

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Community Development

**DATE:** March 9, 2017

**REQUESTED ACTION:**

Approve contract for consulting engineering services, SW Consulting Engineering

Consent     Hearing     County Manager

**BACKGROUND**

The Building Safety program does not have a structural engineer on staff to review engineered plans. As such, Community Development contracts with third party structural engineers.

**COUNCIL POLICY IMPLICATIONS**

There are no policy implications.

**ADMINISTRATIVE POLICY IMPLICATIONS**

This structural engineer is enrolled in our county database for consultants & engineers and has been approved per our consulting policies

**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	\$40,000
Grant Fund Dollar Amount	

Account	
Company Name	

**DISTRIBUTION:**

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

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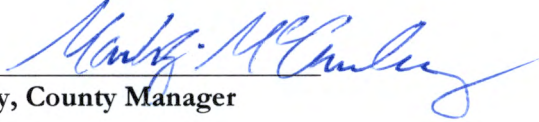
\_\_\_\_\_  
**Diana L. Hintz, OAIH**  
**Building Safety Program**

  
\_\_\_\_\_  
**Marty Snell, Director**  
**Community Development**

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

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

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

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

DATE: 3/27/17

## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – Building Safety budgets for third party engineering consultants-contract modification. The \$40,000 falls within the existing budget authority for 2017/2018

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1011.000.588.558550.419.000000		\$40,000		\$40,000		\$40,000
<b>Total</b>						

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

Fee revenue covers the cost of providing the third party consulting engineers-modification

### 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
1011.000.588.558550.419.000000			\$40,000		\$40,000		\$40,000
<b>Total</b>							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		\$40,000		\$40,000		\$40,000
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>						

## **CONTRACT**

*THIS AGREEMENT, entered this 1st day of January 2017, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and SW Consulting Engineering Inc. after this called "Contractor."*

### WITNESSETH

*WHEREAS, the contractor has been chosen through a competitive process by the County for their expertise to provide structural engineering services*

*WHEREAS, Clark County does not have available staff nor the expertise to provide such services for the benefit of the of Clark County citizens;*

*NOW, THEREFORE, THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:*

*1. Services. The Contractor shall perform services as follows:*

*A. Generally: To provide professional services for Clark County, and to perform those services more particularly set out in the attached proposal attached hereto and incorporated herein by this reference as Exhibit "A."*

*2. Time. The contract shall be deemed effective beginning 01/01/2017 and ending 12/31/2017. Unless agreed to in advance, reproducible documents shall be delivered to the County on or within 30 days of receipt of plans.*

*3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the following schedule:*

*A. Fees paid Contractor shall be those fee schedules set forth in Exhibit "A."*

*The parties mutually agree that in no event shall the amount of billing exceed \$ 40,000 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 breach shall not be held or 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 Clause. **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 not 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 requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Insurance: The Contractor shall also provide to Clark County proof of a professional errors and omissions insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. It should be an occurrence based policy. If the policy is claims based, then Extended Reporting Period Coverage shall be purchased for three (3) years after the end of the contract.

The Contractor shall provide to Clark County a copy of commercial general liability insurance to protect against legal liability arising out of Contract activity. Such

*insurance shall provide a minimum of \$1,000,000 per occurrence and \$1,000,000 annual aggregate limit.*

*This insurance as well as all workers' compensation coverage for compliance with WAC 51 must cover Contractor's operations under this Contract, whether such operations are by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them.*

*If the Contractor or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Contractor through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Contractor does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Contractor letterhead shall be submitted by the Contractor.*

*9. Contract Documents. Contract documents consist of this agreement and Exhibit "A," which consists of a Proposal for Professional Services and an attached fee Schedule. Where provisions of the contract and provisions of the Proposal for Professional Services are inconsistent, the provision contained in the contract shall be controlling.*

*10. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, 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 agreement.*

*12. Governing Law. This agreement shall be governed by the laws of the State*

*of Washington. Venue for any litigation shall be Clark County, Washington.*

*13. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, Contractor agrees to keep such information confidential.*

*14. 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 agreement, no person having such interest shall be employed.*

*15. Consent and Understanding. This agreement 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.*

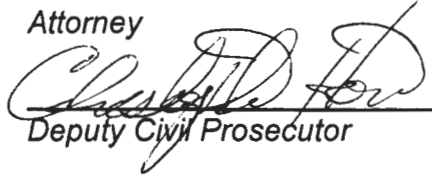
*16. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.*

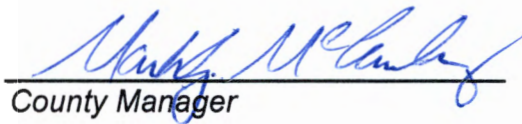


IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

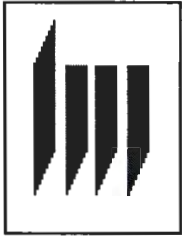
APPROVED AS TO FORM ONLY  
Anthony F. Golik

