

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Parks Division

DATE: November 14, 2016

REQUESTED ACTION: Approve the professional Services Contract between Clark County and Berger ABAM to provide Professional Engineering services to conduct a condition assessment and evaluation of the buildings at Prairie Field. Prairie Field is located at 14500 NE 137th Avenue in Brush Prairie, Washington. Amount not to exceed \$16,800

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

The Board of County Councilors approved a staff report on July 19, 2016 for a land purchase of a 32.09 acre parcel (commonly known as Prairie Softball Complex) for park property in the amount of \$750,000 plus up to an additional \$200,000 to bring existing site improvements up to code for public use, safety and improved usability. Berger ABAM is qualified to perform this site assessment work and has provided a scope of work and fee schedule (included). Parks Impact Fee District 6 Acquisition Funds will be used to pay for the work.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

The purchase and development of Prairie Fields was supported by the Park Advisory Board, Prairie Softball League and the City of Battle Ground Parks and Recreation

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

PW16-137

YES	NO	
	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.


BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	PIF District 6 Acquisition Fund
Company Name	Berger ABAM

DISTRIBUTION:

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

Attachments: Professional Services Contract, Contractor's Proposal / Scope of Work


 Bill Bjerke
 Clark County Parks Division Manager


 Heath H. Henderson, PE
 Public Works Director/County Engineer

APPROVED: 
 Mark McCauley, County Manager

SR# _____

DATE: 11/21/16

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 Park Impact Fee District 6 Acquisition Fund will be utilized to fund the necessary consulting work. No additional funding requests will be needed to support the project.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
3076 / PIF 6 Acquisition Fund		10,800		6,000		
Total		10,800		6,000		

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

The revenue will come from the Park Impact Fee District 6 Acquisition Fund

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
3076 / PIF 6 Acq Fund	0		10,800		6,000		
Total			10,800		6,000		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		10,800		6,000		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		10,800		6,000		

END

23 September 2016

Exhibit 'A'

Mr. Jeremy Kanooth
Clark County Parks
4700 NE 78th Street
Vancouver, WA 98665

Subject: Proposal to Provide Professional Services
Prairie Field Structural Condition Assessment

Dear Jeremy:

In response to your request, BergerABAM is pleased to offer this proposal to perform professional engineering services to Clark County Parks. We understand that you require a structural condition assessment of the building structures at the recently acquired Prairie Field in Brush Prairie, Washington.

PROJECT UNDERSTANDING

We understand that Clark County Parks has the need for engineering services to conduct a condition assessment and evaluation of the buildings at Prairie Field. Prairie Field is located at 14500 NE 137th Avenue in Brush Prairie, Washington.

There is a property at 13508 NE 144th Street associated with this property. The mobile home, house and detached garage on this property are not included in the proposed condition assessment and evaluation.

PROJECT ASSUMPTIONS

The proposed Scope of Services and associated fee are based on the following assumptions.

- We assume there are no existing drawings, reports or geotechnical information available for the property. Where existing drawings are not available, BergerABAM will make representative measurements of member sizes and spacing where accessible, but will not re-create as-built plans of the structures.
- Condition assessments and measurements will be limited in nature due to the constrained project schedule and budget. Detailed or design-level condition assessments and structural analyses are not included.
- On-site condition assessment activities are limited to a maximum of four hours.
- Condition assessments will be visual only. Material sampling and testing (either destructive or non-destructive) will not be conducted.

- Access to the site and to structural framing will be facilitated by Clark County Parks. No inspection will be made to areas that are covered or not readily accessible unless those areas are opened by Clark County Parks. No destruction or removal of walls, partitions, floor coverings, etc., will be carried out by BergerABAM.
- Clark County Parks will provide staff to accompany BergerABAM staff for the building assessment and provide all access measures and equipment necessary to observe building framing.
- No confined space entry will be required on the project.
- All deliverables will be in electronic format.
- Recommendations or cost estimates for structural corrective actions are not included in this scope.

