

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Transportation Division / Programming

DATE: October 26, 2016

REQUESTED ACTION: Execute the contract for professional services with William C. Wright.

Consent
 Hearing
 County Manager

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

BACKGROUND

This contract will provide a summary report of various funding options available to support our Transportation Improvement Program as requested by the BOCC in the July 2016 work session. This contract will be valid November 1, 2016 through June 30, 2017 and can be extended by mutual agreement, prior to the expiration, for up to six (6) months upon approval of the Public Works Director. This contract will not exceed \$10,000.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	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.

PW16-128

BUDGET DETAILS

Local Fund Dollar Amount	\$10,000
Account	County Road Fund
Company Name	William C. Wright, P.E., UBI#603615619

DISTRIBUTION:

Please return one originally signed contract to Public Works Programming, attention Susan Wilson.
Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Carolyn Heniges, P.E.
Transportation Division Manager



Heath H. Henderson, P.E.
Public Works Director/County Engineer

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: _____
Mark McCauley, County Manager

DATE: _____

Professional Services Contract

Contract Purchase No. _____

THIS CONTRACT, entered this _____ day of _____ 2016, by and between CLARK COUNTY Public Works, hereinafter called "County," a political subdivision of the State of Washington, and William C. Wright, P.E., after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has the expertise to provide professional services for County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by reference as Exhibit A.

WHEREAS, County does not have staff available to provide such services for the benefit of the services of 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. The services provided by Contractor shall be the sole responsibility of Contractor to provide and not sub-contracted to other entities.

2. Time. The contract shall be effective beginning November 1, 2016 and ending June 30, 2017. This contract can be extended by mutual agreement prior to the expiration for up to six (6) months upon approval of the Public Works Director / County Engineer and Contractor.

3. Compensation. County shall pay the Contractor for performing said services within 30 days of receipt of a written invoice according to the schedule set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. The parties

mutually agree that in no event shall the amount billed exceed the dollar amount in Exhibit A without prior 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 Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement 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 Agreement.

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 agreement 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 Agreement and Exhibit A attached.

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. Such changes, including any increase or decrease

in the amount of the Contractor's compensation, and schedule, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.

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 the Clark County Public Records Officer/Department of Public Works.

13. Governing Law. This agreement 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. 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 agreement contains a complete and integrated understanding of the contract 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.

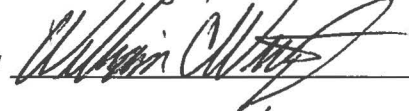
IN WITNESS THEREOF, County and the Contractor have executed this contract on the date first above written.

CLARK COUNTY

Mark McCauley,
Acting County Manager

William C Wright, P.E.

By



Printed Name

William C Wright

Owner

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK

Clark County Prosecuting Attorney



Chris Horne,
Chief Civil 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

X No

EXHIBIT A. SCOPE AND FEE FOR CONSULTING SERVICES:

A. SCOPE:

1. The scope of consulting services will include, but is not necessarily limited to preparing the following reports that summarize and describe the various funding options and constraints, and provide conclusions and recommendations for attaining financing:
2. Prepare a "White Paper" report on the feasibility/validity of the Local Revitalization Financing (LRF) package.
3. Prepare a "White Paper" report on the feasibility of a County-wide Transportation Benefit District via car tabs or other tax options per RCW 36.73.
4. Prepare a "White Paper" report on the feasibility of a Levy Shift to enhance County Road Fund and General Fund Revenues.
5. Identify, document and explain constraints to each funding source...i.e. timing, necessary approvals, costs and risks.
6. Meet with County internal financial staff and outside advisors to explore funding options and constraints.
7. Other tasks as requested.

B. DELIVERABLES:

1. Report Document: "Viability of LRF for funding capital projects."
2. Report Document: "Revenue Enhancement via Transportation Benefit District (TBD)".
3. Report Document: "Revenue Enhancement via Levy Shift".
4. Meetings with County staff and/or Board as requested to present information, options, conclusions and recommendations.

C. REQUIRED FROM COUNTY:

1. Access to County financial staff and advisors.
2. Access to CCPW Programming and Project Management staff.
3. Admin assistance to prepare graphics and assemble reports.

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D. FEE & PAYMENT:

Fees will be billed on a monthly basis as follows:

- Consultant time @ \$125.00 per hour
- Mileage @ current IRS rate
- Other expenses (e.g. copies/printing, parking fees, etc.) @ cost plus 10%

Total fee will not exceed ten thousand (\$10,000).

Payment is due 30 days upon receipt of invoice.

E. SCHEDULE:

This agreement shall be effective November 1, 2016 until June 30, 2017, unless extended as per provision #2 of the contract.