

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works / Road Maintenance Division

**DATE:** October 27, 2015

**REQUESTED ACTION:** Execute a Professional Services Agreement with DLC Architecture, LLC, in the amount of \$17,000 to prepare bid documents and provide construction management for remodeling the main building at Maple Maintenance Shed. Also authorize the Public Works Director to sign supplemental agreements up to 10 percent of the maximum contract amount and approve future contract extensions for the life of the agreement.

\_\_\_\_ BOCC      X   COUNTY MANAGER    \_\_\_\_ HEARING

### **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**

A decision package was approved in the 2015-16 biennial budget to improve the Maple Maintenance Shed building, to address building code and seismic compliance. County Facilities contracted with a structural engineering firm to assess the building structure in September 2014, and determined the building does not meet current building and/or seismic codes. This project will address code compliance and safety requirements.

### **COUNCIL POLICY IMPLICATIONS**

None.

### **ADMINISTRATIVE POLICY IMPLICATIONS**

None.

### **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

PW15-084

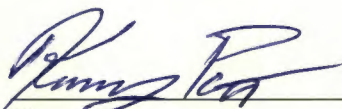
		supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.
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## BUDGET DETAILS

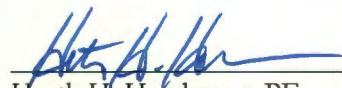
Local Fund Dollar Amount	\$17,000
Grant Fund Dollar Amount	\$0
Account	Road Fund
Company Name	DLC Architecture, LLC

## DISTRIBUTION:

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



Kenny Price  
Interim Road Maintenance Division Manager



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

## Attachments:

- Contract Agreement and Exhibit A

CC: Public Works Administration – Anita Temme, Linda O'Leary; Road Maintenance Division – Kenny Price

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

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

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

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

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

PW15-084

## 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

A decision package was approved in the 2015-16 biennial budget to improve the main building located at the Maple Maintenance Shed, to address building code and seismic compliance. County Facilities contracted with a structural engineering firm to assess the building structure in September 2014, and determined the building does not meet current building and/or seismic codes. This project will address code compliance and safety requirements.

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1012 / Road Fund	\$0	\$17,000	\$0	\$0	\$0	\$0
<b>Total</b>	\$0	\$17,000	\$0	\$0	\$0	\$0

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

Road Fund – Budgeted Item

### 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
1012 / Road Fund		\$0	\$17,000	\$0	\$0	\$0	\$0
<b>Total</b>		\$0	\$17,000	\$0	\$0	\$0	\$0

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	\$0	\$17,000	\$0	\$0	\$0	\$0
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$0	\$17,000	\$0	\$0	\$0	\$0

# **Professional Services Agreement**

Agreement Purchase No. \_\_\_\_\_

THIS AGREEMENT, entered this 27<sup>th</sup> day of October 2015, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and DLC Architecture, LLC, after this called "Contractor."

## **WITNESSETH**

WHEREAS, the Contractor has been chosen through a competitive bid process and selected by the County from the Municipal Research and Service Center roster for professional architectural and engineering services. The Contractor has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

### **THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:**

1. Services. The Contractor shall perform services as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Time. The agreement shall be effective beginning November 2, 2015; 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 billing exceed the dollar amount in Exhibit A without prior written approval of the County.

4. Termination. The County may terminate this Agreement immediately upon any breach by Contractor in the duties of Contractor as set forth in Agreement. 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 Agreement 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 Agreement 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 (a scope of work proposal and professional services budget). Where this agreement and the scope of work are inconsistent, the terms of the agreement shall take precedence.

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 in writing, signed by both parties and incorporated in the written amendments to the Agreement.

12. Public records act: Notwithstanding the provisions of this Agreement 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 Agreement.


16. Consent and Understanding. This agreement contains a complete and integrated

understanding of the Agreement 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 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 Agreement on the date first above written.

