

**City Of Woodland
Council Agenda Summary Sheet**

Agenda Item:

Approval of contract with Harper Houf Peterson Righellis Inc. for surveying, design, and permitting services for the South Woodland Safe Walking Route Project

Agenda Item #: Action (F)

For Agenda of: December 16, 2013

Department: Public Works

Date Submitted: December 10, 2013

Cost of Item: \$48,300
Amount Budgeted: \$300,000
Unexpended Balance: \$300,000

BARS #: Fund 326-South Woodland SRTS Project
Description: **South Woodland Safe Walking Route Professional Services**

Department Supervisor Approval: Public Works Department /s/ *Bart Stupp*

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

- 1) Proposed Contract with HHPR for design services of South Woodland Safe Walking Route Project

Summary Statement:

Background:

Earlier this year the City was awarded a \$306,473 grant from WSDOT for the South Woodland Safe Walking Route Project. This project would construct 670 feet of sidewalk on the west side of South Pekin to fill in two gaps of sidewalk. The project would also install pedestrian signals at the intersection of 5th and Davidson.

In October of this year the City submitted a Request for Proposals to complete engineering and surveying services for this project. Seven firms submitted proposals (Gibbs and Olson, Wallis Engineering, HDJ Design, PACLAND Olympia, Gray & Osborne, Skillings Connolly, and HHPR). Public Works Staff reviewed the proposals and selected HHPR to be the design consultant. Following that selection City Staff negotiated with HHPR to come to an acceptable scope and fee for the project.

Attached is the proposed contract with HHPR that includes the scope and fee. Project would be design and permitted in early 2014 and constructed the summer of 2014. Staff recommends approval of the contract.

Local Agency Standard Consultant Agreement

Consultant/Address/Telephone

**Harper Houf Peterson Righellis Inc.
1104 Main Street, Suite 100
Vancouver WA 98660
360-750-1131**

- Architectural/Engineering Agreement
 Personal Services Agreement

Agreement Number

Project Title And Work Description

Federal Aid Number

**City of Woodland – South Woodland Pedestrian
Improvements (Safe Routes to School Project)**

Agreement Type (Choose one)

- Lump Sum**
Lump Sum Amount \$ _____
- Cost Plus Fixed Fee**
Overhead Progress Payment Rate _____ %
Overhead Cost Method
 Actual Cost
 Actual Cost Not To Exceed _____ %
 Fixed Rate _____ %
Fixed Fee \$ _____
- Specific Rates Of Pay**
 Negotiated Hourly Rate
 Provisional Hourly Rate
- Cost Per Unit of Work**

**Engineering services for survey design and permitting of
sidewalk and street crossing along S. Pekin and Fifth Street,
walking route to Woodland School site.**

DBE Participation

Yes No _____ %

Federal ID Number or Social Security Number

93-1045332

Do you require a 1099 for IRS?

Yes No

Completion Date

December 31, 2014

Total Amt Authorized **\$48,300**

Management Reserve Fund **\$ 0**

Maximum Amt Payable **\$48,300**

Index of Exhibits

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input checked="" type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement | <input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment – Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment – Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment – Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input type="checkbox"/> Exhibit D-4 Payment – Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input checked="" type="checkbox"/> Exhibit E-1 Fee – Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee – Specific Rates | <input type="checkbox"/> Exhibit M-2 Certification – Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work | <input type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input checked="" type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of **December, 2013**,

between the Local Agency of **City of Woodland**, Washington, hereinafter called the "AGENCY",

and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CPR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or its employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1 (a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

APPROVED AS TO FORM ONLY:

FOR CITY OF WOODLAND, WASHINGTON

By: _____
Woodland City Attorney, William Eling

By: _____
Mayor, Grover Laseke

ATTEST:

FOR: HARPER HOUF PETERSON RIGHELLIS INC.

By: _____
Woodland Clerk Treasurer, Mari Ripp

By:  _____
Charles L. Harper, P.E., President

EXHIBIT A

SOUTH WOODLAND PEDESTRIAN IMPROVEMENTS

Safe Routes to School Project

SCOPE OF WORK

The City of Woodland received a grant through the Safe Routes to School Program to construct sidewalk improvements along South Pekin Road and South Fifth Street and to install pedestrian signals and solar flashing speed signs to improve pedestrian safety along the route. This corridor is a walking route for students attending Woodland Schools.

