

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Fleet Division / Safety Program

DATE: September 21, 2015

REQUESTED ACTION: Approve the Professional Services Agreement with Pertect, Inc. to provide professional support services for emergency management planning review and exercise facilitation services in the amount of \$23,948. Also authorize the Public Works Director to approve future contract extensions and/or to sign supplemental agreements up to 10 percent of the contract amount.

___ 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

Updating our Emergency Response Plan is Item #23 of our Strategic Plan Action Items for the 2015-2016 biennium. Pertect, Inc. has the expertise to assist us in further developing and enhancing our emergency response and preparedness plans. Part of this contract will allow provide exercise facilitation services for our department to participate in the Cascadia Rising event planned for June 2016.

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 15-076

BUDGET DETAILS

Local Fund Dollar Amount	\$23,948
Grant Fund Dollar Amount	\$0
Account	Road Fund
Company Name	Pertect, Inc.

DISTRIBUTION:

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

Scott Rood
Fleet Division Manager



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

APPROVED: _____
Mark McCauley, Acting County Manager

DATE: _____

C O N T R A C T

THIS AGREEMENT, entered this _____ day of _____, 20____, by and between CLARK COUNTY, WASHINGTON, after this called "County," a municipal corporation of the State of Washington, and Perteet, Inc., after this called "Contractor."

W I T N E S S E T H

WHEREAS, Clark County is requesting professional support services for emergency management planning review and exercise facilitation services.

WHEREAS, Contractor has the expertise to provide emergency management planning review and exercise facilitation services.

WHEREAS, Clark County does not have available staff nor the expertise to provide such services for the benefit of the citizens of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as follows:

A. Generally: To provide professional services for Clark County, and to perform those services more particularly set out in the attached proposal dated September 2015, attached hereto and incorporated herein by this reference as Attachment A.

2. Time. The contract shall be deemed effective beginning upon execution of the contract 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 following schedule:

A. Fees paid Contractor shall be those fee schedules set forth in Attachment A. The parties mutually agree that in no event shall the aggregate amount of billing exceed \$23,948 without prior written approval of the County.

4. Termination. The County may terminate this contract immediately upon any breach by Contractor of the duties as set forth in this Contract. Waiver by County of one or more duties shall not be held or construed as a waiver of any subsequent breach or breaches of such duty. Further,

County may terminate this contract upon immediate notice to Contractor in the event that the funding for the project, from wherever obtained 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 Clause. The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of services pursuant to this Contract. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against liability for damages arising out of bodily injuries to persons or any other damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

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 not 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 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 agreement and Exhibit "A," which is attached hereto and incorporated herein and consists of a Proposal for Professional Services and an attached fee schedule. Where provisions of the Contract document and provisions of the Proposal for Professional Services are inconsistent, the provision contained in the contract shall be controlling.

10. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status, sexual orientation, 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 incorporated in the written amendments to the Contract.

12. Governing Law. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

13. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, Contractor agrees to keep such information confidential.

14. 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. Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed.

15. Consent and Understanding. This Contract contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties. This Contract is for the benefit of the parties and the public

generally; this agreement is not intended and shall not be construed as creating third party beneficiaries.

16. Severability. If any provision of this Contract 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.

By  _____
Perfect, Inc.

By _____
Mark McCauley
Acting County Manager

APPROVED AS TO FORM ONLY
ANTHONY GOLIK
Prosecuting Attorney

By  _____
Chief Civil Deputy Prosecuting Attorney

ATTACHMENT A

Scope of Work
 Clark County Public Works Emergency Management Planning Services
 September 2015

Summary

Clark County is a participant in the FEMA Region X and Washington State Emergency Management Divisions, Cascadia Rising 2016 earthquake scenario exercise scheduled for June 2016. A large magnitude earthquake event will cause massive damages in the greater Southwest Washington Region. In an effort to increase resiliency and situational awareness for a departmental response, Clark County Public Works has requested Perteet to provide emergency planning review and exercise facilitation services consistent with applicable local, State, and Federal recommended guidelines. The following tasks have been discussed with the client:

Task 1 – Planning Services - Perteet will review current local, regional, and departmental planning efforts including the most recently approved All-Hazards Mitigation Plan and on-going update and providing the Public Works Department with recommendations on goals and actions. Perteet will also review other emergency planning documents and provide recommendations, as requested by the client.

