

Resolution #630

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT,
WASHINGTON, APPROVING AN AGREEMENT FOR ENGINEERING SERVICES
FOR CALENDAR YEAR 2025 WITH JACKSON CIVIL ENGINEERING, LLC,
AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT.**

Whereas, the Town of Yacolt, (hereafter “Town” or “Yacolt”), desires to retain the services of an engineer to provide professional engineering services as needed by the Town for calendar year 2025;

Whereas, the Town advertised a Request for Qualifications, (hereafter “RFQ”), pursuant to RCW 39.80 to identify an engineer that best meets the Town’s forecasted engineering needs by publishing such RFQ in The Reflector on October 9, 2024;

Whereas, the Town received one response to the RFQ from Jackson Civil Engineering, LLC, which was reviewed by the Mayor, Town Clerk and Public Works Director;

Whereas, the Town has negotiated an Agreement for Engineering Services with Jackson Civil Engineering, LLC, and that Agreement has been reviewed and approved by the Town Attorney;

Whereas, the Town’s Mayor, Town Clerk and Public Works Director determined that Jackson Civil Engineering, LLC, is qualified and able to perform the duties of Town Engineer for the Town of Yacolt, and have recommended that the firm of Jackson Civil Engineering, LLC be selected by the Town Council to serve as the Town Engineer during calendar year 2025; and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 9th day of December, 2024, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

NOW THEREFORE, be it Resolved by the Town Council of the Town of Yacolt, Washington, as follows:

Section 1: That the Agreement for Engineering Services, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby accepted and approved by the Town Council. The Mayor of the Town of Yacolt is hereby authorized to execute the Agreement for Engineering Services for and on behalf of the Town of Yacolt.

Section 2: This Resolution shall be effective upon passage, approval, and signatures hereon in accordance with law.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 9th day of December, 2024.

TOWN OF YACOLT

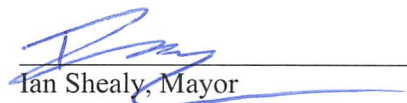

Ian Shealy, Mayor

EXHIBIT A to Resolution #630
AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is by and between the **Town of Yacolt**, a municipal corporation located in the County of Clark, State of Washington, (hereinafter referred to as “Town”), and Jackson Civil Engineering, LLC, with an office located at 704 E Main Street, Suite 103, Battle Ground, WA 98604, (hereinafter referred to as “Engineer”).

The parties recite and declare that:

1. The Town is in need of an engineer to perform and render engineering services to the Town.
2. The Engineer employs persons who, through education and experience, possess the requisite skills to provide competent engineering services for the Town.
3. The Town is, therefore, desirous of engaging the services of the Engineer.
4. The Town performed a recruiting process, as required under Ch. 39.80 RCW, and found Engineer best met the qualifications required by the Town for the Town’s forecasted engineering needs.

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the Engineer and Town agree as follows:

Section One - Purpose of Employment

Town hereby retains Engineer as Town Engineer to perform and render engineering services to the Town as its general Town Engineer. Engineer is an independent contractor and not a Town employee.

Section Two - Acceptance and Duration of Employment

The Town does hereby retain and appoint the Engineer as its Town Engineer for and during a period commencing immediately, and continuing thereafter through December 31, 2025, unless and until terminated pursuant to Section Seven, below, for the performance of engineering services set forth in Section Four, below. Town reserves the right to contract with other engineers for project-specific engineering as required by Washington public contracting requirements, Federal public contracting requirements, or as the Town deems appropriate.

Section Three - Place of Work

It is understood that the Engineer’s services will be rendered largely at the Engineer’s office in Battle Ground, but that the Engineer will, on request and as work requires, come to the Yacolt Town Hall or such other places as designated by the Town, to work on Town projects and meet with Town representatives.

Section Four - Nature of Duties

As Town Engineer, Engineer shall perform as requested by the Town: engineering services, manage and oversee construction contracts, prepare engineering and project estimates, prepare documents necessary and proper in connection with the business of the Town; and, in general, to render such engineering services of every kind and nature as the Town shall require or deem proper in its business.

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Section Five - Compensation

The Town agrees to pay the Engineer:

- A. \$270.00 per hour for all services rendered by Devin Jackson - Principal, in increments of ¼ hour.
- B. \$175.00 per hour for all services rendered by Paul Dennis - Senior Planner, in increments of ¼ hour.
- C. \$162.00 per hour for all services rendered by position Yu-an Chen - Civil Engineer, in increments of ¼ hour.
- D. \$125.00 per hour for all services rendered by position Hunter Rodgers – Engineering Technician, in increments of ¼ hour.
- E. \$120.00 per hour for all services rendered by position Lauren Voorhies - Project Administrator, in increments of ¼ hour.
- F. \$230 per hour for all services rendered by a 2-person Field Crew, in increments of ¼ hour.
- G. Invoice amount plus 15% for all subcontractors rendering services on behalf of Engineer.
- H. If Engineer hires additional employees, the rate of compensation for services rendered by those employees shall be determined by mutual written agreement between the Town and Engineer prior to the performance of work.
- I. In addition to the compensation set forth above, the Town shall reimburse the Engineer for all reasonable and necessary expenses which may be paid or incurred by him/her on behalf of the Town, subject to Town review and audit of receipts in support thereof.
- J. Engineer reserves the right to adjust rates annually as necessary to accommodate annual cost increases. Increases shall be limited to 10% unless otherwise agreed upon by both parties. Any adjustment of hourly rates by Engineer will occur on the first of each year.