Harper Houf Peterson Righellis Inc. (HHPR) will provide design phase services that include project management, land survey, civil design, planning and permitting. To complete the work we have teamed with DKS Associates for the design of the signal and flashing sign improvements.

Construction phase services including construction staking have not been included in the design phase for this project scope. HHPR, along with our consultant team will provide professional services for the design and implementation of this project as described below. The proposed scope of professional services includes the following general tasks:

- Task 1: Project Management and Administration
- Task 2: Surveying Services
- Task 3: Pedestrian Signal Crossing and Solar Powered Speed Sign Design
- Task 4: Environmental and Permitting
- Task 5: Stormwater Analysis
- Task 6: Preliminary Design and Review
- Task 7: Final (90% Review and Bid Set) PS&E
- Task 8: Bid and Award Services

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

HHPR shall perform the following tasks involved in the design of the Project.

1.1 Project Management

- HHPR shall provide management, coordination, and direction to the Project team in order to complete the project on time and within budget. The Consultant team will integrate a strategy of partnership with the various stakeholders into the overall management approach.
- HHPR shall schedule and administer project team meetings as needed. This will include progress/coordination meetings and document review meetings.
- HHPR shall establish a quality management program, and designate responsibility for review of technical work and other deliverable products.

1.2 Project Coordination

- HHPR shall organize and hold project meetings with key Project team members, including representatives from the City of Woodland and other agencies as needed.
- HHPR shall coordinate Project activities with the City.

1.3 Project Prospectus

HHPR shall review the Project Prospectus prepared by the City and provide any necessary project design information to the City as required to complete the prospectus.

Task Assumptions:

- Two coordination / review meetings with the City are included; one to review the preliminary design plan and the second to review the 90% PSE review comments.
- Coordination with the City is assumed to be completed through email or teleconferencing.

TASK 2: SURVEYING SERVICES

2.1 Survey and Base Mapping

- Request utility locates and research utility as-built maps and records.
- Establish project survey control.
- Locate all survey monuments of record within the project limits and perform calculations to determine the right-of-way location and location of relevant property boundaries.
- Perform topographic survey of the roadway, sidewalk route and signal/speed sign areas.
- Prepare topographic and limited property survey map and digital file.

2.2 Easement Legals

- Prepare legal descriptions and exhibits for sidewalk and slope easements on private property.

Assumptions and Exclusions:

- Traffic control flagging for survey is assumed not necessary and has not been included in this scope of work.
- Survey will include half street and 15 feet onto private property.
- Trees 6" and greater in size will be included in the survey.
- Location of signals and signage will be established prior to start of survey and a location sketch will be provided to HHPR to assist in mapping the sites.
- Two total easements are required – one on each of the parcels impacted by the work.

Additional Survey Services:

Perform additional services that may be authorized by separately by the City of Woodland and are not defined above. Services may include, but are not limited to, the following:

- Additional topographic survey or other survey tasks.
- Additional exhibits.
- Legal descriptions for additional easements or other needs.
- Field staking easements, acquisitions and proposed alignments.
- Construction staking.

Task 2 Deliverables:

AutoCAD drawing with boundary and right of way resolution in the project area, topographic survey of surface features, utilities, and including Civil 3d surface and contours at 1 foot intervals.

Easement legal descriptions to be formatted for inclusion in documents to be recorded by others.

TASK 3: PEDESTRIAN SIGNAL CROSSING AND SOLAR POWERED SPEED SIGN DESIGN

3.1 Pedestrian Signal Crossing

At the intersection of Davidson Avenue and 5th Street, a flashing crosswalk (rectangular rapid flashing beacon (RRFB)) or Pedestrian Hybrid Beacon has been proposed. The *Manual on Uniform Traffic Control Devices* (MUTCD) has specific guidance on when to install Pedestrian Hybrid Beacon signals at crossing locations. In addition, *NCHRP Report 562: Improving Pedestrian Safety at Unsignalized Crossings* provides additional guidance on when to use enhanced crossing treatments including those treatments such as Pedestrian Hybrid Beacons or RRFB's.

