

CLARK COUNTY STAFF REPORT

DEPARTMENT: General Services-Facilities

DATE: February 17, 2017

REQUESTED ACTION: To authorize the County Manager to execute a Professional Services Contract with DLC Architecture LLC for a roof replacement project.

Consent Hearing County Manager

BACKGROUND

DLC Architecture LLC has been chosen through the MRSC consultant roster to provide professional services for the Facilities Department for the roof replacement project, beginning in March 2017. This project was approved in the 2017-18 budget process by the BOCC in package GEN-07 and will be funded by a combination of both REET and Campus Development Fund dollars. The roofs that are scheduled for replacement include the Public Service Center (PSC), Center for Community Health (CCH), Death Investigation, Courthouse, and 1408 Franklin Street. The cost of the professional services will not exceed \$219,330.00.

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

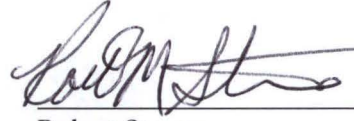
| | |
|--------------------------|---------------------------------|
| Local Fund Dollar Amount | \$219,330.00 |
| Grant Fund Dollar Amount | |
| Account | Fund 5193 - Facilities Projects |
| Company Name | DLC Architecture |

DISTRIBUTION:

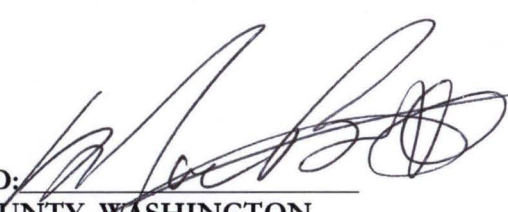
Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Michelle Schuster
Administrative Services Manager II



Robert Stevens
Director of General Services




APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: MAR. 7, 2017

SR# SR 047-17



APPROVED: 
Mark McCauley, County Manager

DATE: 3/8/17

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 is being funded in two ways by REET and Campus development (1027) funds approved by the BOCC in the 2017-18 budgetary process.

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 |
| 5193/Facilities Projects | | | 219,330 | | | | |
| | | | | | | | |
| | | | | | | | |
| Total | | | 219,330 | | | | |

III. B – Expenditure by object category

| Fund #/Title | Current Biennium | | Next Biennium | | Second Biennium | |
|----------------------|------------------|---------|---------------|-------|-----------------|-------|
| | GF | Total | GF | Total | GF | Total |
| Salary/Benefits | | | | | | |
| Contractual | | 219,330 | | | | |
| Supplies | | | | | | |
| Travel | | | | | | |
| Other controllables | | | | | | |
| Capital Outlays | | | | | | |
| Inter-fund Transfers | | | | | | |
| Debt Service | | | | | | |
| Total | | 219,330 | | | | |

Professional Services Contract

Contract Purchase No. _____

THIS CONTRACT is entered into this 7th day of MARCH 2017, 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 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, which is attached hereto.
2. Duration. The Contract shall be effective beginning February 24, 2017 and ending December 31, 2018.
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 \$219,330.00 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. The Contractor shall 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
Mark McCauley,
County Manager

DLC Architecture LLC.

By David Commerce

Printed Name DAVID COMMERCE

Title OWNER/MANAGER

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK

Clark County Prosecuting Attorney

Chris Horne
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.



11815 NE 113th Street, Suite 104
Vancouver, WA 98662
360.601.9858

January 17, 2017

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- Re-roof Project for 5 Buildings

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 preliminary designs, building permit submittal/ bid drawings with specifications and subsequent bidding and construction phase services as a single design project to re-roof 5 existing County buildings in downtown Vancouver, WA, as generally summarized below.

Project Scope Summary:

We understand the project consists of re-roofing 5 existing buildings that will require separate submittals for building permit plan review and assume a single contractor bid package will be prepared to be awarded to a single contractor who is anticipated to perform their work under one contract as one continuous project. If determined by current market conditions and anticipated roofing contractor schedules, in consultation with you, we will work with you to prepare separate specific buildings into individual (or doubled up) bid packages.

