTED WORK:** PBS, including its subconsultants and subcontractors, is retained hereunder for the limited purpose of performing certain services, providing the results of such work to Client, and making recommendations with respect to the data produced by the work. PBS is not responsible for the health and safety of Client's personnel or other persons present on the Property to be investigated or constructed. PBS is not responsible (a) for the overall status of Client's project; (b) for the property Client owns or leases or may be interested in purchasing or leasing; (c) for the interpretation of the PBS report, design drawings, or results by others; (d) for any use of PBS reports by Client or others except as specifically set forth herein; or (e) for any other matter not encompassed in the specific scope of work in this Agreement agreed to by PBS and Client. Any unauthorized use or distribution of PBS work shall be at the Client and recipient's sole risk. If Client desires to release, or for PBS to provide, PBS report(s) to a third party not a party to this Agreement for that party's reliance, PBS will agree to such a release provided PBS receives written acceptance from such third party to be bound by terms and conditions similar to those set forth in this Agreement, in addition to a fee for providing PBS reports to a new party. The Client shall indemnify, defend, and hold harmless PBS and its subconsultants and subcontractors from any claims, damages, costs, losses, and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, or appeals arising out of unauthorized or third party use of PBS reports.
6. **RETENTION OF RECORDS AND SAMPLES:** PBS has a Records Retention policy (available upon request). All samples will be discarded 30 days after submission of PBS' final report unless other arrangements are made.
7. **PAYMENTS TO CONSULTANT:** Invoices will be submitted periodically for prior services. An account will become delinquent 30 days after date of billing. It is agreed that a late charge will be added to delinquent accounts at the rate of one-and-one-half percent (1½%) for each 30 days delinquent (provided the rate of such late charge shall not exceed the maximum allowable by the laws of the state in which the PBS office submitting the invoice is located).
8. **RATE SCHEDULE:** Fees for services are based on the number of hours expended on the project, including travel, by PBS personnel plus any reimbursable expenses. PBS hourly rates will be billed as stated in its proposal or at its current hourly rates (available upon request). Invoices will include sales tax when required.
9. **REIMBURSABLE EXPENSES:**
 - A. Outside Services. Subcontracted services such as those subconsultants and subcontractors, labor, and technical services will be invoiced at cost plus 15 percent (15%). Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial data base search providers, and computer programming.



- B. Supplies and Equipment. Charges for items not ordinarily furnished by PBS such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and long distance and wireless telephone calls will be invoiced at cost plus ten percent (10%). Certain PBS-owned equipment (for sampling, testing, personal protective equipment, vehicle mileage, photocopying, etc.) may be required to complete the project. These will be invoiced at PBS standard rates without markup (rates available upon request).
- C. Laboratory. PBS utilizes both in-house and outside laboratories for sample analysis. PBS maintains a list of standard rates for sample analyses commonly utilized in conjunction with PBS services (available upon request).
10. **STANDARD OF CARE:** PBS services will be provided consistent with and limited to the standard of care applicable to such services, which is that PBS will provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Such standard of care is not a warranty or guarantee and PBS shall have no such obligation. Accordingly, Client should prepare and plan for clarifications and modifications which may impact both the cost and schedule of the Project.
11. **RIGHT TO SUSPEND:** If Client fails to make payments to PBS in accordance with this Agreement, such failures shall be considered substantial nonperformance and cause for termination or, at PBS' option, cause for suspension of performance of services under this agreement. If PBS elects to suspend services, PBS shall give seven days' written notice to Client before suspending services. In the event of a suspension of services, PBS shall have no liability to the Client because of such suspension of services and Client shall indemnify and hold harmless PBS for any claims associated with such suspension.
12. **EMPLOYEE AND SERVICES SOLICITATION:** Client shall not solicit nor tender any employment offer to any PBS employee, or consulting services offer to any PBS subcontractor assigned to perform work for Client under this agreement within six (6) months of completion of their part of the work without prior written approval by PBS. Any breach of this provision resulting in the Client hiring for employment or consulting services any PBS employee or subcontractor will obligate the Client to compensate PBS for recruitment and service fees.
13. **OTHER PROVISIONS:** Neither party shall hold the other responsible for delay in performance caused by acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Waiver by one party of any provision, term, condition, or covenant owed to it by the other party is to be made only by providing written notice to the other party and such waiver shall not be construed by the first party as a waiver of a subsequent breach of the same provision, term, condition, or covenant by the other party. This Agreement supersedes any contract language which may be issued by Client as a matter of standard purchasing protocol without regard to the unique nature of professional services to be rendered by PBS.

