

CLARK COUNTY STAFF REPORT

DEPARTMENT: General Services-Facilities

DATE: December 22, 2016

REQUESTED ACTION: To approve the Professional Services Contract with Johansson Architecture, PC.

Consent Hearing County Manager

BACKGROUND

Johansson Architecture, PC. has been chosen to provide professional services for the Facilities Department for the Clark County Center for Community Health VA Phase II Project, beginning December 22, 2016 (or as soon as the contract is signed) and ending December 31, 2017. The architectural services that will be billed by Johansson Architecture, PC for this contract shall not exceed \$61,700.00 without prior written approval of the County. These costs will be covered in our existing budget and the VA will reimburse us after the fact for these charges. This project was approved in a July 5, 2016 staff report #SR 143-16 that approved a lease with the VA for space in CCH that required tenant improvements be accommodated.

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	\$61,700.00
Grant Fund Dollar Amount	\$0
Account	Fund 5193-Major Maintenance
Company Name	Johansson Architecture, PC.

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, County Manager

DATE: 1/5/17

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

The CCH VA phase II Project will be funding from the existing Facilities Project budget (Fund 5193) that was approved in the July 5, 2016 Staff report #SR 143-16. Revenue will be collected after the fact from the VA who will reimburse us for all tenant improvements.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Fund 5193/ Major Maintenance				61,700		
Total				61,700		

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					61,700		
Total					61,700		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual				61,700		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total				61,700		

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MMDD/YYYY)

12/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Biggs Insurance Services P.O. Box 189 916 Main Street Vancouver, WA 98666 Andy Cornett	CONTACT NAME: Andy Cornett	
	PHONE (A/C, No, Ext): 360-695-3301 FAX (A/C, No): 360-696-2232	
INSURED Johansson Architecture, PC PO Box 798 Battle Ground, WA 98604	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Co	24082
	INSURER B : New Hampshire Ins. Co.	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	BZS54997503	12/27/2015	12/27/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Prof Liab \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			BZS54997503	12/27/2015	12/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	BZS54997503 *WA STOP GAP*	12/27/2015	12/27/2016	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab			06499184200	05/27/2016	05/27/2017	Limit 1,000,000 Ded 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

VA Tenant Improvement; 3rd Floor, CCCH Building, 1601 E Fourth Plain Blvd.
Clark County is named as Additional Insured per form attached.

CERTIFICATE HOLDER**CANCELLATION**

CLARK08

Clark County
813 W. 13th St
Vancouver, WA 98660

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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Section II - Liability is amended as follows:

I. SUPPLEMENTARY PAYMENTS

Paragraph f.(1)(b) of A Coverages is replaced by the following:

(b) Up to \$3000 for cost of bail bond required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish the bonds.

Paragraph f.(1)(d) of A Coverages is replaced by the following:

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

II. BROADENED COVERAGE FOR DAMAGE TO PREMISES RENTED TO YOU

With respect to the coverage provided under this endorsement, Section II - Liability is amended as follows:

1. The final paragraph of B.1. Exclusions - Applicable To Business Liability Coverage is deleted and replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions c., d., e., g., h., k., l., m., n. and o. do not apply to "property damage".

2. Paragraph D.2. Liability And Medical Expenses Limits Of Insurance is deleted and replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declaration.

3. Paragraph D.3. Liability And Medical Expenses Limits Of Insurance is deleted.

III. INCIDENTAL MEDICAL MALPRACTICE

Exclusion 1.j.(4) does not apply to Incidental Medical Malpractice Injury coverage.

The following is added to F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

23. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- 1. expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Claim or Suit Condition is amended accordingly;
- 2. any insured engaged in the business or occupation of providing any of the services described under a. and b. above;
- 3. injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a. and b. above.

IV. MOBILE EQUIPMENT

1. Section C. Who is An Insured is amended to include any person driving "mobile equipment" with your permission.

V. BLANKET ADDITIONAL INSURED (OWNERS, CONTRACTORS OR LESSORS)

1. Section C. Who is An Insured is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

- a. currently in effect or becoming effective during the term of this policy; and
- b. executed prior to the "bodily injury", "property damage", "personal and advertising injury".