Task 2 – Exercise and Meeting Facilitation - Perteet will work with the client to form, plan, and facilitate monthly core planning team meetings and facilitate two official department disaster exercises. Perteet will work with the client project manager to provide the scenario, injects, debriefing sessions, and develop an After Action Plan in the form of a technical memorandum upon exercise completion.

Month	Task	Hours
September 2015	1. Core Planning Team – Agenda, minutes, facilitation	10
October 2015	1. Core Planning Team – Agenda, minutes, facilitation	10
November 2015	1. Core Planning Team – Agenda, minutes, facilitation 2. Core Planning Team Table Top Exercise Facilitation	12
December 2015	1. Core Planning Team – Agenda, minutes, facilitation 2. Planning review	10
January 2016	1. Core Planning Team – Agenda, minutes, facilitation 2. Planning review	10
February 2016	1. Core Planning Team – Agenda, minutes, facilitation 2. April Table Top Exercise Planning	12
March 2016	1. Core Planning Team – Agenda, minutes, facilitation 2. April Table Top Exercise Planning	12
April 2016	1. Core Planning Team – Agenda, minutes, facilitation 2. Departmental Table Top Exercise Facilitation	12
May 2016	1. Core Planning Team – Agenda, minutes, facilitation 2. Planning review – Assist Public Works staff in preparation for statewide Cascadia Rising 2016 exercise	12
June 2016	1. Core Planning Team – Agenda, minutes, facilitation 2. Create Technical Memo – Public Works recommendations for Emergency Preparedness programmatic approach	12
	TOTAL HOURS – 112 x \$190.00 hr	\$21,280
	MILEAGE @ .575	\$2,668
	PROJECT NOT TO EXCEED	\$23,948



PERTEET, INC.
Schedule of 2015 Billing Rates

<u>Engineering, Planning and Environmental Classifications</u>	<u>2015 Hourly Rate</u>
Principal	225.00
Senior Associate	190.00
Senior Engineer/Manager	170.00
Lead Engineer/Manager	150.00
Engineer III	130.00
Engineer II	110.00
Engineer I	95.00
Senior Planner/Manager	160.00
Lead Planner/Manager	140.00
Planner III	115.00
Planner II	100.00
Planner I	80.00
Senior Ecologist/Manager	160.00
Lead Ecologist/Manager	140.00
Ecologist III	115.00
Ecologist II	100.00
Ecologist I	80.00
Lead Technician/Designer	110.00
Technician III	95.00
Technician II	80.00
Technician I	70.00
Contract Administrator	95.00
Accountant	90.00
Clerical	70.00

Emergency Response Rate (for immediate response following event) @ 1.5 times hourly rates

Expert Witness Rates:

Consulting & Preparation Time @ standard hourly rates
Court Proceedings & Depositions (4 hour minimum) @ 1.5 times hourly rates



PERTEET, INC.
Schedule of 2015 Billing Rates
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Direct Expenses

	<u>Rate</u>
Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent
CADD Station	\$10.00 per hour
Project Controls / Primavera	\$10.00 per hour
GIS / Traffic Modeling	\$15.00 per hour
Color Copies	\$.80 each
Mileage	@ current federal rate

Survey Classifications

	<u>2015 Hourly Rate</u>
Principal Surveyor	185.00
Survey Manager	135.00
Senior Professional Land Surveyor	130.00
Professional Land Surveyor	115.00
Office Technician	100.00
Field Technician III	90.00
Field Technician II	75.00
Field Technician I	65.00
One Person Survey Crew	90.00
Two Person Survey Crew	165.00
Three Person Survey Crew	235.00

Direct Survey Expenses

	<u>Rate</u>
Dual Frequency GPS Receiver	\$150.00 per unit per day
Robotic Total Station Data Collection System	\$100.00 per day
Digital Level	\$50.00 per day
Survey monuments & cases	Cost plus 10 percent



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<u>Construction Classifications</u>	<u>2015 Hourly Rate</u>
Construction Engineering Supervisor	175.00
Construction Engineering Manager	165.00
Construction Manager	120.00
Assistant Construction Manager	120.00
Construction Engineer III	120.00
Construction Engineer II	100.00
Construction Engineer I	85.00
Senior Construction Observer	120.00
Construction Observer II	80.00
Construction Observer I	70.00
Senior Construction Technician	105.00
Construction Technician III	95.00
Construction Technician II	85.00
Construction Technician I	70.00