

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Road Operations Division

DATE: October 18, 2016

REQUESTED ACTION: Approve and sign the professional services agreement with DLC Architecture LLC, in the amount of \$10,995.50, to complete a feasibility analysis for locating a modular building and permanently installing a truck scale at the Whatley Pit Maintenance Shed. Approve and sign supplemental agreements to the original contract, not to exceed 10% of the original professional services agreement.

___ Consent ___ Hearing X County Manager

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

BACKGROUND

A budget supplemental was approved in the 2015-16 biennial budget for minor site improvements at the Whatley Pit Maintenance Shed. This project will entail a feasibility study by DLC Architecture LLC to identify requirements for locating a modular building to provide office space for staff, and permanently install an existing truck scale at the maintenance shed. This project will lay the groundwork for plans and specifications to bid future work via the small works roster.

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.

PW 16-127

BUDGET DETAILS

Local Fund Dollar Amount	\$10,995.50
Grant Fund Dollar Amount	
Account	1012
Company Name	DLC Architecture LLC

DISTRIBUTION:

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



Scott Wilson
Road Operations
Division Manager



Heath H. Henderson, PE
Public Works Director/County Engineer

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: _____
Mark McCauley, County Manager

DATE: _____

Professional Services Agreement
Agreement Purchase No. 003493

THIS AGREEMENT, entered this 1st day of November 2016, 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 through a competitive bid process and selected by the County from the Municipal Research and Service Center roster for professional architectural and engineering services. The Contractor has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference 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 and incorporated herein by this reference.
2. Time. The agreement shall be effective beginning November 1, 2016; 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 billing exceed Ten thousand, nine-hundred ninety-five dollars and fifty cents (\$10,995.50), as outlined in Exhibit A, without prior written approval of the County.
4. Termination. The County may terminate this Agreement immediately upon any breach by Contractor in the duties of Contractor as set forth in Agreement. 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 Agreement 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 Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all 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 Agreement, and Exhibit A, a scope of work proposal and professional services budget.

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. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the

written amendments to the Agreement.

12. Public records act: Notwithstanding the provisions of this Agreement 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 the Clark County Public Records Officer/Department of Public Works.

13. Governing Law. This agreement 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. 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 Agreement.

16. Consent and Understanding. This agreement contains a complete and integrated understanding of the Agreement 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 Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

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

CLARK COUNTY

Mark McCauley,
County Manager

DLC ARCHITECTURE LLC

By _____

Printed Name DAVID COMMERCE

Title OWNER/MANAGER

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK

Clark County Prosecuting Attorney

Anthony F. Golik

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

September 15, 2016

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 Whatley Pit Modular and Scale- Feasibility Review:

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.

Project Scope Summary:

This proposal summarizes and documents our scope of work and understanding to provide limited professional services that generally include the feasibility review of the following proposed site improvements and will include conceptual site layout drawing and feasibility summary report. Limited services include conceptual architectural, civil and site electrical engineering and preparation of direct construction cost estimate based on owner selected conceptual design layout. Services will include gathering project information, preparation of conceptual site layout drawing, in-progress review with Owner/Consultants and preparation of feasibility summary report that will include a preliminary project budget and schedule.

Conceptual/feasibility site design layout includes up to 2 proposed modular building location options with associated limited site improvements and to relocate existing scale into surface grade installation and other related limited site improvements along with direct-construction cost estimates of owner preferred layout. We understand the project will be based on our initial meeting at the project site and consists of limited improvements to install a new (+/- 10' x 30') modular building with bathroom on permanent foundation. Modular building drawings, including ramps/stairs and all foundation design drawings and calculations will be prepared by separate modular building manufacturer. Associated improvements will include connecting the modular to electrical power and conduits for Owner provided data/telephone cabling/connections, extending water/sewer piping from existing on-site utility services to serve new modular building. Other improvements are anticipated to include a new ramp/stair assembly or on-grade (ADA) accessible access along with new (ADA) accessible parking space/aisle. The project will also include relocating existing truck scale to surface grade installation and associated site improvements and coordination with truck scale vendor/ installer to determine recessed on-grade installation requirements. Project scope assumes that less than 2,000 square feet of impervious areas will be impacted to not trigger existing stormwater facility upgrade requirements. We understand that an overall project budget has not been identified at this time.

