

CLARK COUNTY STAFF REPORT

DEPARTMENT: General Services-Facilities

DATE: 10/31/2017

REQUESTED ACTION:

County Manager to execute the contract with Johansson Architecture for renovation work on the fourth floor of the Center for Community Health and additional revenue and expense authority.

Consent Hearing County Manager

BACKGROUND

Johansson Architecture, PC was chosen through the MRSC vendor roster to provide professional services for the Center for Community Health 4th floor renovation project for the Veterans Administration (VA). The project cost will be paid out of the facilities major maintenance fund (Fund 5193) and then the VA will reimburse the county one hundred percent of the cost of the project. Facilities Maintenance is requesting additional expenditure authority in the amount of \$20,700 and additional revenue collecting authority in the amount of \$20,700 to cover the cost of the architectural contract and revenue collections from the VA. This staff report is also requesting authority for the County Manager to execute this contract and any additional amendments to the contract.

Michelle Schuster 360-397-2300 x4118

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

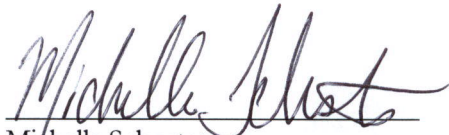
YES	NO	
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
X		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

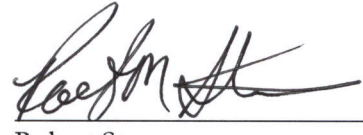
BUDGET DETAILS

Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$0
Account	Facilities Fund 5193
Company Name	Johansson Architecture

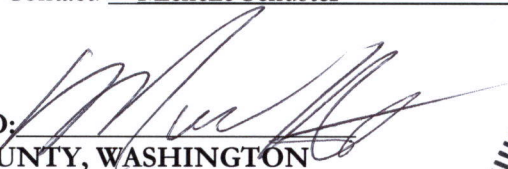
DISTRIBUTION:

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


Michelle Schuster
Administration and Facilities Manager


Robert Stevens
General Services Director

Primary Staff Contact: Michelle Schuster Ext. 4118


APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: Oct. 31, 2017

SR# 222-17



APPROVED: _____
Jim Rumpeltes, Interim County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The Veterans Administration (VA) will reimburse the county 100% of the cost for the renovation project on the fourth floor of the Center for Community Health.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
5193/Major Maintenance		20,700				
Reimbursed by the VA						
Total		20,700				

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/Major Maintenance			20,700				
Total			20,700				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		20,700				
Supplies						
Travel						
Other controllable						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		20,700				

Professional Services Contract

Contract Purchase No. _____

THIS CONTRACT is entered into this 31st day of Oct- 2017, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Johansson Architecture, 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 Attachment 1 a scope of work.

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 Attachment 1 for 4th floor Center for Community Health VA renovation project.
2. Duration. The Contract shall be effective beginning October 16, 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 Attachment 1. The parties mutually agree that in no event shall the amount billed by the Contractor exceed \$20,700.00 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 Attachment 1, 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

Kathleen Otto for
Jim Rumpeltes
Interim County Manager

Johansson Architecture, PC

By Carl Templin

Printed Name CARL TEMPLIN

Title ARCHITECT

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.

October 11, 2016

Dan Spencer
Clark County Facilities Management
816 W. 13th Street
Vancouver, WA 98660

**Re: Architectural / Engineering Fee Proposal
VA Alaska Room Tenant Improvement, 4th Floor, CCCH Building
Johansson Architecture Project #16064**

Dear Dan,

Thank you for the opportunity to continue working with you, to provide architectural and engineering services. The following is our understanding of the scope of work needed, and corresponding fees, for your 4th floor VA Alaska Room Tenant Improvement project at the Clark County Community Health Building, located at 1601 E Fourth Plain Blvd., Vancouver, WA.

Summary of Work / Conditions:

- ❖ Site: It is assumed that no Land Use / Site Development services are necessary as the building site is fully developed and that the VA's occupancy impact does not affect parking areas, etc.

- ❖ Building / Floor area: (*see attached Tenant provided floor plan*)
 - Approximately 3,400 sf Tenant Improvement (TI) area;
 - Add walls and doors, as depicted in the attached floor plan to the Alaska Room (B432), and corridor to Open Office Room (B437).
 - Office furniture systems provided by others, coordinated in conjunction w/ architectural layout & design. Furniture layout for Room B437 is by others, but will be shown on architectural plans for reference, and evaluate for code egress.
 - Room Finishes will be listed in architectural documents, but will match the existing finishes. No new application of finishes, other than on the new construction, and the touch-up required due to demolition.

