

CLARK COUNTY STAFF REPORT

DEPARTMENT: General Services-Facilities

DATE: January 18, 2017

REQUESTED ACTION: To approve the Professional Services Contract with PBS Engineering & Environmental Inc. for the Fairgrounds Stormwater Facility Improvement Project.

____ Consent ____ Hearing X County Manager

BACKGROUND

PBS Engineering & Environmental Inc. has been chosen through the MRSC consultant roster to provide professional services for the Facilities Department for the Clark County Fairgrounds Stormwater Facility Improvement Project, beginning February 1, 2017 and ending December 31, 2017. The services that will be billed by PBS Engineering & Environmental Inc. for this contract shall not exceed \$28,990.00 without prior written approval of the County. These amendment cost will be covered in our existing budget from funding that facilities requested in the supplemental package for the Fairgrounds Parking Lot F Project.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

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.

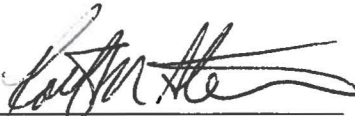
BUDGET DETAILS

Local Fund Dollar Amount	\$28,990
Grant Fund Dollar Amount	0
Account	Facilities Projects Fund 5193
Company Name	PBS Engineering & Environmental Inc.

DISTRIBUTION:

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

Michelle Schuster
Administrative Services Manager II



Robert Stevens
Director of General Services

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: 
Mark McCauley, County Manager

DATE: 2/7/17

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

This project has already been funded.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total						

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

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
Total							

III. B – Expenditure by object category

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

Professional Services Contract

Contract Purchase No. _____

THIS CONTRACT is entered into this _____ day of _____ 2017, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and PBS Engineering and Environmental Inc., after this called "Contractor."

W I T N E S S E T H

WHEREAS, the Contractor has been chosen from the MRSC vendor roster by the County and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto 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.
2. Duration. The Contract shall be effective beginning February 1, 2017 and ending December 31, 2017.
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 billed by the Contractor exceed \$28,990.00 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 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 Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine 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 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 Contract.

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 Contract 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 Contract and Exhibit A, a scope of work. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

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. Any and all revisions to this Contract, including without limitation, any changes in scope and any increase or decrease in the amount of the Contractor's compensation, shall be in the form of written amendments to the Contract, and shall be mutually agreed upon and signed by both County and the Contractor.

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:

Clark County - General Services

C/O Public Records

PO Box 5000

Vancouver, WA 98660

13. Governing Law; Venue. This Contract 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. Subject to the provisions of section 12, above, 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 Contract contains a complete and integrated understanding of the contract 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 Contract is held invalid, it shall be severed from the remainder, which shall continue in full force and effect as conforming to the terms and requirements of applicable law.

18. Insurance. The Contractor shall maintain Professional Liability Insurance in the amount of Two Million Dollars and Commercial Liability Insurance in the amount of Half a Million Dollars. All parties to this Contract hereby agree that the Contractor's coverage will be primary in the event of any loss. As evidence of the insurance coverage required by this contract, the Contractor shall furnish a Certificate of Insurance to the County. This Contract shall not be effective until the required certificates have been received and approved by the County. Contractor will send a renewal certificate to the county 10 days prior to any expiration of coverages during the Contract period.

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

CLARK COUNTY



Mark McCauley,
County Manager

PBS Engineering and Environmental Inc.

By 

Printed Name Gregory P. Jellison

Title Principal

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK

Clark County Prosecuting Attorney



Chris Horne,
Sr. 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

☐ No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.



Exhibit A
Scope of Work for
Land Surveying and Engineering Design Services

Clark County Fairgrounds Stormwater Facility Improvements

December 26, 2016

PROJECT UNDERSTANDING DESCRIPTION AND BACKGROUND

The existing stormwater pond at the Clark County Fairgrounds, near the horse arena, (facility # FA1404) is in need of maintenance and updates. The facility is filled with silt and it appears that it no longer provides water quality treatment.

In general, the scope of work will involve, but not be limited to, the following key components and deliverables:

- Topographic Survey
- Prepare a Preliminary Maintenance Plan including a preliminary cost estimate
- Prepare a Final Maintenance Plan, including cost estimate and construction notes
- Prepare an Operations and Maintenance (O&M) manual.
- Assist in Bidding and Award
- Provide limited assistance during construction
- Prepare as-builts

PROJECT ASSUMPTIONS

1. Assume that the proposed maintenance and improvements will require no permits.
2. PBS will prepare a Maintenance Plan that includes detailed description of improvements to the contributing basin area to reduce the amount of silt and soil entering the pond; the plan will also provide for maintenance/cleaning and repair of the facility.
3. Preliminary and final plans for review will be produced on 11 x 17 sheets.
4. One set of as ready PS&E plans will be provided on full size Mylar.
5. Construction specifications will be provided in the form of notes incorporated in the plan set.
6. This project will be designed for construction under a single bid contract.

