

CLARK COUNTY STAFF REPORT

DEPARTMENT: General Services - Facilities

DATE: 12/22/2015

REQUESTED ACTION:

Approve Professional Services Agreement for Civil Engineering Services and Budget for an Evaluation on the Vancouver Lake Park Water System

Consent Hearing County Manager

BACKGROUND:

To assist Clark County Facilities, HDJ Design Group (HDJ) proposes to provide civil engineering services to evaluate the existing water system at the Vancouver Lake Park. In 2015 there were 3 negative water samples showing coliform in the water system. It appears that there may be multiple factors affecting the water quality, such as stagnant water at the end of the distribution system and concern that the occasional blue algae blooms at the Vancouver Lake may be a source for the water contamination. HDJ will provide the following services to evaluate the current system: a site visit and system inventory, engineering calculations and evaluation, preparation of a memorandum summarizing findings and preparation of a startup/shut down checklist. HDJ will provide a memorandum of findings with recommendations if improvements are needed to the current system. This service will cost the county \$13,180.00 which is not in the current facilities budget.

COUNCIL POLICY IMPLICATIONS

No Policy Change

ADMINISTRATIVE POLICY IMPLICATIONS

No Policy Change

COMMUNITY OUTREACH

No Community Outreach

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.



*mgr
OK
1/1*

BUDGET DETAILS

Local Fund Dollar Amount	\$13,180.00
Grant Fund Dollar Amount	\$0.00
Account	General Fund
Company Name	HDJ Design Group, PLLC

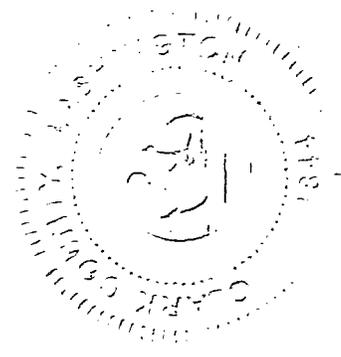
DISTRIBUTION:

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


Michelle Schuster
Manager, Administrative Services


Robert Stevens
General Services, Director


APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS
DATE: Jan. 19, 2016
SR# SR 011-16



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

Facilities is asking for the General Fund to provide revenue in the amount of \$13,180.00 to fund the Civil Engineering Services needed to evaluate the Vancouver Lake Park Water System. We are also asking for an increase in the Fund 5093 expenditure and revenue budget to pay for the project and collect the revenue from the General Fund.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001/General Fund	13,180.00	13,180.00	0	0	0	0
Total	13,180.00	13,180.00	0	0	0	0

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

We are asking for the General Fund to provide the funding for this project.

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
5093/Facilities	0	13,180.00	13,180.00	0	0	0	0
Total	0	13,180.00	13,180.00	0	0	0	0

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	13,180.00	13,180.00	0	0	0	0
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	13,180.00	13,180.00	0	0	0	0

EXHIBIT B-2 - Fee

Vancouver Lake Park - Water System Evaluation

		HDJ Design Group PLLC Civil Engineering							BUDGET
DP	Task and Description	ENG-VII	ENG-VI	ENG-V	ENG-IV	ENG-III	ADMIN	Expense	AMOUNT
1	Initiation, coordination, and meetings		12.00		4.00				\$2,312.00
2	Site Visit/Observation Summary		4.00		6.00				\$1,368.00
3	Engineering Evaluations and Memorandum		20.00		50.00				\$9,400.00
	<i>Reimbursable Expenses</i>							100.00	\$100.00
	<i>B&O tax (1.8%)</i>								\$0.00
	TOTAL HOURS	0.00	36.00	0.00	60.00	0.00	0.00		
	HOURLY RATES	200.00	150.00	138.00	128.00	120.00	62.00		
	TOTAL DOLLARS	0.00	5,400.00	0.00	7,680.00	0.00	0.00	100.00	\$13,180.00

Requesting Department: General Services - Facilities

Package number: GEN-02

Package Title: Civil Engineering Services for an Evaluation on the Vancouver Lake Park Water System

Justification: To assist Clark County Facilities, HDJ Design Group (HDJ) proposes to provide civil engineering services to evaluate the existing water system at the Vancouver Lake Park. In 2015 there were 3 negative water samples showing coliform in the water system. It appears that there may be multiple factors affecting the water quality, such as stagnant water at the end of the distribution system and concern that the occasional blue algae blooms at the Vancouver Lake may be a source for the water contamination. HDJ will provide the following services to evaluate the current system: a site visit and system inventory, engineering calculations and evaluation, preparation of a memorandum summarizing findings and preparation of a startup/shut down checklist. HDJ will provide a memorandum of findings with recommendations if improvements are needed to the current system. This service will cost the county \$13,180.00.