Section Six - Other Employment

The Engineer shall devote all time reasonably necessary to the business of the Town but shall not by this retainer be prevented or barred from taking other employment of a similar or other character by reason of the employment herein specified.

Section Seven - Termination

This Agreement may be terminated by either party at any time on thirty (30) days' prior written notice to the other party.

Section Eight - Modification

No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

Section Nine - Indemnification / Insurance

Engineer shall defend, indemnify, and hold the Town, 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 Engineer in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town. 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 Engineer and the Town, its officers, officials, employees, and volunteers, the Engineer's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Engineer's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Engineer'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.

A. Insurance Term

Engineer 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 Engineer, its agents, representatives, or employees.

B. No Limitation

Engineer's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Engineer to the coverage provided by such insurance, or otherwise limit the Town's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Engineer shall obtain insurance of the types and coverage 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.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Town shall be named as an additional insured under the Engineer's Commercial General Liability insurance policy with respect to the work performed for the Town using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Engineer's profession.

D. Minimum Amounts of Insurance

Engineer 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.

E. Other Insurance Provision

Engineer's Automobile Liability and Commercial General Liability insurance policies

are to contain, or be endorsed to contain that they shall be primary insurance in respect to respect the Town. Any insurance, self-insurance, or self-insured pool coverage maintained by the Town shall be in excess of the Engineer's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Engineer shall furnish the Town 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 Engineer before commencement of the work.

H. Notice of Cancellation

Engineer shall provide the Town with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

I. Failure to Maintain Insurance

Upon discovery of failure on the part of the Engineer to maintain the insurance as required, the Town may, after giving ten (10) business days' notice to the Engineer to correct the breach, immediately terminate the contract.

J. Town Full Availability of Engineer's Limits

If the Engineer maintains higher insurance limits than the minimums shown above, the Town shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Engineer, irrespective of whether such limits maintained by the Engineer are greater than those required by this contract or whether any certificate of insurance furnished to the Town evidences limits of liability lower than those maintained by the Engineer.

Section Ten - Notice

Notice required under this Agreement shall be deemed sufficient if made in writing and sent by certified mail to either party at the following addresses, or such other address as may hereafter be specified by either party in writing:

Town of Yacolt
202 W. Cushman St.
Yacolt, WA 98675

Jackson Civil Engineering
704 E Main St, STE 103
Battle Ground, WA 98604

Section Eleven - Title VI of the Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section Twelve - Access to Records Clause

The Town and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the contract for the purposes of making audit, examination, excerpts, and transcriptions.

Engineer agrees to maintain such records and follow such procedures as the Town may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by Engineer for a period of three (3) years, unless a longer period is required to resolve audit findings or litigation. In such cases, Town shall request a longer period of record retention.

Section Thirteen - Section 109 of the Housing and Community Development Act of 1974, as amended

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section Fourteen - Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

Section Fifteen - Age Discrimination Act of 1975, as amended

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance [42 U.S.C. 610 *et. seq.*]

Section Sixteen - Section 504 of the Rehabilitation Act of 1973, as amended

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds [29 U.S.C. 794].

Section Seventeen - Complete Agreement

This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either the Town or the Engineer other than contained herein.

Section Eighteen - Confidentiality

The Engineer may, from time to time, receive information which is deemed by the Town to be confidential. The Engineer shall not disclose such information without the prior express written consent of the Town or upon order of a court of competent jurisdiction.

Section Nineteen - Applicable Laws and Standards

The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. The Engineer warrants that its design, construction documents, and services shall conform to all applicable federal, state, and local statutes and regulations.

Section Twenty - Binding Effect and Assignment

This Agreement shall be binding upon and shall inure to the benefit of the Town and its successors and assigns. Neither this Agreement nor any rights hereunder may be assigned by the Engineer without the written consent of the Town.

Section Twenty-One - Saving Clause

If any provision of this Agreement, or the application of such provision to any person or under any circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section Twenty-Two - No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section Twenty-Three - Costs and Attorney’s Fees

In the event of any claim or dispute arising out of this Agreement, the party that substantially prevails shall be awarded, in addition to all other relief, all legal fees and other costs and expenses incurred in connection with such claim or dispute.

Section Twenty-Four – Miscellaneous Terms

The law of the State of Washington shall apply in interpreting this Agreement. The venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Clark County.

IN WITNESS WHEREOF, the parties have executed this Agreement at Yacolt, Washington, this _____ day of _____, 2024.

TOWN OF YACOLT:

ENGINEER:

Exhibit Copy

Exhibit Copy

Ian Shealy, Mayor
Town of Yacolt

Devin Jackson,
P.E. Principal

ATTEST:

Approved as to Form:

Exhibit Copy

Exhibit Copy

Stephanie Fields
Town Clerk

David Ridenour
Town Attorney