The re-roofing scope of work for each building will require a slightly different approach, based on your initial roof assessment and budget, the general scope for each building are summarized below:

1. 1408 Franklin Street- Auto Licensing/ Elections Building:

The scope for this building roof project includes the tear off the existing roof system down to the existing wood decking, and then installing a full taper system with a 1/4" nominal per foot slope. Our research indicates that the City will require the new rigid insulation system to be a minimum of R38 thickness in order to comply with current State Energy Code requirements for a "Replacement" approach roofing project. The new insulation thickness may necessitate parapet extensions at the perimeter of the building that will require related structural engineering services. As an alternate to providing new parapet extensions, we will explore whether or not gravel stop type design at existing parapets would be an option for this building. A new Fiber Tite PVC/KEE or other approved PVC type single-ply roofing membrane system is anticipated to be installed over new cover board over new rigid insulation to comply with roofing manufacturer's installation instructions, with new associated sheet metal flashing assemblies. The new roofing system membrane will be specified for a 20 year manufacturer standard warranty. The existing roof mounted HVAC duct work and curbs will need to be removed, raised and new rooftop ductwork provided in order accommodate the new insulation thickness and roof system requirements and will be incorporated into the permit/ bid documents. A mechanical engineer will be retained as part of this scope of work to assist with these related issues. The requirements and feasibility to provide new roof drains and/or overflow drains and fall protection anchors will be researched and evaluated as part of the project.

2. 1300 Franklin Street- Public Service Center:

The scope of this building roof project anticipates a ("Roof Recover") approach that includes leaving the majority of the existing roof membrane in place in order to not trigger the requirements of the current



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State Energy Code to install additional insulation to a minimum of R38 thickness. This project scope includes installing a cover board directly over the existing single layer of roofing system membrane and replacing encountered damaged rigid insulation, assumed to be minor areas. It is anticipated that a Fiber Tite PVC/KEE or other approved PVC type single-ply membrane will be installed over the new cover board to comply with roofing manufacturer's installation instructions, along with all associated sheet metal flashings. It is assumed that the majority of the existing building rigid insulation will be serviceable to remain with only some minor damaged areas to be replaced and that the existing insulation thickness will be acceptable to the City to replace in existing thicknesses and not trigger compliance with the current State Energy Code. We understand that no removal of rooftop equipment/curbs, exposed ductwork/conduits, etc. (and no raising of existing parapets, equipment and curbs) will be required. It is understood that the existing PV panels will be noted on the lower roof levels to be removed and reinstalled as part of the work, and will remain in their current locations. No work is anticipated at metal roofs areas and at covered walkways. No roofing is anticipated at the parking garage entry kiosk roof. It is understood that no new fall protection anchors will be required for this building since these were installed when the building was originally constructed.

3. 900 West 13th Street- Medical Examiner Building:

The scope of this building roof project includes installing a new roof assembly over the existing roofing system ("Roof Recover") approach. It is understood that there is only one existing layer of roofing at this building and the new roof assembly can be installed without triggering the full requirements of the current State Energy Code requirements. It is anticipated that a Fiber Tite PVC/KEE or other approved PVC type single-ply membrane will be installed over the new cover board to comply with roofing manufacturer's installation instructions with all associated sheet metal flashings. It is assumed that the majority of the existing building rigid insulation will be serviceable to remain with only some minor damaged areas to be replaced and that the existing insulation thickness will be acceptable to the City to replace in existing thicknesses and not trigger compliance with the current State Energy Code. We understand that no removal of rooftop equipment and curbs (and no raising of parapets, equipment and curbs) will be required. It is understood that no new fall protection anchors will be required for this building since these there are existing mechanical equipment screens that provide acceptable barriers.