Attorney

  
Deputy Civil Prosecutor

  
County Manager

  
SW Consulting Engineering



**SW  
Consulting  
Engineering**

STRUCTURAL/CIVIL

Voice: (503) 245-4699 Fax: (503) 245-4557  
8321 SW 20<sup>th</sup> Ave., Portland Oregon 97219

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Jan.1, 2017

Mr. Lou Malattia,  
Chief Plans Examiner,  
Clark County Building Department,  
P.O.Box 9810,  
Vancouver, WA

**RE: Proposal For Structural Engineering Plan Review Services.**

Dear Mr. Malattia,

**A. Purpose**

We are seeking an opportunity to provide independent structural engineering plan review services to your jurisdiction.

We have had the pleasure of providing structural plan review services to your jurisdiction in the past, and look forward to an opportunity to do so again.

**B. Enclosures:**

The following items have been enclosed for your review:

1. List of references and plan review experience with other jurisdictions in the states of Oregon and Washington.
2. Types of plan review services offered by SW Consulting Engineering.
3. Summary of technical expertise, professional experience and specialty engineering skills available from SW Consulting Engineering.
4. Resume for principal of SW Consulting Engineering.
5. Fee schedule for plan review services.
6. Insurance information.

We respectfully request that you review the above enclosure and contact us with any questions

### **C. Proposal For Services;**

We propose to offer our structural plan review services at a reduced rate of \$80/hour.  
(Please note our standard billing rate for non-plan review services is \$150/hour.)  
Additionally SW Consulting Engineering can assist you in developing the following:

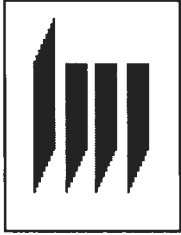
1. An independent plan review services scheme to suit the needs of your jurisdiction. A well defined system for independent plan review is crucial for providing satisfactory services to permit applicants.
2. Assistance with contracts for plan review services.
3. Assistance with developing structural standards and details for residential structures for which no formal engineering has been provided.

We welcome the prospect of working with your jurisdiction. Please feel free to call with questions or comments.

Sincerely,



Satyajit Widyaratne, P.E.  
Principal Engineer



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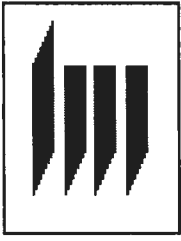
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## **REFERENCES AND STRUCTURAL PLAN REVIEW EXPERIENCE**

We are pleased to offer the following references and structural plan review experience summary.

- **Bureau of Development Services, City of Portland, Oregon**  
SW Consulting Engineering has performed a multitude of structural engineering plan reviews on new one-and-two family dwellings per the 2000 IRC and 2003 IBC.  
SW Consulting Engineering interfaced regularly with permit applicants on behalf of the City of Portland.  
Additionally, plan review services were provided on a highly structured and short turn-around schedule in keeping with stipulations by the city.  
References:  
Mr. Jed Sampson P.E., Chief Structural Engineer, City of Portland.  
(503) 823-7540  
Ms. Suzanne Vara, Manager/ residential plan reviews  
(503) 823-7542
- **Department of Clark County, Vancouver, Washington**  
SW Consulting Engineering has provided structural engineering plan reviews on a wide variety of commercial, institutional, and industrial structures.  
Projects included large and complex schools, church facilities, etc.  
References:  
Mr. Lou Malattia, Lead Plans Examiner, Clark County  
(360) 397-2375 Ext 4086
- **City of Stevenson, Washington**  
SW Consulting Engineering has provided structural engineering plan reviews on a variety of commercial, institutional, and industrial structures.  
Projects included new school complex, and large hotel/resort.  
References:  
Mr. Dave Nail, Building Inspector and Plans Examiner  
(509) 427-5970  
Ms. Mary-Anne Duncan-Cole, Manager City of Stevenson.  
(509) 427-5970
- **City of Ridgefield, Washington**  
SW Consulting Engineering has provided structural engineering plan reviews on a variety of commercial, institutional, and industrial structures.  
References:  
Mr. Jim Perry, Building Official (360)887-8610



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## **TYPES OF STRUCTURAL ENGINEERING PLAN REVIEW SERVICES OFFERED BY SW CONSULTING ENGINEERING**

### **A. Complete Structural Reviews**

Complete structural review of building structures for conformance with the 2015 IBC or, 2015 IRC for one and two family residential structures.

### **B. Limited Structural Reviews**

Where budgetary restraints do not allow adequate funds for a complete structural engineering review, SW Consulting Engineering can provide a limited review of both the vertical and lateral force systems on a fixed fee, to ensure that the most critical structural elements are in conformance with the applicable code.