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2. The insurance provided the additional insured is limited as follows:
 - a. The person or organization is only an additional insured with respect to liability arising out of
 - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy;
 - (2) Caused in whole or in part by your ongoing operations performed for that insured.
 - b. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.
 - c. The insurance provided the additional insured does not apply to:
 - (1) Liability arising out of the sole negligence of the additional insured;
 - (2) "Bodily injury", "property damage", "personal and advertising injury"; or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - (a) The preparing, approving maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
 - (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

VI. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

The following is added to C. Who Is An Insured:

3. Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However,
 - a. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
 - b. Coverages A. Paragraph 1. Business Liability, does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - (2) "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you; and
 - c. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

VII. AGGREGATE LIMITS

The following is added to Aggregate Limits Paragraph 4. of D. Liability and Medical Expenses Limits of Insurance:

The Aggregate Limits apply separately to each of "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

VIII. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

1. The requirement in E. Liability And Medical Expenses General Conditions paragraph 2.a. that you must see to it that we are notified of an "occurrence" or offense which may result in a claim applies only when the "occurrence" is known to any insured listed in Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
2. The requirements in E. Liability And Medical Expenses General Conditions paragraph 2.b. that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

IX. BODILY INJURY

Paragraph 3. of F. Liability And Medical Expenses Definitions is replaced by the following:

3. "Bodily Injury" means:

- a. Bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

X. AMENDMENT OF INSURED CONTRACT DEFINITION

Paragraph 9. of F. Liability And Medical Expenses Definitions is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

XI. PERSONAL AND ADVERTISING INJURY

Paragraph 14. b. of F. Liability And Medical Expenses Definitions is replaced by the following:

- b. Malicious prosecution or abuse of process.

Professional Services Contract

Contract Purchase No. _____

THIS CONTRACT is entered into this 22nd day of December 2016, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Johansson Architecture, PC, 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 December 22, 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 billed by the Contractor exceed \$61,700.00 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 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,
Acting County Manager

Johansson Architecture, PC

By 

Printed Name CARL F. TEMPIN

Title ARCHITECT

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK

Clark County Prosecuting Attorney


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 Tenant Improvement, 3rd Floor, CCCH E
Johansson Architecture Project #16062**

Dear Dan,

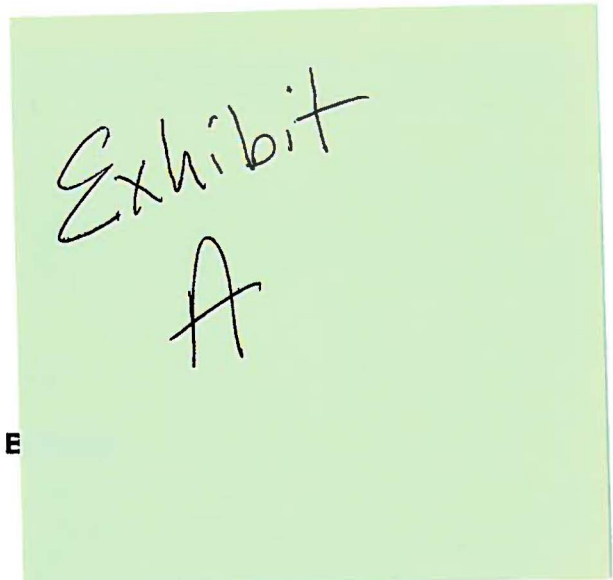
Thank you for the opportunity to continue working with you, to provide architectural and engineering services. The following is our understanding of the scope of work needed, and corresponding fees, for your 3rd floor VA Tenant Improvement project located at the Clark County Community Health Building, 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 14,000 sf Tenant Improvement (TI) area;
 - Add / Remove various walls, doors, and windows as depicted in the attached floor plan.
 - Add one Conference Room, the location of this room may change from that shown on the attached floor plan.
 - Office furniture systems provided by others, coordinated in conjunction w/ architectural layout & design. Furniture layout for Rooms C306 & B329 is by others, but will be shown on architectural plans for reference.
 - 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, as well as a Construction Cost Consultant are provided herein. Applicable WSEC forms are included.
 - Electrical Engineering includes schematic Low Voltage and Data locations. These will be bidder designed.
 - Sprinkler system, Intruder Alert system and Fire Alarm system modifications designs are excluded, and will be bidder designed. A performance specification will be provided for the Sprinkler System.
 - Structural Engineering is not anticipated, based on the attached floor plan modifications.



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.

Prior to continuing onto the next task, we will send the construction documents to a Construction Cost Estimator Consultant, to provide the Tenant with a fairly realistic construction cost to compare to their budget. We are allotting for one meeting to occur with the tenant to discuss budget costs and possible changes, should the cost estimate differ from the budget.