Professional Services Contract

Contract Purchase No. _____

THIS CONTRACT is entered into this 19th day of Jan. 2016, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and HDJ Design Group, after this called "Contractor."

WITNESSETH

WHEREAS, the contractor has been chosen through 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 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.
2. Duration. The Contract shall be effective beginning January 5, 2016 and ending July 5, 2016.
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 the dollar amount in Exhibit A of \$13,180.00 without prior 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, such 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 the Clark County Public Records Officer/Department of Public Works.

13. Governing Law. 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 County requires the Contractor to 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. No contract shall be affected until the required certificates have been received and approved by the County. A renewal certificate will be sent to the county 10 days prior to any expiration of coverage's 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,
Acting County Manager

HDJ Design Group

By _____
Printed Name _____
Title _____

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK

Clark County Prosecuting Attorney
Christine Cook
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.

Exhibit A
Scope of Work
Civil Engineering Services for
Vancouver Lake Park Water System Evaluation

Clark County Facilities

SCOPE OF WORK

PROJECT DESCRIPTION AND BACKGROUND

The Vancouver Lake Park is located at 6801 N.W. Lower River Road in Vancouver, Washington. The park includes 190-acres of which 35-acres are developed. The first phase of the park was constructed in 1974 and there was an expansion in 1998.

The existing water system at the park includes a well with pump, a 5,000 gallon storage tank, a booster pump, six pressure tanks, and distribution system. The system serves five drinking fountains, three restrooms, and two shelters. The water system used to provide water for irrigation. Currently, irrigation for the park is provided from a different source. The water system shuts down during the winter months.

In 2015 there were 3 negative water samples showing coliform in the water system. There was a concern that the occasional blue algae blooms at the Vancouver Lake may be the source for the water contamination, and therefore, the incorporation of a chlorination injection system is being considered. However, after discussion with county maintenance staff, it appears that there may be other factors affecting the water quality, such as stagnant water at the end of the distribution system.

To assist Clark County Facilities, HDJ Design Group (HDJ) proposes to provide civil engineering services to evaluate the existing water system at the Vancouver Lake Park.

In general, the engineering phase will involve, but not be limited to, the following key components and deliverables:

- Site visit and system inventory
- Engineering calculations and evaluation
- Preparation of a memorandum summarizing findings
- Preparation of a startup/shut down checklist

Detailed scope of work follows.

PROJECT ASSUMPTIONS

1. The scope does not include the re-design of the system. It is an evaluation of the existing system and its components based on the current demand. A memorandum of findings will provide recommendations if improvements are needed.

2. This scope of work does not include coordination with the Washington Department of Health (DOH) or other reviewing agencies.
3. Preparation of reports and plans is not included.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

Task 1 – Initiation, Coordination, and Meetings

Work under this task is as follows:

1. Provide client support and consultation via telephone, e-mail, or in person.
2. Prepare and submit monthly invoices.
3. Project kickoff meeting with County staff.
4. Meeting with County staff to discuss evaluation findings and recommended improvements.
5. Deliverables:
 - a. Meeting Agenda and Notes

Task 2 – Site Visit/Observation Summary

1. The project engineer will perform a site visit to gather information on the existing system and visually evaluate its conditions.
2. Prepare an observation summary.

Task 3 – Water System Evaluation

1. Evaluate the existing water system components, including the well pump, storage tank, booster system, pressure tanks, and distribution system based on current system demand.
2. Prepare a memorandum summarizing the findings of the evaluation and providing recommendations for any improvements necessary.
3. Prepare a startup/shut down procedure checklist as required by the Department of Health for seasonal wells.

Deliverables:

- a. Memorandum summarizing findings
- b. Site visit observations summary
- c. Startup/Shut down checklist