314 West 15th Street, Vancouver, WA 98660
360.695.3488 - Main
360.695.8767 - Fax
www.pbsebv.com

Bend | Boise | Coos Bay | Eugene | Portland | Seattle | Tri-Cities | Vancouver | Walla Walla

DETAILED SCOPE OF WORK

TASK 1 – PROJECT ADMINISTRATION/MEETINGS

The project manager shall oversee project tasks and coordinate with Clark County representatives to manage the scope, schedule, and budget for the project. The project manager will prepare monthly invoices and attend meetings with county staff as follows:

1. Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups.
2. During the design phase we anticipate participating in two project meetings with the client, one after the preliminary design, and one after the final design.

Deliverables:

- Monthly invoices
- Meeting notes

TASK 2 – DATA COLLECTION

Topographic surface elements shall be surveyed across the site to collect information on the existing stormwater facilities. The project manager will perform a site visit during data collection task to assist the survey crew understand the scope of the work.

Design Survey Surface Elements:

- Extents of detention pond
- Larger Trees within the stormwater pond (evergreen or deciduous) with diameter identified
- Landscape features
- Fences
- Edge of pavements
- Wastewater utilities with size identified and invert elevations given
- Stormwater utilities with size identified and invert elevations given
- Building corners

The finish product shall include:

- File Compatible with AutoCAD Civil
- Tin Surface
- Wastewater & Stormwater Pipe Networks
- Existing Ground Contours
- Vertical Datum and Basis Of Bearing
- Point Files

Deliverables:

- Survey base map

TASK 3 – MAINTENANCE PLAN/CONSTRUCTION COST ESTIMATES

This task includes the preparation of the preliminary and final maintenance plan to be used to bid and construct the improvements. The plan will show site improvements to restore the stormwater facility, reduce the sediment and pollution entering the facility. Detail description of this task follows:

1. Base Drawing preparation.

Utilizing the survey information, the design team will prepare a based drawing in AutoCAD format to use as the basis of design. To supplement the contour information, the team will incorporate GIS contours. This additional information will allow the team to estimate the contributing drainage basin area.

2. The maintenance plan will include the following:

- a. Cover Sheet and Vicinity Map
- b. Index Sheet and Legend
- c. Construction Notes
- d. Erosion Control Plan and Details
- e. Grading Plan
- f. Stormwater Plan
- g. Construction Details

3. Compute quantities and prepare the Engineers Estimate of construction costs.

Deliverables:

- Preliminary and Final Maintenance Plan
- Mylar set for advertising
- Engineering Estimate of Construction Costs

TASK 4 – OPERATIONS AND MAINTENANCE (O&M) PLAN

This item includes the preparation of an O&M plan to assist County staff with the maintenance of the stormwater facilities. The O&M plan will include description on maintenance tasks and schedule of work.

Deliverables:

- Operations and Maintenance plan in PDF format

TASK 5 – BID/CONSTRUCTION SUPPORT AND AS-BUILTS

The County will advertise the project and perform all Construction Administration services during the Bid & Award Phase. PBS staff will be available to respond to contractor questions during the bidding process. (Assume a total of 8 hours)

PBS project manager will attend the pre-construction meeting and assist the County with support and information during the construction process. (Assume a total of 8 hours)

At the end of construction, the project manager will perform a final walkthrough and create a punch list of items to be finalized by the contractor. PBS staff will prepare as-builts of the stormwater system for the County. As-builts will be based on survey information provided by the contractor.

Deliverables:

- Punch List
- As-builts



EXHIBIT B-2

Clark County Fairgrounds Stormwater Facility Improvements

Task and Description	PBS (Engineering/Management)										HDJ	SUB	BUDGET
	ENG-VII	ENG-VI	ENG-V	ENG-IV	Survey-Mngr	Survey Crew	Survey Tech	CAD-III	ADMIN	Expense	TOTAL	TOTAL	AMOUNT
Task 1. Project Administration/Meetings		8.00		2.00					4.00		1,704.00	0.00	\$1,704.00
Task 2. Data Collection		2.00			2.00	24.00	16.00			50.00	5,898.00	0.00	\$5,898.00
Task 3. Maintenance Plan/Cost estimates		8.00		90.00				34.00		100.00	15,880.00	0.00	\$15,880.00
Task 4. O&M Plan		10.00		3.00					1.00		1,946.00	0.00	\$1,946.00
Task 5. Bid/Construction and As-builts		20.00		4.00						50.00	3,562.00	0.00	\$3,562.00
											0.00	0.00	\$0.00
TOTAL HOURS	0.00	48.00	0.00	99.00	2.00	24.00	16.00	34.00	5.00				
HOURLY RATES	200.00	150.00	138.00	128.00	150.00	152.00	100.00	90.00	62.00				
TOTAL DOLLARS	0.00	7,200.00	0.00	12,672.00	300.00	3,648.00	1,600.00	3,060.00	310.00	200.00	28,990.00	0.00	28,990.00