CLARK COUNTY

  
Mark McCauley,  
Acting County Manager

DLC ARCHITECTURE LLC

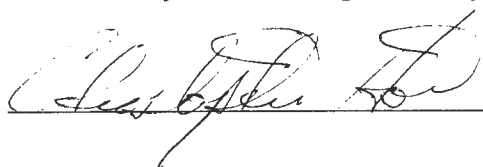
By \_\_\_\_\_

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

Title \_\_\_\_\_

APPROVED AS TO FORM ONLY  
ANTHONY F. GOLIK

*Clark County Prosecuting Attorney*



**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.





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

July 16, 2015

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

## EXHIBIT 'A'

### **RE: Scope of Work Proposal - Clark County- Maple Road Shed Building Improvements**

Thank you for the opportunity to provide this proposal. We are flexible to meet your exact needs and provide whatever level of service you require. This proposal summarizes and documents our scope of services and understanding to provide limited professional services to prepare building permit submittal/ bid drawings and specifications for limited improvements at the Public Works Maple Road Shed Building.

#### **Project Scope Summary/ Schedule:**

We understand the project consists of proposed improvements limited to structural upgrades as prepared by your separate consultant (KGA Structural Engineers) and a new fire alarm system. It is understood that the scope of services has been established by your meeting with David Maret and Jon Dunnaway at the County Building Department and Fire Marshal's Office, respectively back in 2014. As part of our earlier services, we prepare a preliminary cost estimate/ budget for the construction hardcost that will be used as a basis of design. The electrical engineer will prepare a fire alarm system component layout drawing and fire alarm installation specification. We will also prepare a reference building floor plan and technical specifications, to include with the structural upgrade package. We understand the County will prepare the contracting and bidding requirements (front end) and the project will be distributed to perspective bidders using the County's Small Works Roster.

This scope includes limited services to field verify and prepare a floor plan drawing to document the existing building layout and to be used as the background drawing. A bid set of documents will be prepared for County Building Dept. plan review and to be used as part of the County's Small Works Roster process. We also understand you are requesting services to assist during the bidding and construction phases of the project. We are prepared to begin work upon approval of our agreement and proceed diligently to complete our information gathering, preparation of technical drawings and specifications, begin coordinating with Consultants for a progress review submittal for your review with the appropriate County Staff.

#### **Scope of Work/ Design Fee:**

Our proposed Scope of Work and Design Fees are outlined and summarized on the following pages. It is understood that the County's Standard Professional Services Contract Form will be used for this agreement with our Scope of Work Summary/ Letter and exhibits will be attached to the Contract Form. Please call me with any questions or if you need additional information. We are excited at the opportunity to provide services for this project and look forward to working with you and your team.

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

David Commeree, AIA  
DLC Architecture, LLC



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The following summarizes the anticipated work assignments for Principal-in Charge (PIC), Project Manager (PM), and Designer/Drafter (DD) services.

DLC Architecture, LLC- Scope of Work Proposal- July 16, 2014

**Clark County- Maple Road Shed Building- Limited Improvements  
Information Gathering and Research -**

	<b>\$120 PIC</b>	<b>\$95 PM</b>	<b>\$75 DD</b>
Review existing drawings and site visit to field verify existing conditions		2	
Prepare existing conditions floor plan from field information		0	10
Consultant Coordination (Cost Estimator, Structural and Electrical Engineers)	0		
Review meeting with County Facilities and County Staff (assume up to 1 meetings)	0		
Quality Control Review and Drawing Coordination	0		
Subtotal of Hours	0	2	10

**Bid/Permit Submittal Document Preparation Phase**

	<b>PIC</b>	<b>PM</b>	<b>DD</b>
In-progress review meeting with County Staff (Assume 1 meeting)	2		
Prepare reference floor plan, code summary and project general notes)		4	10
Prepare technical specifications (contract and bidding requirements by County)	20	2	
Consultant Coordination (Structural and Electrical Engineers)	2		4
Quality Control Review and Drawing Coordination (1 review submittal)	1	1	
Prepare and submit County building permit application and submit for review	1	3	
Answer questions during County permit review process		4	
Subtotal of Hours	26	14	14

**Bidding and Negotiation Phase**

	<b>PIC</b>	<b>PM</b>	<b>DD</b>
Attend pre-bid meeting and meeting summary notes		3	
Answer Contractor questions during bidding		3	
Prepare addenda during bidding process to clarify questions (assume 2)	1	8	
Assist Owner with evaluation Contractor Bids	1		
Subtotal of Hours	2	14	0