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 two monthly construction meetings over an assumed two 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 sixteen (16) 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	=	\$26,900
Mechanical	flat fee	=	\$16,700
Electrical	flat fee	=	\$15,200
Construction Cost Estimating	flat fee	=	\$ 2,900
Total Flat Fee			= \$61,700

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
- Low Voltage / Data Design
- All required Application Fee Payments
- Scope of work not specifically discussed above

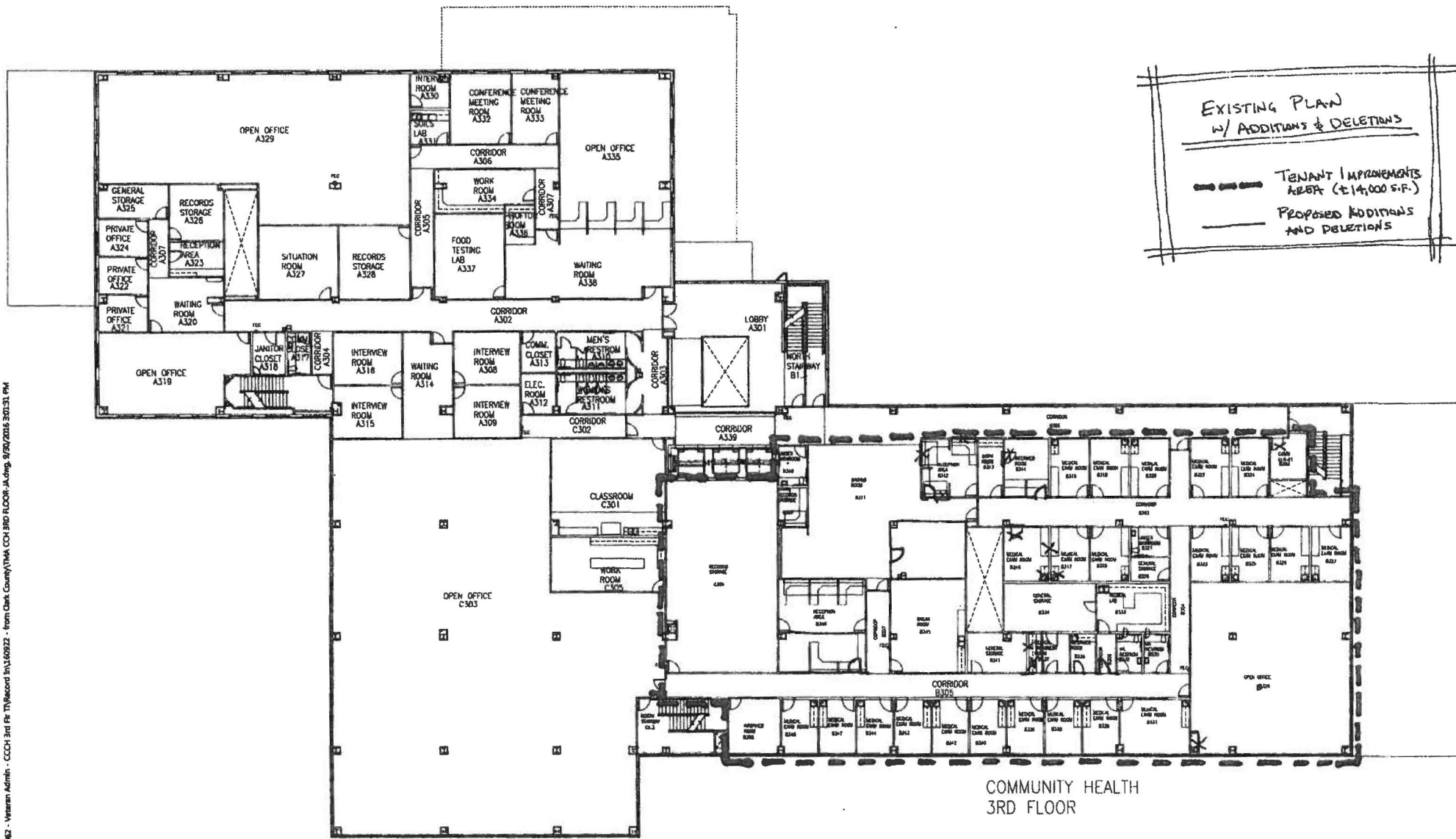
Johansson Architecture, PC
2016 Rates and Reimbursables

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



**EXISTING PLAN
w/ ADDITIONS & DELETIONS**

--- TENANT IMPROVEMENTS AREA (+14,000 S.F.)

--- PROPOSED ADDITIONS AND DELETIONS

COMMUNITY HEALTH
3RD FLOOR

