

**City Of Woodland
City Council Meeting Agenda Summary Sheet**

Agenda Item:

Authorize Mayor to sign professional services agreement with David Bugni & Associates for structural engineering reviews.

Agenda Item #: (G) Consent

For Agenda of: June 3, 2013

Department: Planning

Date Submitted: May 29, 2013

Cost of Item: 0

Amount Budgeted: _____

Unexpended Balance: _____

BARS #:

Description:

Department Supervisor Approval: Carolyn Johnson, Community Development Planner

Committee Recommendation: _____

Agenda Item Supporting Narrative (list attachments, supporting documents):

1. Professional Services Agreement

Summary Statement:

Woodland's building official occasionally uses out-of-house consultant services for structural engineering reviews. While uncommon, access to these services is necessary for projects that are technically challenging or so large in scale that in-house review is not feasible. For example, these services will be needed for the review of a portion of the new Woodland High School plans. The Building and Planning Department would like to formalize the use of these services through a professional services agreement with David Bugni & Associates.

Entering into this contract will not result in additional costs to the City and will benefit applicants by ensuring the correct expertise is on-hand to complete building permit reviews in a timely fashion. All costs incurred during structural engineering review would be passed on to the applicant. This is typical of how the Department's various contracts for consultant services are handled. David Bugni & Associates will act as an independent contractor, not as an employee, and the City would be able to terminate the contract with 30 days written notice.

**PROFESSIONAL SERVICES AGREEMENT FOR
Structural Plan Review for Building Permits**

THIS AGREEMENT is entered into between the City of Woodland, a municipal corporation, hereinafter referred to as "the City", and David Bugni & Associates, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform Structural Engineering review services of Building plans as requested by the city.
2. **Scope of Services.** Consultant agrees to perform professional services, including the provision of all labor, materials, equipment and supplies. Consultant will provide the city with structural building review comments as applicable to the building code as adopted and amended by the State of Washington.
3. **Time for Performance.** Consultant shall perform all services in a professional and timely manner.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be on an hourly basis. An estimate will be provided for each project and approval obtained before work starts. For work performed under this agreement, the hourly rate shall be \$105.00/hour. Mileage will be billed at \$.50 per mile. The consultant will not use assistants.
 - b. Final payment of any balance due the Consultant will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - c. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - d. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.
5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including

reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.

6. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Business License. All companies working with the City of Woodland must obtain a City of Woodland Business License prior to the City signing an agreement. Please call 360-225-8281 or go to our website www.ci.woodland.wa.us for more information.
8. Indemnification / Hold Harmless. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorneys fees, to the extent caused by the negligence of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 City, its officers, officials, employees, and volunteers, the Consultant's liability 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.

9. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations,

independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The limits of the above section may be waived or modified as approved by the City.

Waived Modified to _____ Approved by Risk Manager _____

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured

endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

10. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

11. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
12. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
13. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
14. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
15. Attorney fees: In the event of a lawsuit, arbitration or other action to interpret or enforce any provision of this agreement brought by either party, then the prevailing party shall be awarded such sum for attorney fees as a court or arbitrator may deem reasonable, together with the costs associated with such suit, arbitration or action.
16. City's Right to Terminate Contract. Should the Consultant materially breach, or fail to perform any provision of the contract, the City, after thirty days' written notice to the Consultant, and its surety, if any, may, without prejudice to any other remedy the City

may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Consultant or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances and finish the work by such means as the City sees fit.

17. **Notices.** Notices to the City of Woodland shall be sent to the following address:
Bart Stepp, Public Works Director
City of Woodland
PO Box 9; 300 E. Scott Ave.
Woodland, Washington 98674

Notices to Consultant shall be sent to the following address:
David Bugni & Associates
30265 S.E. Kowall Road
Estacada, OR 97023

18. **Integrated Agreement.** This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this 29 day of MAY, 2013

CITY OF WOODLAND

By _____
Mayor, Grover B. Laseke

CONSULTANT

By 
David Bugni