SCOPE OF SERVICES

Task 1-Structural Condition Assessment

BergerABAM will attend a two-hour project kick-off meeting. The kick-off meeting will be to review scope, establish schedules and to coordinate access to the site. BergerABAM will conduct a four hour on-site evaluation of the five building structures at Prairie Field. The structures consist of the following buildings:

Structure	Building Area	Construction Year
Restroom	2160 sf	1950
Shed	400 sf	1972
MachShed	384 sf	1980
General Purpose Building	600 sf	1982
General Purpose Building	4320 sf	1987

The purpose of the site investigation is to determine the building general conditions and arrangement of the framing.

A condition assessment report of our findings will be prepared and will include representative photographs and general identification of deterioration and/or distress in the structural elements. We will provide a draft and final report. Following delivery of the draft report, we will attend a meeting to discuss the report findings.

Task 1 Deliverables:

- Draft and final condition assessment report in pdf electronic format.

Task 2-Mechanical and Electrical Condition Assessment

R&W Engineering, Inc. will perform a mechanical and electrical condition assessment. The proposed scope of work is as follows:

- Attend two (2) meeting with Berger ABAM and the owner. The first will be a pre-investigation meeting to discuss the investigation plan and expectations. The second will be to present the report and findings.
- Perform one (1) site visit to review and investigate existing conditions as they relate to the electrical and plumbing systems in all buildings.
- Review and evaluate any existing as-built documentation for the buildings, code requirements and owner's requirements.
- Provide a report describing existing plumbing and electrical systems and their condition as well as outlining deficiencies with options and recommendations for corrective actions including rough order of magnitude costs for options.

SCHEDULE

A project schedule has not been established; however, it is anticipated that the draft report will be completed within 4 weeks from the Notice to Proceed and date the site is made accessible.

FEE ESTIMATE

Compensation for these services will be a lump sum and billed on a percent complete basis in accordance with the provisions of our standard terms and agreement. The total fee for BergerABAM's services will not exceed \$16,800 without written authorization from the Clark County Parks. The fee is summarized below.

Task 1 Structural Condition Assessment	\$11,300
Task 2 Mechanical and Electrical Condition Assessment	\$5,000
Sub-consultant Mark-up	\$500
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Total	\$16,800

Please review the attached Standard Terms and Conditions as that document contains important information not included in this letter and is part of this agreement.

If this proposal is acceptable to you, please sign this agreement in the space provided. Please scan the signed agreement and return at your earliest convenience to me via email at dominic.webber@abam.com.

We look forward to working with you on this project. Should you have any questions regarding this proposal, please feel free to contact me at (360) 993-6205.

Sincerely,

BergerABAM



Dominic A. Webber, PE, SE
Sr. Project Engineer



Howard A. Wells, PE, LEED AP
Sr. Project Manager

Attachments: Standard Terms and Conditions

ACCEPTED BY

Clark County Parks

Signature

Name (Printed)

Title

Date

STANDARD TERMS AND CONDITIONS

BILLINGS

Lump-sum jobs are billed according to agreed-upon milestones, on a percent-of-completion basis. Time and expense jobs are invoiced in accordance with the labor and other costs incurred in performing the work. Personnel are billed at a rate that includes labor overhead and an allowance for profit. Project-related expenses are billed at cost or use rate plus 10 percent (10%).

PAYMENT SCHEDULE

Invoices are submitted monthly for services performed during the prior month and are due upon receipt. If Client fails to make any payment due BergerABAM for services and expenses within thirty (30) days after receipt of BergerABAM's statement therefore, the amounts due shall bear interest, at the prevailing legal rate from said thirtieth day. In addition, BergerABAM may, after giving seven (7) days written notice to Client, suspend services under this Agreement until BergerABAM has been paid in full all amounts due for services, expenses, and charges. Attorneys' fees and other costs incurred in collecting a delinquent amount will also be charged. Late or nonpayment of fees is cause for immediate termination by BergerABAM.

CHANGED CONDITIONS

Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule shall be made. BergerABAM will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by BergerABAM.

In the event that government jurisdictions, at any level, legislate new taxes or administratively interpret existing regulations such that additional taxes apply to this work, this shall be cause for an equitable adjustment of the contract fee in recognition of the increased taxation.