Task 3.1.1 Pedestrian Signal Crossing Analysis - DKS will conduct a crossing treatment analysis for existing conditions consisting of the following:

- Review of existing available peak hour count data for pedestrians, bikes and vehicle volumes at the Davidson Avenue/5th Street intersection. No new counts will be conducted.
- Conduct a field review to identify site constraints and verify pedestrian and vehicle count information.
- Conduct a warrant analysis using MUTCD and NCHRP 562 Guidance. This analysis will be conducted for existing conditions only.
- Evaluation of crash history.
- Coordinate results of analysis with the City and School District.

The crossing treatment traffic analysis and recommendations will be documented in a two to three page memorandum for review by the City and School District. DKS will address one set of comments and submit a final memorandum to the City.

Task 3.1.2 Pedestrian Signal Crossing Design – Based on the preferred treatment from the traffic analysis, DKS will develop plans, special provision, and an engineer's cost estimate for the crossing treatment. DKS will conduct a field review and coordinate closely with City staff on hardware locations. Known conflicts with overhead utilities, underground utilities, and street trees and solutions to these conflicts will be identified. The crossing treatments will be designed to meet City of Woodland, WSDOT, and the *Manual on Uniform Traffic Control Devices Standards* (MUTCD) Design Standards.

The following plan sheets will be developed under this Task (budget estimates assume a solar powered rectangular rapid flashing beacon (RRFB)) is identified as the preferred crossing treatment under Task 3.1.1):

- Pedestrian Crossing Signal Plan - 1 sheet (1"=20')
- Signal Standard Details – 1 sheet (NTS)

3.2 Solar Powered Speed Signs

DKS will prepare a design for the location and installation of new solar powered speed signs at two locations within the City of Woodland, Washington. The first location will be along 5th Street for southbound traffic and the other second along S. Pekin Road for northbound traffic.

DKS will do the following for the design of the solar powered speed signs:

- Research currently available speed signing manufacturers and make recommendation to City on options available.
- Coordinate with sign manufacturers to identify the appropriate solar panels to be used.
- Conduct field study for optimum location of signs. DKS will locate signs to minimize the effects of tree canopies on the solar panels, locate to provide the best speed data and minimize any impacts to Right-Of-Way. Proposed sign locations will be reviewed to minimize conflicts with overhead and underground utilities. Location recommendations will be provided to the City and School District for their approval.
- Develop plans showing location and develop details for sign installation.
- Develop specifications for sign procurement and installation.
- Develop Construction Cost Estimate

The sign research and recommendations will be documented in a two to three page memorandum for review by the City and School District. DKS will address one set of comments on the memorandum and submit a final memorandum.

Plans, special provisions, and cost estimates will be developed for the installation of the solar powered speed signing. The signs and their locations will meet the City of Woodland's, WSDOT, and the *Manual on Uniform Traffic Control Devices Standards* (MUTCD) Design Standards. The following plans will be developed:

- Signing Plan layout sheets – 2 sheets (1"=20').
- Sign installation Details – 2 sheets (NTS)

Assumptions and Exclusions

- One kick-off meeting/field visit has been assumed during the design phase of the project.
- One design review meeting has been assumed after the 50 percent design review to address comments.
- City will identify the preferred crossing treatment to use at the 5th Street/Davidson Avenue intersection and will confirm acceptability of the solar powered speeds signs locations.
- DKS will develop a generic specification for the solar powered speed sign procurement.
- Structural analysis for sign or signal structures is not included under this scope of services and is assumed to not be required.
- Plan, special provision, and cost estimate submittals for the Crossing Treatment and Speed Signs will be made per Task 6 and Task 7.

Task 3 Deliverables

- Draft and final crossing treatment analysis memorandum.
- Draft and final sign research and recommendations memorandum.
- Signing Plans and Details (50% and 90% Submittals)
- Crossing Plans and Details (50% and 90% Submittals)
- Special Provisions (90% Submittal)
- Cost Estimate (50% and 90% Submittals)
- Signal Timing for Crossing Treatment

TASK 4: ENVIRONMENTAL AND PERMITTING

4.1 Shorelines

- Request and attend a pre-application meeting with Woodland planning staff.
- Prepare Shorelines application materials including narrative.
- Coordinate with Woodland planning staff to insure a complete application and to prepare appropriate notices and staff report.
- Attend the public hearing with the Woodland Hearing Examiner. Present the application and respond as needed to inquiries.

4.2 SEPA

- Prepare a SEPA checklist in support of the shorelines application and consistent with Woodland standards and requirements. A DNS threshold determination is assumed. HHPR will provide materials and information as needed to support determination by city staff.

