

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** General Services-Facilities

**DATE:** February 9, 2016

**REQUESTED ACTION:** To approve the Professional Services Contract with MKE & Associates, Inc.

\_\_\_ Consent \_\_\_ Hearing  X  County Manager

**BACKGROUND**

MKE & Associates, Inc. has been chosen through the MRSC engineering consultant roster to provide mechanical and electrical services for the Facilities Department for the Juvenile Detention Center Boiler Replacement Project, beginning upon contract execution and ending December 31, 2016. The billing shall not exceed \$6,850.00 without prior written approval of the County.

**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	
Grant Fund Dollar Amount	
Account	Fund 5193 - Facilities Projects
Company Name	

**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, Acting 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

This project has already been funding in a previous budget process.

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
<b>Total</b>						

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
<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						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>						



December 30, 2015

Chris Jackson  
**Clark County Facilities**  
1200 Franklin Street  
Vancouver, WA 98660

**SUBJECT: Juvenile Detention Center – Boiler Replacement  
Fee Proposal**

Dear Chris,

Thank you for the opportunity to work with Clark County once more. Allen has retrieved our original drawings from the archives, so we have good base plans to use for this boiler replacement.

MKE proposes full services including mechanical and electrical bid documents with specifications. Our intent is to design around either KN or Aerco boilers. MKE will provide bid and construction administration services and has included site visits for bid walkthrough, two (2) construction observation and a final punch. We did not notice an emergency boiler shutoff switch so we will add that into our scope.

For the above work, MKE proposes a fee of **\$6,850**. Thank you, Chris, and if you have any questions regarding this proposal, please feel free to call.

Sincerely,

*Richard E. Dusa, PE*  
Richard E. Dusa, P.E.  
Principal

RD/vs

cc: Allen Crisanaz, P.E., MKE  
Darrel Stump, Clark County Facilities

JuvenileDetentionCtrBoilerFee.docx

**Professional Services Contract**  
Contract Purchase No. \_\_\_\_\_

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and MKE & Associates, Inc., 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; and,

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 1, 2016 and ending December 31, 2016.

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the amount set forth in Exhibit A. The parties mutually agree that in no event shall the amount billed by the Contractor exceed \$6,850.00 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 requirements 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

MKE & Associates, Inc.

\_\_\_\_\_  
Mark McCauley,  
Acting County Manager

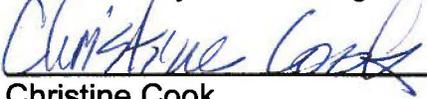
By \_\_\_\_\_

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

Title \_\_\_\_\_

APPROVED AS TO FORM ONLY  
ANTHONY F. GOLIK

Clark County Prosecuting Attorney

  
\_\_\_\_\_  
Christine Cook,  
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.