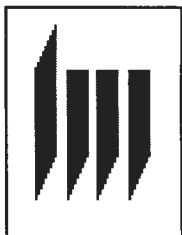
### **C. Review of a Particular Condition/Aspect of A Structure**

Where only a certain aspect or condition of a structure may warrant a structural engineering review, those portions can be reviewed by SW Consulting Engineering.

### **D. Structural Review of Specialized Applications**

There are many specialized structural applications on which a permitting jurisdiction may choose to seek an independent structural review. Such applications include:

- (i) Overhead unistrut/superstrut grids in hospitals for heavy suspended medical equipment.
- (ii) Proprietary retaining wall system such as keystone, cornerstone, ultrablock, gabions, H-pile walls, pin pile walls etc.
- (iii) Structural insulated panel (SIP's) applications.



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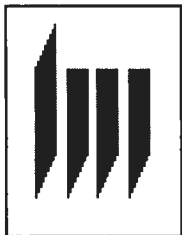
## **PROJECT EXPERIENCE**

SW Consulting Engineering is thoroughly familiar with the structural design and construction practices relating to steel, concrete, masonry and wood buildings. Design experience includes new school facilities, large church complexes, apartment and condominium complexes, office buildings, industrial facilities, warehouses, strip malls, one and two family residences etc....

## **RECENT AND PAST EXPERIENCE**

The following are projects for which SW Consulting Engineering has served as structural engineer of record.

- ◆ Gales Creek Camp phase 3  
Forest Grove, OR  
Multiple cabins and other structures on camp ground for diabetic children.  
Currently in permitting phase
- ◆ Olin Warehouse, Orchard, WA  
45,000 sq. ft. tilt-up concrete warehouse
- ◆ Auburn Municipal Airport, Auburn, WA  
T-hangars for light aircraft
- ◆ New Administration Facility, Rainier, WA  
12,000 sq.ft CMU office building for U.S. Gypsum Co.
- ◆ Our Lady of Lourdes School & Church, Vancouver, WA  
Complete seismic upgrade/retrofit of facility built in 1955
- ◆ New office building, Battle Ground, WA  
9600 sq. ft. 2-story masonry building.



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**Satyajit Widyaratne, P.E.**

**PROFESSIONAL  
REGISTRATION**

Registered professional engineer in the state of:  
Oregon (License # 46202)  
Washington (License # 28671)

**EDUCATION**

B.S. Civil Engineering 1987  
Oregon State University (with specialization in  
structural engineering)

**EXPERIENCE**

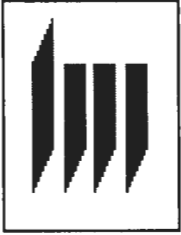
over **29 years** of experience in structural  
engineering in the Vancouver, Washington and  
Portland, Oregon areas.

Worked as project engineer for 9 years at Kramer  
Gehlen & Assoc., a Vancouver, WA Structural  
Engineering firm. Left firm to start SW Consulting  
Engineering in 1999.

Experienced in the structural analysis and design of  
commercial, institutional, industrial, & residential  
buildings in wood, masonry, concrete, and steel.

Special expertise in the structural design of public  
facilities such as schools and churches; responsible for  
the structural design of many new school complexes in  
the Vancouver, WA area.

Responsible for structural analysis, design, preparation  
of construction documents and specifications,  
managing of structural issues during the construction  
phase, etc..., on a wide variety of projects.



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## **ATTACHMENT A ( PLAN REVIEW SERVICES)**

### **1. Fee Schedule**

Hourly rates for structural engineering services are as follows, except as noted in items 3 below.

Engineering	\$ 80.00/hr. *
Technician/Auto-Cad Drafting	\$ 65.00/hr.
Secretarial	\$ 45.00/hr.
Mileage	\$ 0.55/mile **
Reimbursables	Cost plus 10% ***

\* Typical for all engineers billed through SW Consulting Engineering

\*\* Travel time for engineers billed at \$80.00/hr.

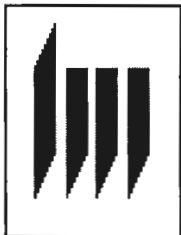
\*\*\* Typical reimbursables include:

- Printing costs
- Misc. stationary as required for maintaining documentation
- Auto-Cad drawing plots
- Messenger services; UPS, Fed-Ex costs
- Other consultant fees billed through SW Consulting Engineering

### **2. Terms**

- A. Structural Engineering plan review fees will be billed in full at the completion of each review phase.
- B. Payment is due within 30 days of billing date.





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## **PROFESSIONAL LIABILITY INSURANCE INFORMATION**

SW Consulting Engineering is an insured firm with professional liability insurance coverage of **\$1,000,000.00** claim limit. Please call SW Consulting Engineering or Mr. David Deurwaarder at PyaneWest Insurance Agency for more information (541) 705-2177.