Task 4 Deliverables

Application materials, narrative and completed SEPA checklist

TASK 5: STORMWATER ANALYSIS

5.1 Stormwater

For the basic scope of services it is assumed that stormwater runoff will be managed by directing the flow to existing inlets or storm systems. It is assumed that the total of new impervious surfaces will not exceed the level that requires treatment and detention of the runoff prior to discharge to adjacent systems. Evaluation of soils for infiltration potential has not been included in the basic scope. If it is determined that new infiltration systems are required, the need for soil testing will be reviewed with city staff.

5.2 Erosion Control

The design of improvements will address erosion control measures as appropriate for the construction of fill slopes, curbs and sidewalks. Erosion control measures will comply with City of Woodland standards. The project is not expected to trigger the requirement for a stormwater pollution prevention plan as required under Department of Ecology guidelines.

Task 5 Deliverables

Drainage and erosion control will be addressed on preliminary and final drawing submittals.

TASK 6: PRELIMINARY DESIGN AND REVIEW

6.1 Site Investigation, Utility Data Collection, and Coordination

- HHPR shall perform necessary site investigation to review existing information and standards to fully understand the issues, during the design and plan preparation process. HHPR shall obtain all available utilities' records within the Project boundaries from the individual companies and review them. HHPR shall work directly with the owners of existing utilities to identify requirements related to their relocation or modification.
- HHPR shall coordinate with private and public utilities, including power, phone, cable, gas, and other utilities.

6.2 Preliminary (50%) Design and Plans

HHPR shall design the sidewalk alignment and grading and prepare the preliminary plan including sidewalk layout, and sidewalk/roadway drainage. The 50% design submittal will show proposed alignment and approach to grading and drainage and will be suitable for processing shoreline permits and for discussions with impacted neighbors.

Deliverables:

- Preliminary plans will include title sheet, general notes, preliminary plan and profile sheets, standard details. The 50% submittal will also incorporate preliminary site plan for the signal/signage.

TASK 7: FINAL DESIGN (90% REVIEW AND BID SET) PS&E

7.1 Prepare Final Construction Plans

- Prepare final site plan and grading drawings for the sidewalk, including sections and details.
- Incorporate changes in response to comments from initial review.
- Design stormwater features and methods as required.
- Prepare erosion control plan and details.
- Coordinate and integrate signal and signage drawings.
- Prepare and submit project plans to the City and WSDOT for review at the completion of the 90% design stages.
- Prepare and submit final plans for bidding.

7.2 Specifications

- Prepare Project Special Provisions as required by the design. Project specifications shall comply with the City of Woodland Standard Specification format and a first draft shall be turned in with the 90% plans. HHPR shall update the Amendments and General Special Provisions to current Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction. City of Woodland will provide front end contract document sections.

7.3 Cost Estimate

- Prepare cost estimates at the completion of the 90% design stage. Itemized quantities shall be computed at the 90% stage. The Consultant will prepare a cost analysis using unit prices from the City and WSDOT bid tabulations for inclusion with the Engineer's Estimates for the Project.

Task 7 Deliverables:

- 90% submittal documents
- Final project PS&E
- Digital (AutoCAD files) for the final plans.

TASK 8 BID AND AWARD

8.1 Bid and Award Services

HHPR will assist with the advertising, bidding and award of the project. Construction phase project management and inspection services are not included in this scope and it is assumed they will be negotiated as part of a supplemental services agreement. Services proposed for this task consist of the following:

- Assist with preparing and placing the construction bid advertisement.
- Address bidder questions and verify design information during bidding.

- Provide digital information to contractors as required.
- Prepare information and exhibits for addenda during the bid process.
- Assist with review and tabulation of bids and recommendation of award.

Additional Assumptions and Exclusions:

- The project scope does not include preparation of utility relocation plans for the various utilities that may be affected by the construction of the project.
- Construction phase services including contract administration, inspection and project staking are not included in the design basic services scope.
- Disturbed areas of the site will be restored with native seed mix or grass seed. Landscape design and plans not included.
- The proposed scope does not include a public information effort or an open house. The education and encouragement program identified in the grant will be by others.
- Geotechnical investigation and reporting has not been included in the basic scope of services. If a study is determined to be necessary, this work can be added as an additional service.

