

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 Design, Engineering and Permitting Services for new parking lot expansion at Felida Community Park. Total Contract Amount \$75,694

___ Consent ___ Hearing X 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 May 5, 2015 for a land purchase of a .59 acre parcel of land adjacent to Felida Community Park. The land is intended to be used for a future parking lot expansion. The additional parking is intended to alleviate the ongoing safety issue caused by on-street parking during sports play at the park. A site plan review process must be completed prior to making any improvements to the parking lot. Berger ABAM is a qualified to perform this necessary work (see attached scope and fee schedule). Parks Impact Fee District 9 Development Funds will be used to pay for the work.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

The purchase and development of the land as a parking lot was approved by the Park Advisory Board, the Felida Neighborhood Association and the Salmon Creek Soccer Club.

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.

PW16-138

		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.
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BUDGET DETAILS

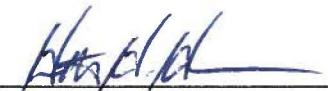
Local Fund Dollar Amount	\$75,694
Grant Fund Dollar Amount	
Account	PIF District 9 Development Fund
Company Name	Berger ABAM

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 9 Development 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
3279 / PIF 9 Development Fund		15,000		60,694		
Total		15,000		60,694		

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

The revenue will come from the Park Impact Fee District 9 Development 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
3279 / PIF 9 Dev Fund	0		15,000		60,694		
Total			15,000		60,694		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		15,000		60,694		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		15,000		60,694		

JP

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 Design, Engineering, and Permitting services on the .59 acre Felida Community Park Overflow Parking Area located at 3814 Northwest 122nd Street (Tax Lot No. 188210000).

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 June 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 \$75,694

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