TERMINATION

Either Client or BergerABAM may terminate this contract at any time, upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event of termination of this Agreement, BergerABAM shall be paid for all services rendered up to the date of termination, and shall be paid for all unpaid Additional Services and unpaid Reimbursable Expenses incurred up to the date of termination, and shall be paid for all termination expenses. Upon termination, BergerABAM will close the job in an orderly fashion and Client shall pay BergerABAM for its reasonable closing costs.

PROJECT RELATIONS

BergerABAM shall not direct or supervise Contractor or other third parties and will not act as Client's agent. Contractor and/or Client is solely responsible for the means and methods of construction, including job-site safety. BergerABAM is responsible solely for the negligent acts

and omissions of its own employees, agents, and subconsultants. BergerABAM is not responsible for the negligent acts or omissions of others, against which Client will defend and indemnify BergerABAM.

BergerABAM PERSONNEL AT CONSTRUCTION SITE

The presence of BergerABAM personnel at a construction site, whether as on-site representatives or otherwise, shall not make BergerABAM in any way responsible for those duties that belong to the Client and/or the Construction Contractors or other entities, and does not relieve the Construction Contractors or any other entities of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating all portions of the construction work in accordance with the contract documents, and any health or safety precautions required by the work.

BergerABAM's site responsibilities are limited solely to the activities of BergerABAM and BergerABAM employees on site. These responsibilities shall not be inferred by any party to mean that BergerABAM has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone. The contractor's methods of work performance, techniques, superintendence of the contractor's employees, sequencing of construction, and procedures necessary for coordinating all portions of the construction work in accordance with the contract documents are also the sole and exclusive responsibilities of the contractor alone.

Client warrants that: 1) the Construction Contractor's responsibilities will be made clear in Client's agreement with the Contractor; 2) Client's agreement with the Contractor shall require the Contractor to indemnify, defend, and hold Client and BergerABAM harmless from any claim or liability for injury or loss arising from Client's or BergerABAM's alleged failure to exercise site safety responsibility; and 3) Client's agreement with the Contractor shall require the Contractor to make Client and BergerABAM additional insureds under the contractor's general liability insurance policy, which insurance protection shall be primary protection for Client and BergerABAM.

Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against BergerABAM and indemnify, defend, and hold BergerABAM harmless from any claim or liability for injury or loss arising from BergerABAM's alleged failure to exercise site safety responsibility. Client also shall compensate BergerABAM for any time spent or expenses incurred by BergerABAM in defense of any such claim. Such compensation shall be based upon BergerABAM's prevailing fee schedule and expense reimbursement policy. (The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.")

SUPPORTING SUBCONSULTANTS

BergerABAM works on a continuing basis with a group of selected specialized subconsultants as required to balance peak staffing requirements and provide specialized expertise for scheduled workload. BergerABAM reserves the right to make assignments to these firms, including, but not limited to, routine word processing, drafting, civil and structural engineering, and environmental work. Work by these firms is performed under the oversight of the BergerABAM project manager and is subject to BergerABAM quality review. Services performed by subconsultants will be billed to client by BergerABAM at actual costs plus 10 percent (10%). If requested, BergerABAM will make information on collaborating subconsultants available for client review.

LOANED EMPLOYEES FROM AFFILIATE COMPANIES

BergerABAM is a member of The Louis Berger Group, Inc., one of the largest consulting engineering organizations in the world. BergerABAM reserves the right to supplement in-house project staff with loaned employees from The Louis Berger Group, Inc. Unless otherwise specifically defined, any added costs associated with the use of these employees will be handled internal to BergerABAM and clients will be charged at BergerABAM standard rates for the grade and/or skill level of employees involved.

USE OF OWNER-SPECIFIED CONSULTANTS OR CONTRACTORS

BergerABAM will comply with Client's directives in utilizing services of owner-specified consultants on the project. The liability of BergerABAM arising from the work of such subconsultants will be limited to proceeds available from the subconsultants' insurance(s) to the extent permitted by law.