Exhibit D-3

Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
2. **Direct Non-Salary Costs:** Direct non-salary costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations CFR Part 31.205-46 "Travel Costs."
 - b. The billing for direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**Exhibit E-1
 Consultant Fee Determination - Summary Sheet
 Harper Houf Peterson Righellis Inc.**

PROJECT: South Woodland Pedestrian Improvements - Woodland, WA

DIRECT SALARY COST (DSC):

<u>Classification</u>	<u>Man Hours</u>	x	<u>Ave. Rate</u>	=	<u>Cost</u>
Principal	0	x	\$66.75	=	\$0.00
Project Manager	54	x	\$52.33	=	\$2,825.65
Project Engineer	0	x	\$48.55	=	\$0.00
Structural Manager	0	x	\$46.49	=	\$0.00
Structural Engineer	0	x	\$33.65	=	\$0.00
Civil Engineer	0	x	\$41.13	=	\$0.00
Civil Designer	82	x	\$36.06	=	\$2,956.92
Planner	36	x	\$38.46	=	\$1,384.56
CAD Technician	53	x	\$26.77	=	\$1,418.81
Project Surveyor	34	x	\$39.75	=	\$1,351.50
Survey Crew Chief	32	x	\$25.41	=	\$813.12
Instrument Person	32	x	\$19.91	=	\$636.96
Clerical	8	x	\$18.17	=	\$145.36
	331				
				TOTAL DSC =	<u>\$11,533</u>

OVERHEAD (OH COST - Including Salary Additives):

OH Rate x DSC	of	<u>159.01%</u>	x	<u>\$11,533</u>	TOTAL OH =	<u>\$18,339</u>
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FIXED FEE (FF):

FF Rate x (DSC)	of	<u>30.00%</u>	x	<u>\$11,533</u>	TOTAL FF =	<u>\$3,460</u>
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REIMBURSABLES:

Mileage	450	x	\$0.555		\$250
Copies/Printing	1		\$50		\$56
				TOTAL REIMBURSABLES =	<u>\$306</u>

SUBCONSULTANTS:

DKS Associates					\$14,662
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TOTAL SUBCONSULTANTS =	<u>\$14,662</u>
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GRAND TOTAL

TOTAL =	<u><u>\$48,300</u></u>
---------	------------------------

PREPARED BY: Robert A VanderZanden

DATE: 12-10-13



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS ♦ PLANNERS
LANDSCAPE ARCHITECTS ♦ SURVEYORS



City of Woodland - South Woodland Pedestrian Improvements Project

December 10, 2013

Professional Services Fee Estimate

Exhibit "D"

Task and Description	Harper Houf Peterson Righellis Inc (Project Management, Engineering, Planning & Surveying)											Total Per Task	
	PM	Civil Designer	Des/CAD	Planner	Struct. Eng	Proj. Surv	Crew Chief	Instr. Person	Clerical	Sub Fee and Expense			
Basic Services													
1.0 Project Management and Coordination													
1.1 Project Management	4	4		4							2	56	\$1,627
1.2 Project Coordination	4	8											\$1,439
2.0 Surveying Services													
2.1 Survey and Base Mapping	2					20	32	32					\$6,791
2.2 Easements and Legals	4					14							\$2,213
3.0 Pedestrian Signal Crossing and Speed Sign Design													
3.1.1 Pedestrian Crossing Traffic Analysis (DKS)	2									4228			\$4,530
3.1.2 Pedestrian Signal Crossing Design (DKS)	2									6005			\$6,307
3.2 Solar Powered Speed Signs (DKS)	2									4430			\$4,732
4.0 Environmental and Permitting													
4.1 Shorelines	2		4	24							2	100	\$3,485
4.2 SEPA				8									\$889
5.0 Stormwater Analysis													
5.1 Stormwater	2	4	4										\$1,029
5.2 Erosion Control		4	4										\$726
6.0 Preliminary Design and Review													
6.1 Site Investigation, Utility Data Collection and Coordination	4	8									2	50	\$1,594
6.2 Preliminary (50%) Design and Plans	4	16	24										\$4,129
7.0 Final Design (90% Review and Bid Set) PS&E													
7.1 Prepare Final Construction Plans	8	12	16								2	50	\$3,853
7.2 Specifications	8	12											\$2,460
7.3 Cost Estimate	4	6											\$1,230
8.0 Bid and Award Services	2	8	1										\$1,264
Totals	54	82	53	36	34	32	32	32	8	14969	Estimate Total		\$48,300