4. 1200 Franklin Street- Courthouse (no walkways and no Jail/Justice Center Building):

The scope of this building roof project includes installing a new roof assembly over the existing roofing system ("Roof Recover") approach. It is understood this building roof consists of an existing concrete deck. It is understood that there is only one existing layer of roofing at this building and the new roofing assembly can be installed without triggering the requirements of the current State Energy Code requirements. It is anticipated that a Fiber Tite PVC/KEE (felt backed) or other approved PVC type single-ply membrane will be installed over the new cover board to comply with roofing manufacturer's installation instructions with all associated sheet metal flashings. We understand that no removal of rooftop equipment and curbs (and no raising of parapets, equipment and curbs) will be required. The requirements and feasibility to provide new fall protection anchors will be researched and evaluated as part of this project.

5. 1601 E. Fourth Plain Blvd- Center for Community Health:

The scope of this building roof project includes possibly removing the existing roof membrane or leaving the membrane in place to not trigger the full requirements of the current State Energy Code requirements and installing a cover board directly over the existing single layer of roofing system membrane (to be determined after review with the City Building Dept.). It is anticipated that a Fiber Tite



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PVC/KEE or other approved PVC type single-ply membrane will be installed over the new cover board to comply with roofing manufacturer's installation instructions with all associated sheet metal flashings. It is assumed that the majority of the existing building rigid insulation will be serviceable to remain with only some minor damaged areas to be replaced and that the existing insulation thickness will be acceptable to the City to replace in existing thicknesses and not trigger compliance with the current State Energy Code. We understand that no removal of rooftop equipment/ curbs, exposed ductwork/conduits, etc. (and no raising of existing parapets, equipment and curbs) will be required. It is understood that the existing PV panels will be noted to be removed and reinstalled as part of the work and will remain in their current locations. No work is anticipated at metal roofs areas, existing ballasted roof areas and at covered walkways. It is understood that no new fall protection anchors will be required for this building since these were installed when the building was originally constructed.

As a general note, unless specifically noted in the individual building roofing scope of work above, it is understood that no revisions to the existing metal roofs, no new parapet extensions, no new ladders, no new fall protection anchors, no raising of existing equipment and curbs, no seismic and no structural upgrades are anticipated or provided in this scope of work, no design and installation of new rooftop HVAC ductwork & equipment and no new roof drains and/or overflow drains will be provided and will not be required as part of this scope of work. As part of conceptual design services we will plan to meet with the City of Vancouver Building Department to confirm that no other project requirements (than originally assumed in this proposal) for this project will be required and we will notify you if this understanding changes.

New fall arrest/protection anchor systems (either permanently installed or freestanding type) will be researched and evaluated for the 1408 Franklin Street and Courthouse building roof areas. It is understood that the other buildings either have existing fall arrest/protection systems and/or existing mechanical equipment screens or perimeter railing systems and no new fall arrest/protection systems will be required.

This scope includes services to field verify project related roof areas and prepare drawings to generally document the existing building roof project areas, as we understand the existing computer drawings that are available of these buildings are not as-built record drawings. Our scope includes only one preliminary design. After preliminary services, a bid set of documents will be prepared for City of Vancouver Building Department plan review and to be used as part of the County's bidding process. We also understand you are requesting services to assist during the bidding and construction phases of the project.

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.

David Commeree, AIA

Accepted By: _____ (Printed Name)

Signature

Date



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The following summarizes the anticipated work assignments for Principal-in Charge (PIC), Project Manager (PM), Designer/Drafter (DD) and Drafter/Intern (DI) services - Scope of Work Proposal