HAZARDOUS WASTE

Client warrants that, to their knowledge and belief, there are no hazardous materials or substances (as defined by applicable law and regulation) associated with the work. Discovery of such will constitute, at BergerABAM's option, either a changed condition or cause for termination by BergerABAM. Following discovery, Client shall take all measures needed to protect health and safety. Client shall comply with all applicable laws and regulations and will make all required notifications.

DATA DOCUMENTS AND RECORDS

BergerABAM shall be entitled to rely upon the accuracy and completeness of all data furnished by Client to BergerABAM that is used by BergerABAM in providing services under this agreement.

REUSE OF DOCUMENTS

All documents prepared by or furnished by BergerABAM pursuant to this Agreement are instruments of service in respect of the Project. They are BergerABAM's property. Client may make and retain copies of information for reference in connection with the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others upon modifications of the Project or on any other project. Any reuse without

written verification or adaptation by BergerABAM for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BergerABAM, and Client shall indemnify and hold harmless BergerABAM, its officers, directors, agents, and employees from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from. Any such verification or adaptation of drawings will entitle BergerABAM to further compensation at rates to be agreed upon by Client and BergerABAM.

USE OF ELECTRONIC DATA

The use of any electronic data associated with this project is restricted to the original site and project for which it was prepared. Unless otherwise specifically agreed, information contained in transmitted electronic files is proprietary and is to be used only as an aid toward the successful completion of this project.

Electronic copies of drawings shall not be interpreted to be true-scale documents of the proposed work. If these drawing files are being altered by another party as part of an effort to generate as-built drawings or for any other purpose, BergerABAM accepts no liability and/or responsibility for the accuracy of these as-built or other documents. In addition, all drawing information contained in transferred electronic files, including, but not limited to, symbol libraries, blocks, details, etc. may not be reproduced, sold, distributed, or utilized in any form on any other project or by anyone else.

BergerABAM has provided the data contained in any electronic files solely for the Client's convenience and/or benefit. Reuse or reproduction of transmitted electronic data for any other purpose or party for which the material was not strictly intended, is prohibited, as BergerABAM retains all copyright and other legal interest in the material. The recipient of transferred electronic data recognizes and acknowledges that the use of such data will be at their sole risk and without any liability or legal exposure to BergerABAM.

No warranties of any nature, whether express or implied, shall attach to the electronic media or information contained thereon. Furthermore, recipient of transferred electronic data hereby releases and shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless BergerABAM from any and all claims, damages, losses, and expenses (Claims), including attorney's fees arising out, or resulting from the use of such transferred electronic data, including, but not limited to, Claims involving the completeness or accuracy of any data or information contained on the transferred electronic files.

INSURANCE

BergerABAM shall procure and maintain the following insurance: worker's compensation and employer's liability insurance, comprehensive general liability insurance, and professional liability insurance.

Within the limits and coverage of this insurance, BergerABAM will indemnify Client against loss or liability arising solely from the negligent acts or omissions of BergerABAM's employees, agents, and subconsultants.

Client agrees to require BergerABAM to be named as an additional insured for all insurance policies carried by Contractors, Subcontractors, Client, and Suppliers on which Client has been or will be named as an insured or additional insured.

Notwithstanding any other provisions in this agreement, nothing shall be construed or enforced so as to void, negate, or adversely affect any otherwise applicable insurance held by any party to this agreement.

OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES

In providing financial analyses or opinions of cost, economic feasibility, and scheduling for the Project, BergerABAM has no control over costs or prices of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures; market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; or other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, BergerABAM makes no warranty that the Client's actual Project costs, financial conditions, economic feasibility, or schedules will not vary from BergerABAM's opinions, analyses, projections, or estimates.

PROFESSIONAL PRACTICES

BergerABAM intends to perform the work it has agreed to do with the thoroughness and competence usual to the engineering profession at the time and place of performance. No other representation, either expressed or implied, will be construed from BergerABAM's proposal, contract, or work. Should BergerABAM certify anything with respect to the work, the certification will be considered a professional opinion and not a warranty.