- ❖ Consultants:
 - Mechanical and Electrical Engineering are provided herein. Applicable WSEC forms are included.
 - Sprinkler system, Intruder Alert system and Fire Alarm system modifications designs are excluded, and will be bidder designed.
 - Structural Engineering is not anticipated, based on the attached floor plan modifications.

 **Johansson Architecture, PC**
101 S. Parkway Avenue
PO Box 798
Battle Ground, WA 98604
Ph: (360) 687-8379
Fax: (360) 687-8450

We propose to divide the scope of work into four individual tasks:

1. Pre-Design
2. Schematic Design / Design Development
3. Construction Documents
4. Bidding / Construction Administration
5. Agency Process

1) **PRE-DESIGN:**

This task will entail verifying the existing floor plan, and taking as-built measurements of the current Tenant Space. A CAD floor plan has been provided by the owner already, and we assume that there will not be much to change on the drawing provided, to reflect current conditions of the space.

2) **SCHEMATIC DESIGN / DESIGN DEVELOPMENT:**

This task will entail translating the current understanding of the planned Tenant Improvement into a cohesive Tenant Space plan and documentation set which fully describes individual construction efforts, including consultant engineering. Deliverables are a Tenant Space plan design that you are comfortable and happy with.

We are assuming that two design meetings with the tenant will occur to set the course for this task and that a final design incorporating your wishes will be accomplished. This design will then be developed into the next task.

3) **CONSTRUCTION DOCUMENTS:**

This task will provide the Architectural, Mechanical, and Electrical Engineering documentation that will allow you to bid the construction of the project to a select list of General Contractors. Using the design developed in task #2, we will provide construction documents including requisite specifications for the building systems.

4) **BIDDING / CONSTRUCTION ADMINISTRATION:**

Our services for the bidding process will include a pre-bid meeting; answering bidders' questions; and one bid addendum. The scope of construction administration services is based upon one construction meeting over an assumed one month construction period, and will also include processing the typical documents (change orders, etc.), as well as a final walk through and punch list.

5) **AGENCY PROCESS:**

The scope of work for the Agency Process services is to provide for the City of Vancouver's permitting processes as necessary to obtain requisite permits.

We are very familiar with the various submittal requirements and also know that trying to estimate all the time required for *Agency Process* is not possible due to the seemingly never ending requirements. To that end, we are providing for eight (8) hours of services for this task, in this proposal. If more time is required, an Additional Services contract may be needed.

Fee Summary:

Architectural	flat fee	=	\$14,100
Mechanical	flat fee	=	\$ 4,000
Electrical	flat fee	=	\$ 2,600
Total Flat Fee		=	\$20,700

Schedule:

Our schedule will allow us to start work on your project immediately. After receiving a signed contract from you, we will work with you to set a realistic time table for your planning needs.

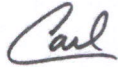
The following design disciplines / service items are listed here to provide you an understanding of those items not yet being addressed in this proposal;

- Structural Engineering
- Low Voltage, or Data design
- LEED Certification Services
- Fire Protection Design
- All required Application Fee Payments
- Scope of work not specifically discussed above

Architectural / Engineering Fee Proposal
VA Alaska Room Tenant Improvement, 4th Floor, CCCH Building
Johansson Architecture Project #16064
October 11, 2016
Page 4 of 4

If you are in agreement with this proposal please sign on the following page and return one copy to our office at your earliest convenience. If you have any questions, or need further clarification, please do not hesitate to contact us.

Sincerely,



Carl Templin, AIA

ACCEPTANCE OF PROPOSAL:

The undersigned has authority to sign for and hereby agrees to the Architectural fee proposal outlined above.



Signature / Title Deputy City Mgr.