| | \$140 | \$110 | \$90 | \$70 |
|--|-----------------|-----------------|-----------------|-----------------|
| | PIC | PM | DD | DI |
| Clark County- Reroof 5 Buildings (5 separate reroof permit submittals) | | | | |
| Information Gathering, Research and Preliminary (10%) Design | | | | |
| Review meeting with County Facilities and County Staff | 5 | 5 | | 5 |
| Review existing drawings and site visits to field verify existing conditions (5 buildings) | 35 | 35 | | 35 |
| Prepare existing conditions roof plans from base dwg & field information (5 buildings) | 15 | 5 | 10 | 70 |
| Research product data for roofing systems and summarize for County review | 15 | | 10 | |
| Research Codes and attend meeting with City Building Dept. | 10 | 10 | | |
| Prepare Preliminary Proposed Roof Plans with general scope of work summaries | 5 | 5 | 20 | 80 |
| Coordination with County Facilities Staff | 5 | 5 | | |
| Quality Control Review and Coordination w/ Mech. and Structural Engineers) | 10 | 10 | | |
| Subtotal of Hours | 100 | 75 | 40 | 190 |
| Bid/Permit Submittal Document Preparation Phase | PIC | PM | DD | DI |
| In-progress review meeting with County Staff (Assume 2 meeting) | 10 | 10 | | |
| Develop design drawings and specifications (Assume 50% and 100% submittals): | | | | |
| 1. Reference site plans, area summary calculations and project general notes | | 20 | 10 | 40 |
| 2. Existing conditions roof plans with demolition keynotes (1 sheet each bldg.) | | 20 | 30 | 100 |
| 3. Proposed roof plans with keynotes (1 sheet each bldg.) | | 20 | 30 | 100 |
| 4. Miscellaneous details (for 5 separate buildings)- Assume 10 sheets | 30 | 60 | 160 | 100 |
| Prepare technical specifications (contact and bidding requirements by County) | 60 | 5 | | |
| Quality Control Review and Coordination w/ Mech. and Structural Engineers) | 15 | 15 | | |
| Prepare City building permit applications and submit for review | 5 | 5 | | |
| Answer questions during City permit review process | 10 | 20 | | |
| Subtotal of Hours | 130 | 165 | 230 | 340 |
| Bidding and Negotiation Phase (assume 1 month) | PIC | PM | DD | DI |
| Attend pre-bid meeting and meeting summary notes (assume 1 per bldg.) | 15 | 15 | | |
| Distribute drawings to up to Plan Centers and coordinate updating documents | | 10 | | |
| Answer Contractor questions during bidding | 10 | 30 | | |
| Prepare addenda during bidding process to clarify questions (assume 1 per building) | 10 | 30 | | 20 |
| Assist Owner with evaluation Contractor Bids | 5 | | | |
| Subtotal of Hours | 40 | 85 | 0 | 20 |
| Construction Administration (Assume 6 months) | PIC | PM | DD | DI |
| Prepare and Attend Pre-Construction Conferences | 15 | 15 | | |
| Review shop drawings and submittals | 15 | 30 | | |
| Attend site observation visits/ meetings (Assume 20 total at 4 per building) | 80 | 20 | | |
| Prepare observation notes/ meeting minutes/ distribution (Assume 20 total) | | 40 | | |
| Answer contractor questions and provide responses | 20 | 80 | | |
| Prepare Proposal Requests for Owner requested changes (assume 1 per bldg.) | | 30 | | |
| Review Contractor cost proposals (Assume 10 total at 2 per building) | 20 | 20 | | |
| Review Contractor Applications for Payment (Assume 20 total at 4 per building) | 20 | 20 | | |
| Prepare Change Orders (Assume 10 total at 2 per building) | 10 | 20 | | |
| Attend Substantial Completion review & prepare punch-list notes (assume 1 per bldg.) | 20 | | | |
| Attend Final Completion Review (Assume 1 per building) | 15 | | | |
| Subtotal of Hours | 210 | 275 | 0 | 0 |
| Subtotal Hours Breakdown | 485 | 600 | 270 | 550 |
| Total Fee Breakdown for DLC Architecture, LLC | \$67,900 | \$66,000 | \$24,300 | \$38,500 |



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Professional Services Fees:

Professional services will be performed on a Lump Sum (Fixed Fee) basis, plus reimbursable expenses at our standard hourly rates, and the standard hourly rates for any retained consultants (on time and materials basis for allowance as noted below). Professional services, plus reimbursable expenses, will be invoiced as outlined in Standard Terms and Conditions. Based on the information provided to-date, we estimate the maximum services for the proposed scope of work as follows:

| | |
|---|-----------------|
| DLC Architecture, LLC | \$ 196,700 |
| MKE & Associates, Inc.-1408 Bldg only- See attached consultant proposal | \$ 7,630 |
| MKE & Associates, Inc.- Hourly basis ALLOWANCE (See attached proposal) | \$ 3,000 |
| JS Structural, PLLC Hourly basis ALLOWANCE only (See attached proposal) | \$ 10,000 |
| <u>Estimated Reimbursable Expenses*</u> | <u>\$ 2,000</u> |
| Total Lump Sum Fee (except as noted above) and Estimated Expenses | \$ 219,330 |

* 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 include printing up to 4 sets of hardcopies of Deliverables. No other printing is provided in this proposal of drawings for other Jurisdictional permit submittals, for separate consultants or for contractors, subcontractors. Reimbursable expenses do not include 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. County to provide available building roof plans, site plans and floor plans in AutoCad format for use.
3. No pre-app conference, preliminary site plan review, final site plan or other City of Vancouver land use review or SEPA checklist submittal are provided.
4. No Landscape Architecture services or Land Use Planning services are provided.
5. No Civil Engineering, Traffic Engineering or Environmental Consulting services are provided.
6. No cost estimating services are provided, except for mechanical equipment/ductwork replacement scope by MKE & Associates, at the 1408 Franklin St. Building only
7. No fire alarm/sprinkler, low voltage/ data/phone system design services are provided.
8. No printing/ reproduction for bidding or contractor documents are provided.
9. No preparation of record or "as-built" drawings are included.
10. County to provide available electronic copies in PDF format of original building construction drawings for Consultants review and reference.

Project Schedule Summary:

We will schedule our work upon approval of the agreement, work with you to develop a mutually agreed to milestone project schedule and proceed diligently to coordinate with you to begin information gathering services, preparation of existing condition drawings, begin the design drawings and coordinate the initial review meeting with you and the appropriate County Staff. We understand your target schedule is to start the bidding process sometime in May or early June and then construct the improvements, as soon as jurisdictional permits are available and the bidding process has been completed.

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.



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Any requested services to provide additional drawings, details, specifications, consulting services or revisions after drawings are approved by the Owner or after submitted for Building Permit Review use will be billed as Additional Services.

Any requested additional services will not be performed without your written authorization. If any requested Additional Consulting Services are requested they will be billed at DLC Architecture, LLC's Standard 2017 hourly rates for services, per the attached Schedule of Standard 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 (Consultant)- Standard Terms and Conditions of Contract

1. Standard of Care

Professional Services will be performed with the standard of care in a manner that is consistent with the degree of care and skill ordinarily exercised by design professionals currently practicing under similar circumstances at the same time and in the same or similar locality. Services will be performed as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Given the limited nature and scope of services the total limit of liability for this agreement will be limited to the amount of fees paid and received.

2. Compensation

For services performed or furnished under this Agreement, Client agrees to pay Consultant the time and materials compensation stated in the Proposal/ Scope of Work or on an hourly basis, plus reimbursable expenses, as per the attached Schedule of Hourly Rates. Consultant agrees to submit invoices monthly for services rendered. Client agrees to pay invoices for services and expenses within 30 days of receipt of invoice. Invoices not paid within 30 days after receipt, may be subject to 1.5% service charge per month (18% annual rate). Consultant may elect to stop work at its sole discretion for nonpayment of services.

3. Termination

Client or Consultant may terminate this Agreement with seven days prior notice to other party for convenience or cause. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges, including interest accrued.

4. Force Majeure

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.

5. Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counter claims, disputes, and other matters in question between them arising out of or related to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.



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6. Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in the proportion to its negligence.