LIABILITY

Regardless of the presence or absence of insurance coverage, BergerABAM shall not be liable for loss or damage associated with delays beyond BergerABAM's control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Client or others, however caused. BergerABAM's liability hereunder, whether in tort or in contract, for any cause of action shall be limited as follows: (a) for insured liabilities arising out of BergerABAM's negligence, to the amount of insurance then available to fund any settlement, award, or verdict; and (b) for uninsured liabilities, to 50 percent (50%) of the fee earned by BergerABAM under this Agreement. Client expressly agrees to this limitation of liability.

Client shall, at BergerABAM's option, defend BergerABAM against third-party claims arising from the work. Regardless of whether BergerABAM exercises this option, Client shall pay BergerABAM for damages, cost of defense, and expenses arising out of such claims (including reasonable charges at standard billing rates for time spent by BergerABAM personnel in

connection with the claims) at the time they are incurred. At the conclusion of litigation, BergerABAM will reimburse Client for those payments, in proportion to BergerABAM's relative negligence as determined by law.

DISPUTES

Should a dispute arise, Client will continue to pay BergerABAM's regular invoices. No offset or deduction will be made. Every effort will be made to resolve the dispute as expeditiously as possible. First, the parties will attempt to resolve the matter directly. Failing this, the matter will be submitted for mediation, which will be conducted in a manner mutually acceptable. The cost of mediation will be borne equally by the parties. If mediation is not successful, the dispute will be resolved in a court of competent jurisdiction. The venue will be federal or state court, located in King County, Washington.

In the event a claim by Client is not proved (the judgment is less than BergerABAM's prior settlement offer), Client shall pay BergerABAM for legal fees and other costs of defense. Costs include reasonable charges at standard billing rates for time spent by BergerABAM personnel in connection with the dispute. In the event of a dispute between third parties or between Client and third parties, where BergerABAM is required to assist (as in giving depositions), Client will pay BergerABAM at standard billing rates for time and expenses.

FORCE MAJURE

Neither party shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

CONTROLLING LAW

Law for this agreement will be the internal law for the State of Washington, USA.

Professional Services Contract
Contract Purchase Agreement No. _____

THIS Professional Services Contract is agreed, effective upon signature of this contract by and between CLARK COUNTY (County), a political subdivision of the State of Washington, and Conservation BergerABAM, Inc. (Contractor).

WITNESSETH

WHEREAS, the Contractor has been chosen for its expertise to provide Professional engineering services to conduct a condition assessment and evaluation of the buildings at Prairie Field. Prairie Field is located at 14500 NE 137th Avenue in Brush Prairie, Washington.

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 follows:

Work directly with the Department of Public Works Parks Division to provide professional services for Clark County and to perform those services more particularly as outlined in Exhibit "A".

2. Time. The contract shall be deemed effective upon signature of this contract by and between the County and the Contractor and will remain in effect through March 1st, 2017.

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice based on the charge for services outlined in Exhibit "A". The parties mutually agree that in no event shall the amount of billing exceed \$16,800

including applicable taxes, without prior written approval from 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 this contract. The waiver by the County of one or more breaches shall not be held or construed as a waiver of any other 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 performed 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 Contractor 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 Contractor in performance of this contract except for injuries and damages caused by the sole negligence of the County. If a court of competent jurisdiction determines 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 Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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 the rules and regulations promulgated thereunder (together, "FSLA"), and any other legislation, rules and regulations, insofar as they are applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of or related to FSLA or said other legislation, rules and regulations.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all applicable taxes, including city, county, state and federal.

9. Contract Documents: Contract documents consist of this contract and Exhibit "A", a scope of work proposal.

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, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the contract.

12. Public records act: Notwithstanding the provisions of this contract, 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 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 the Superior Court of Clark County, Washington.

14. Confidentiality. Except as provided in Section 12, above, 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. The Contractor further covenants that in the performance of this contract, no person having such interest shall be either hired as an independent contractor or employed by it.

16. Consent and Understanding. This contract 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

shall continue in full force and effect.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on this ____ day of ____ 2016.

CLARK COUNTY

BergerABAM.



Mark McCauley
County Manager

Helen Devery
Vice President

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



By Amanda Migchelbrink,
Deputy Prosecutor