Rates	\$151.23	\$104.21	\$77.37	\$111.15	\$97.25	\$114.88	\$73.44	\$57.53	52.51	Check by Category
Project Management and Coordination										\$3,065.98
Survey Services										\$9,004.34
Ped Crossing and Speed Sign										\$15,570.38
Environmental and Permitting										\$4,373.76
Stormwater Analysis										\$1,755.10
Preliminary Design and Review										\$5,722.78
Final Design										\$7,543.84
Bid and Award										\$1,263.51
Total by Category										\$48,299.69

Exhibit E-2
Consultant Fee Determination - Summary Sheet (Specific Rates of Pay) Fee Schedule
Harper Houf Peterson Righellis Inc.

PROJECT:South Woodland Pedestrian Improvements - Woodland, WA						
December 2013						
Discipline or Job Title	Hourly Rate	Overhead	Labor + Overhead	Fixed Fee Profit	Profit	Billing Rate Per Hour
		@ %		@ %		
Principal	\$66.75	159.01%	\$172.89	30.00%	\$20.03	\$192.91
Project Manager	\$52.33	159.01%	\$135.53	30.00%	\$15.70	\$151.23
Project Engineer	\$48.55	159.01%	\$125.74	30.00%	\$14.56	\$140.31
Structural Manager	\$46.49	159.01%	\$120.41	30.00%	\$13.95	\$134.36
Structural Engineer	\$33.65	159.01%	\$87.16	30.00%	\$10.10	\$97.25
Civil Engineer	\$41.13	159.01%	\$106.54	30.00%	\$12.34	\$118.88
Civil Designer	\$36.06	159.01%	\$93.40	30.00%	\$10.82	\$104.22
Planner	\$38.46	159.01%	\$99.62	30.00%	\$11.54	\$111.15
CAD Technician	\$26.77	159.01%	\$69.34	30.00%	\$8.03	\$77.37
Project Surveyor	\$39.75	159.01%	\$102.96	30.00%	\$11.93	\$114.88
Crew Chief	\$25.41	159.01%	\$65.81	30.00%	\$7.62	\$73.44
Instrument Person	\$19.91	159.01%	\$51.56	30.00%	\$5.97	\$57.53
Clerical	\$18.17	159.01%	\$47.06	30.00%	\$5.45	\$52.51

Exhibit F
Breakdown of Overhead Costs
Harper Houf Peterson Righellis Inc.

PROJECT: South Woodland Pedestrian Improvements - Woodland, WA

December 2013

<u>Account Title</u>	<u>Total Costs</u>	<u>% of Direct Labor</u>
<u>Direct Labor Base</u>	<u>\$3,228,647</u>	<u>100.00%</u>
<u>Overhead Expenses</u>		
Vacation	\$429,592	13.31%
Holiday	\$152,781	4.73%
Sick Leave	\$180,819	5.60%
Payroll Taxes	\$530,328	16.43%
Group Insurance	\$572,059	17.72%
Incentive Payments - Bonuses	\$237,361	7.35%
Profit Sharing	\$207,880	6.44%
Retirement Benefits	\$173,539	5.37%
Total Payroll Overhead	<u>\$2,484,360</u>	<u>76.95%</u>
<u>General Overhead Expenses</u>		
Indirect Labor	\$1,289,668	39.94%
Building Rental and Expenses - net	\$514,034	15.92%
Utilities	\$32,602	1.01%
Travel and Expenses - general	\$117,129	3.63%
Employees' Expenses	\$92,763	2.87%
Supplies	\$49,614	1.54%
Taxes - general	\$65,972	2.04%
Depreciation and Amortization	\$227,499	7.05%
Subscriptions	\$3,207	0.10%
Insurance (Excluding Key Man)	\$116,436	3.61%
Office Expense	\$57,476	1.78%
Professional Services	\$69,732	2.16%
Overhead Re-Allocation	-\$84,116	-2.61%
Bid and Proposal Costs	\$3,918	0.12%
Computer Expense	\$94,731	2.93%
Other Income/Expense	-\$1,299	-0.04%
Total General Overhead Expenses	<u>\$2,649,366</u>	<u>82.06%</u>
Total General Service Office Overhead	<u>\$5,133,725</u>	<u>159.01%</u>



Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-633-6288
www.wsdot.wa.gov

March 5, 2008

Mrs. Lisa Loudon
DKS Associates
1000 Broadway, Ste. 450
Oakland, CA. 94607-4099

Re: DKS Associates Overhead Schedule
FYE April 30, 2007

Dear Mrs. Loudon:

On March 5, 2008 as a WSDOT representative, Nicole Mitchell reviewed your proposed 2007 Overhead Schedule. Nicole also completed an analytical review of the schedule by comparing it to data that WSDOT had collected in our permanent files. DKS Associates provided a copy of the CPA prepared overhead, accompanying report and 2007 financial statement.