7. Ownership of Documents

Except as required by law, all documents prepared or furnished by Consultant pursuant to the Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

8. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to the long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Agreement.

9. Construction Phase Services

If this agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not the Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of the Contractor, subcontractor or material supplier; for safety precautions, programs of enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

10. Opinions of Cost

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.



11815 NE 113th Street, Suite 104
Vancouver, WA 98662
360.601.9858

11. Assignment of Agreement

Neither party may assign, sublet or transfer any rights under, or interest in, this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

DLC Architecture, LLC -
2017 Schedule of Standard Hourly Rates:**

| | |
|---------------------------|----------|
| Principal: | \$140.00 |
| Project Manager: | \$110.00 |
| Senior Designer/ Drafter: | \$ 90.00 |
| Drafter/ Intern: | \$ 70.00 |

**Rates are subject to change one year after agreement date.



Clark County Reroof Projects
DESIGN WORK PLAN
January 9, 2017

I. PROJECT DESCRIPTION

The project involves the reroof of five Clark County, WA buildings: 1408 Building, Public Service Center, Center for Community Health, Center for Death Investigations, and Courthouse. It is anticipated the 1408 Building will require complete mechanical equipment and ductwork replacement, while the other buildings will only require some ductwork support modifications.

II. SCOPE OF WORK

General:

- Provide catalog cuts for proposed replacement equipment.
- Provide one cost estimate at 50% design review.
- Conduct code reviews and contact local authorities as required.
- Coordinate with other engineering disciplines to address replacement equipment support and seismic restraint issues.
- Submit documents at 50% and 100% for design review.
- Attend one design coordination meeting in Vancouver.
- Provide bid and construction period services including submittal review and one site visit with observation report **including a punch list**.

Mechanical:

- Show demolition of rooftop equipment and ductwork for the 1408 Building. Provide plans and specifications for new equipment and ductwork
- Review proposed ductwork supports for other buildings with Architect.
- Provide Washington Energy Code Mechanical form for new mechanical equipment, and Envelope form for new roofing.

Electrical:

- Provide notes for disconnect of Building 1408 existing rooftop units and connection of new units.

Assumptions:

- Project structural engineer will review submittals of support and seismic restraint attachments to building structure as part of their fee.
- Alternate bid items are not included.
- Value engineering is not included.

Deliverables:

- Contract documents for 50% and 100% review and issue for construction.
- Specifications at **50% and 100% review** and issue for construction.
- All drawings in Auto CAD R2013 and specifications in CSI format, modified to meet Owner requirements.

Continued, next page . . .

III. **PROJECT CONTACTS**

DLC Architecture, LLC

David Commeree
david@dlc-architecture.com

Phone: (360) 601-9858

MKE & Associates, Inc.

Richard E. Dusa, P.E.
rickd@mke-inc.com

Phone: (503) 892-1188

FAX: (503) 892-1190

Stephen Lockhart, P.E.
stevel@mke-inc.com

Allen Crisanaz, P.E.
allenc@mke-inc.com

IV. **FEES**

For the services described herein, MKE & Associates request the following fees:

| | <u>Mechanical</u> | <u>Electrical</u> |
|---|--------------------------|--------------------------|
| <i>Building 1408</i> | \$6,980 | \$700 |
| <i>Review of other building duct supports: To be done on a Time and Materials Basis</i> | | |

This proposal is effective for 45 days from the date indicated. Beyond that date the proposal scope, schedule or fees are subject to revision by MKE.

Invoices for services will be submitted on a monthly basis. Payments due which exceed 90 days from date of invoice may be subject to a monthly charge of 1.5% of the unpaid balance (18% annual).

Changes to the design after work has substantially started will be considered extra services and billed on an hourly basis in addition to the fee given above.

Reimbursable expenses will be billed separately and in addition to our stated fee. Reimbursable expenses will be billed at 1.1 times our cost and shall include plotting, printing, travel, and messenger delivery service charges.