An opinion of construction, remediation, and restoration costs prepared by PBS represents its judgment as a professional. Since PBS has no control over the cost of labor and material, or over competitive bidding or market conditions, PBS does not guarantee the accuracy of its opinion as compared to contractor bids of actual cost to the Client.

It is understood and agreed by both parties that PBS, in performing professional services for the Client with respect to hazardous or microbial substances, will make recommendations to the Client but does not have the authority or responsibility to decide where disposal or treatment of such substances takes place, nor to designate how or by whom the hazardous or microbial substances are to be transported for disposal or treatment. It is understood that PBS is not the generator or site operator and does not own nor is it the arranger for disposal of the hazardous waste or other materials discovered, handled, or removed from the Property. To the extent required by law, Client agrees to provide timely disclosure to appropriate public agencies of any information regarding the Property (obtained from PBS or from other sources) where such disclosure may be necessary to prevent damage to human health, safety, or the environment.

Client agrees that PBS and its subconsultants and subcontractors are not responsible for the creation of the condition(s) PBS is being asked to investigate and that it would be unfair for PBS to be exposed to claims of injury or damage as a result of the conditions. In addition, Client understands that it is possible that exploration and investigation may fail to reveal the presence, location, or source of the condition(s) being investigated even when the condition(s) is assumed or expected to exist. Client understands that PBS' failure to discover and/or locate the condition(s) or the spread of the condition(s) through appropriate techniques does not guarantee that the condition(s) does or does not exist. Client agrees that it would be unfair to hold PBS liable for creating the condition(s) or the spread of the condition(s) providing PBS meets a reasonable standard of care in completing the work set out in the PBS Proposal.

Accordingly, Client waives any claims against PBS and its subconsultants and subcontractors, and agrees to defend, indemnify, and hold harmless PBS and its subconsultants and subcontractors from any and all claims or liability for injury to person or property or loss arising from the creation of the condition(s) or the unintentional exacerbation of the condition(s) by PBS, the exacerbation of hazardous conditions by others, the discovery of any condition, location of any condition, and/or allowing any condition to exist. Client also agrees to fairly compensate PBS and its subconsultants and subcontractors for any time spent and expenses incurred in the defense of any such claim. Notwithstanding any provisions in the Agreement to the contrary, PBS' liability for all acts and omissions related to its provision of services to Client under the terms of this Agreement shall be limited to the amount of PBS' insurance and in no circumstances shall such liability of PBS include special or consequential damages.

PBS does not provide legal opinions, and recommends client seek legal counsel for advice on issues such as the appropriateness of a particular scope of work to minimize legal liability, reportability of a condition to a public agency, potential cost recovery from responsible parties, and to assess the value of maintaining attorney/client privilege for work conducted under this Agreement.

In the event there is a dispute between PBS and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party reasonable attorney's fees and costs in mediation, arbitration, trial, or appeal. In addition, Client agrees to pay PBS for all employee time, costs, and witness costs incurred for collection activity. This Agreement can be terminated at any time by either party. If terminated prior to the completion of a scope of work, PBS shall be entitled to its portion of fees for any work performed in accordance with its current rate schedule.

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 PBS Engineering and Environmental Inc., 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.
2. Duration. The Contract shall be effective beginning February 1, 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 \$29,350 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 requirement's 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.

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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. Contractor will 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

PBS Engineering and Environmental Inc.

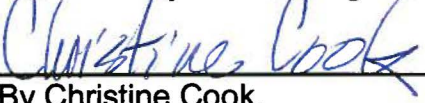
By Mark McCauley,
Acting County Manager

By _____

Printed Name _____

Title _____

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Clark County Prosecuting Attorney



By 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.