Scope of Work/ Fee with Standard Terms and Conditions of Contract/ Schedule of Hourly Rates:

- 1- Proposed Scope of Work and Fees (including subconsultants) are outlined and summarized below.
- 2- Standard Terms and Schedule of Hourly Rates are attached below.

It is understood that the County's Standard Professional Services Contract Form or Purchase Order will be used for this agreement with our Scope of Work Proposal Letter and exhibits 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

A handwritten signature in black ink, appearing to read 'D. Commeree', is written over the typed name.

Basic Professional Services Summary:

The basic terms of agreement and professional services scope of work/fees are summarized below for the specific architectural and structural services. The basis of our design services is understood to be as summarized below:

1. Attend site visit meeting with you and selected staff to review the project.
2. Visit the site to generally review existing improvements at identified project areas.
3. Research Zoning and other County Development Codes and submittal requirements.
4. Coordinate with existing scale vendor/installer and bidder designed on-grade installation design.
5. Review Owner provided information, including existing site/utility drawings and previous land-use review documents/ approval final order-conditions of approval(s).
6. Prepare up to 2 options of conceptual/feasibility site layout drawings and review with Owner.
7. Finalize Owner preferred site layout option (with general scope of improvements). Distribute documents to Civil/Electrical Consultants and Cost Estimator.
8. Prepare direct construction cost estimates. DLC to coordinate with Consultants.
9. Prepare feasibility summary report, including preliminary project budget and schedule.
10. Distribute prepared documents/ feasibility summary report to key County Staff.

The following summarizes the anticipated work assignments for the identified Project Scope Summary: Principal-in Charge (PIC), Project Manager (PM), Senior Designer (SD) and Drafter (DR) services.

Limited Professional Services-	\$130	\$100	\$80
Information Gathering/ On-site Review and Concept Design/ Feasibility Summary	PIC	PM	SD
Owner review meeting to review project requirements	2		
Review existing site plans and previous land-use review/approval documents	1	3	4
Coordinate and attend site visit to review general project areas w/ Consultants	1	2	2
Prepare up to 2 conceptual layout options for proposed improvements	2	4	12
Preliminary zoning and County development code research/ Obtain Geotech proposal	2	2	
Coordination with Comm. Development to determine permit/submittal requirements	2		
Prepare conceptual site layout and general scope of work keynotes		4	12
Distribute documents to Engineers and Cost Estimator/ In-progress Reviews		4	
Prepare feasibility summary, including preliminary project budget and schedule	8	3	
Coordination with Engineers, Cost Estimator and distribute documents to Owner		4	2
Subtotal of Hours	18	26	32
PROPOSED (Lump Sum) FEE for DLC Architecture	\$2340	\$2600	\$2560

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 of retained consultants. 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:

Basic Services:

DLC Architecture, LLC	\$ 7,500.00
SGA Engineering, PLLC (Civil Engineering)	\$ 1,000.00
MKE & Associates, Inc. (Site Electrical)	\$ 900.00
Architectural Cost Consultants, LLC	\$ 1,418.50
<u>Estimated Reimbursable Expenses*</u>	<u>\$ 175.00</u>
Total Lump Sum Fee and Estimated Expenses	\$10,993.50

* 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 5 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 or any Jurisdictional fees and charges.

Project Assumptions:

1. No other professional services are provided in this proposal, such as comprehensive architectural and engineering, interior design, furniture selections/layout drawings or equipment layouts.
2. County to provide existing site/utility plans in AutoCad format for use (preferred) or PDF/ scanned hardcopies of drawings that are available. No preparation of As-built drawings are provided in scope of services.
3. No Community Development Land Use, Building Permit and/or Engineering submittals are included in this proposal, but could be added as additional services, if requested.

Project Schedule Summary:

We will work with you to develop a milestone project schedule and begin work upon approval of our agreement and proceed diligently to complete our services.

Additional Services:

Any requested services to provide additional drawings, details, specifications, consulting services or revisions after drawings are distributed/approved by the Owner or after submitted for Cost Estimator 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 2016 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.

If these limited professional services and Standard Terms and Conditions of Contract are acceptable, please sign this letter, return a copy and we will begin work immediately upon receipt of this signed Letter of Agreement. Please call me with any questions or if you need additional information.

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.
- 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.

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 - 2016 Schedule of Standard Hourly Rates:**

Principal:	\$130.00
Project Manager:	\$100.00
Senior Designer/ Drafter:	\$ 80.00
Intern/ Drafter:	\$ 60.00

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