Please endorse and return the attached copy authorizing us to proceed, based upon this proposal.

Date: _____
David Commeree, DLC Architecture, LLC

RD
Date: 1/9/2017
Richard E. Dusa, P.E., MKE & Associates, Inc.



January 15, 2017

Mr. David Commeree
DLC Architecture
11815 NE 113th Street, Ste 104
Vancouver, WA 98662

Reference: **Clark County Multi-Building Re-Roof Project**
1408 Franklin Street (Auto Licensing
1300 Franklin Building (Courthouse)
900 West 13th Street (Medical Examiner)
Vancouver, WA

Subject: **Fee Proposal for Structural Engineering Services**

Per your request we have prepared the following fee proposal to provide structural engineering services for the Clark County ReRoofing Projects for the 2017 year for on-going work.

As discussed, the necessary information for the structural layout will be provided to us by DLC Architecture for our review of the structural elements of the project. This includes site review of existing conditions that DLC will perform prior to producing and sending documentation to us for review, as well as further on-site review should any questionable structural conditions be discovered.

We intend on providing the following structural engineering services for this project:

Structural Design:

1408 Franklin Street:

- Provide review of Construction Documents provided by DLC Architecture of the as-built conditions.
- Provide on-site review of framing conditions that appear to have detrimentally affected the integrity of the existing structure.
- Provide necessary structural documentation for the framing required in order to install fall protection anchorages as located by DLC Architecture, or evaluation of existing structure to carry the loading of a moveable anchorage device. This would include adding sub-framing for purlins/joists/rafters, but not main support beams or girders.
- Provide structural analysis and design for the anchorage framing that may be required as noted above.
- Provide a cursory lateral force analysis to add 8" of rigid insulation on the existing roof to evaluate if the additional seismic mass will trigger the seismic upgrade requirement threshold.

1300 Franklin Building:

- As discussed, this building could likely require no structural involvement due to the roof being a concrete deck and it is assumed will be adequate for the proposed installations. However, we will include it here as a possible need for structural evaluation should it be discovered on-site that there are framing conditions that appear to have detrimentally affected the integrity of the existing structure, or the locations for proposed fall protection anchorages do not appear to have adequate structural support.

900 W 13th Street Building:

- Provide review of Construction Documents provided by DLC Architecture of the as-built conditions.
- Provide on-site review of framing conditions that appear to have detrimentally affected the integrity of the existing structure.
- As discussed, the existing roof framing configuration is such that the perimeter is raised enough that it appears at this time that fall protection is not required. However, if it is deemed that it will be required for this building, we would provide necessary structural documentation for the framing required in order to install fall protection anchorages as located by DLC Architecture, or evaluation of existing structure to carry the loading of a moveable anchorage device. This would include adding sub-framing for purlins/joists/rafters, but not main support beams or girders.
- If fall protection is require, we would provide structural analysis and design for the anchorage framing that may be required as noted above.
- If it is determined that this building will require the addition of 8" of rigid insulation, we would provide a cursory lateral force analysis to add 8" of rigid insulation on the existing roof to evaluate if the additional seismic mass will trigger the seismic upgrade requirement threshold.

PROPOSED FEE FOR SERVICES:

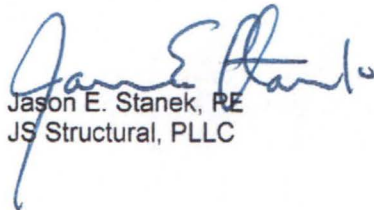
(Maximum Not to Exceed Amount to be Billed Hourly @ \$100/hr.):

\$10,000.00

Limitations:

The proposed fee for this project is not intended to include design and analysis of any main support framing for beams or girders and their support if it is determined that those are required. It also does not include seismic upgrade analysis, design and documentation if it is determined from the cursory lateral analysis that it is required due to the addition of the rigid insulation as noted herein.

Sincerely,



Jason E. Stanek, PE
JS Structural, PLLC