**Construction Administration (Assume 1 month)**

	<b>PIC</b>	<b>PM</b>	<b>DD</b>
Prepare and Attend Pre-Construction Conference		4	
Review shop drawings and submittals	2	6	
Attend site observation visits/ meetings (Assume 2 total)		6	
Prepare observation notes/ meeting minutes/ distribution		6	
Answer contractor questions and provide responses		12	
Prepare Proposal Requests for Owner requested changes		3	
Review Contractor cost proposals (Assume 2)		3	
Review Contractor Applications for Payment (Assume 2)	2		
Prepare Change Orders (Assume 1)		2	
Attend Substantial Completion review and prepare punch-list notes (assume 1)	4		
Attend Final Completion Review (Assume 1)	2		
Subtotal of Hours	10	42	0
Subtotal Hours Breakdown	38	68	24
Total Fee Breakdown for DLC Architecture, LLC	\$4,560	\$6460	\$1,800



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DLC Architecture, LLC-  
**Clark County- Maple Road Shed Building- Limited Improvements**  
FEE BREAKDOWN- July 16, 2015

**Proposed Design Services Fees:**

DLC Architecture, LLC	\$12,820.00
MKE & Associates, Inc.	\$ 3,700.00
Architectural Cost Consultants, LLC	\$ 0
<b><u>Estimated Reimbursable Expenses*</u></b>	<b><u>\$ 480.00</u></b>
<b>TOTAL Fee (Lump Sum) and Estimated Expenses</b>	<b>\$17,000.00</b>

Services, plus any reimbursable expenses, will be invoiced on a monthly basis as services are performed. Invoices not paid within 30 days after receipt, may be subject to 1.5% service charge per month (18% annual rate).

\* Reimbursable expenses include actual expenses in the interest of the project, including mileage, photocopies, plotting and reprographics services, postage, additional consultants, and other related costs, plus a 10% administrative charge. Estimated expenses do not include printing of documents for City Submittals, Contractors, Subcontractors, building permit review or any Jurisdictional fees and charges.

**Project Assumptions:**

1. No other professional services are provided in this proposal, such as interior design, furniture layout/ design services, comprehensive architectural and engineering services.
2. No Structural Engineering services are provided.
3. No Landscape Architecture services or Land Use Planning services are provided.
4. No Civil Engineering, Traffic Engineering or Environmental Consulting services are provided.
5. No low voltage systems are provided, unless specifically included in proposal.
6. No Pre-App, Clark County Land Use (Site Plan Review) or SEPA process services are provided.
7. No printing/ reproduction for permits, bidding or contractor documents are provided.
8. No preparation of record drawings are included.
9. Fire alarm/sprinkler system will be bidder designed as outlined in specifications.

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

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



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The Standard of care for all professional services performed or furnished by Consultant under this agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Services will be performed as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

Either party may terminate this agreement with 7 days written notice and any services/fees for work completed prior to that date will be paid in full, including any incurred reimbursable expenses.

We will work with you to develop a milestone project schedule and begin work upon approval of our agreement and proceed diligently to complete our services. We understand your target schedule is to start the bidding process and then construct the improvements, as soon as jurisdictional permits are available.

**Additional Services, as requested by the County can be provided on an hourly basis, plus any reimbursable expenses:**

1. Other Engineering and Consultant Services not specifically included in proposal.
2. Additional site visits by Architects and Engineers.

Any requested additional services will not be performed without your written authorization. If any requested Additional Services are requested they will be billed at DLC Architecture, LLC's Standard 2014 hourly rates for services, per the attached Schedule of Hourly Rates, plus any consultant services and reimbursable expenses\*. Any additional requested consultants' services will be billed at cost, plus a 10% administrative charge. Payment is due 30 days of billing receipt per terms outlined above.

DLC Architecture, LLC

**2014 Schedule of Standard Hourly Rates:**

Principal:	\$120.00
Project Manager:	\$ 95.00
Senior Designer/ Drafter:	\$ 75.00
Drafter:	\$ 55.00

Rates are subject to change one year after agreement date.