Nov 1, 2017

Date

Kathleen Otto

Printed name

Copy: file
Attachments: (1) VA – Proposed Plan, dated December 17, 2014

 **Johansson Architecture, PC**
101 S. Parkway Avenue
PO Box 798
Battle Ground, WA 98604
Ph: (360) 687-8379
Fax: (360) 687-8450

Johansson Architecture, PC
2016 Rates and Reimbursables

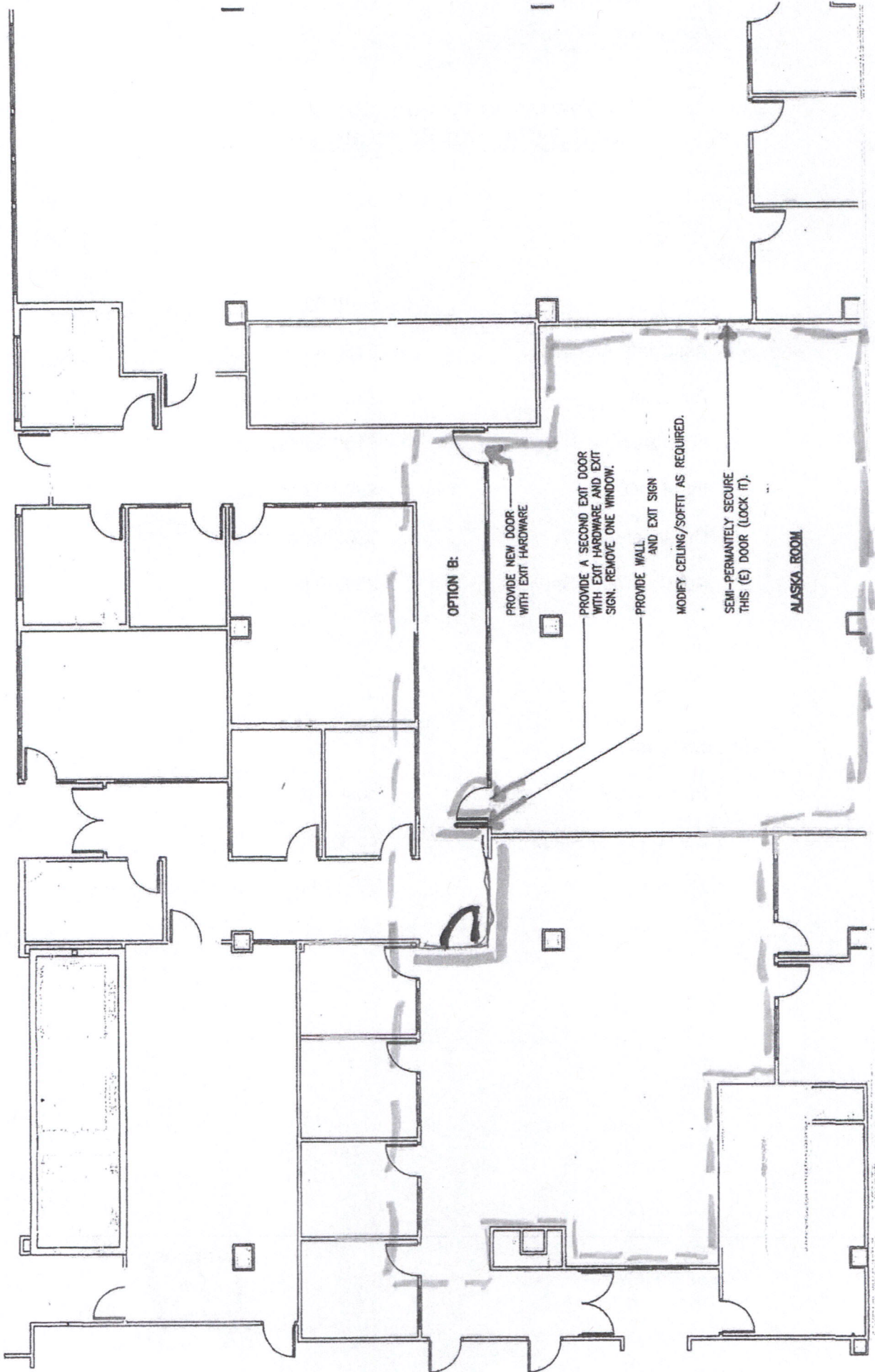
Rates:

Partner	\$140.00 per hour
Associate Architect	\$130.00 per hour
Architect	\$120.00 per hour
Intern Architect	\$100.00 per hour
Interior Design	\$80.00 per hour
Draftsperson	\$80.00 per hour
Administrative Services	\$50.00 per hour

Reimbursables:

Prints copies	cost + 10%
Deliveries / postage	cost + 10%
Mileage	@ current IRS reimbursable rate

VA - 4th Floor



OPTION B2

12/17/14
THIS IS IT!