The reviewed data included, but was not limited to, the schedule of the indirect cost rate, a description of the company, basis of accounting and description of DKS Associates accounting system, basis of indirect costs, in addition to a review of the firm's internal control structure.

Based on our review, we are issuing this letter of concurrence establishing DKS Associates' overhead rate for 2007, at 176.03% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

If you or any representative of DKS Associates have any questions, please contact Martha Roach at (360)705-7006.

Sincerely,

Martha S. Roach
External Audit Manager

MR:ds
Enclosures

cc: Steve McKerney
Meg Blau, MS NB82-112

Mike Kane, MS 47323
Rick Griffith, MS 47323

**DKS ASSOCIATES
OVERHEAD STATEMENT
FOR THE YEAR ENDED April 30, 2007**

Description	F/S Amount	DKS Adj.	WSDOT Adj.	Ref.	Adjusted Amount	%
Direct Labor	<u>\$5,303,610</u>				<u>\$5,303,610</u>	100.00%
Fringe Benefits						
Payroll Taxes - FICA	\$604,174				\$604,174	11.39%
Payroll Taxes - disability	\$37,845				\$37,845	0.71%
Payroll taxes - unemployment	\$36,996				\$36,996	0.70%
Payroll taxes - hospitalization	\$491,781				\$491,781	9.27%
Insurance - group life	\$9,168	(\$543)		A	\$8,625	0.16%
Insurance - dental	\$63,294				\$63,294	1.19%
Insurance - workers' compensation	\$86,658				\$86,658	1.63%
Paid Leave - vacation	\$485,828				\$485,828	9.16%
Paid Leave - holiday	\$230,311				\$230,311	4.34%
Paid leave - sick	\$118,969				\$118,969	2.24%
Profit sharing plan	\$246,008				\$246,008	4.64%
ESOP expense	\$1,187,996				\$1,187,996	22.40%
Flexible spending	\$244				\$244	0.00%
Bonus	\$1,700,000	(\$208,469)	(\$128,002)	D,N	\$1,363,529	25.71%
Total Fringe Benefits	<u>\$5,299,272</u>	<u>(\$209,012)</u>	<u>(\$128,002)</u>		<u>\$4,962,258</u>	<u>93.56%</u>
General Overhead						
Indirect labor	\$2,017,054	(\$96,284)	(\$6,137)	B,C,E,O	\$1,914,633	36.10%
Office Rent	\$609,470				\$609,470	11.49%
Business insurance	\$341,129				\$341,129	6.43%
Auto and Travel	\$270,746	(\$4,510)	(\$2,610)	F,P	\$263,626	4.97%
Depreciation	\$298,044				\$298,044	5.62%
Equipment rental and maintenance	\$112,303				\$112,303	2.12%
Bad debt expense	\$207,000	(\$207,000)		C	\$0	0.00%
Telephone	\$108,552				\$108,552	2.05%
Office supplies and services	\$415,525	(\$43,418)		B,G,H	\$372,107	7.02%
Consultants	\$88,880				\$88,880	1.68%
Legal and accounting	\$174,190		(\$74,127)	M,Q	\$100,063	1.89%
Dues, training and publications	\$79,715	(\$7,255)		I	\$72,460	1.37%
Business taxes and licenses	\$79,179	(\$3,043)		J	\$76,136	1.44%
Recruiting costs	\$34,350	(\$17,808)		K	\$16,542	0.31%
Contributions	\$14,037	(\$14,037)		L	\$0	0.00%
Total General Overhead	<u>\$4,850,174</u>	<u>(\$393,355)</u>	<u>(\$82,874)</u>		<u>\$4,373,945</u>	<u>82.47%</u>
Total Overhead Expenses	<u>\$10,149,446</u>	<u>(\$602,367)</u>	<u>(\$210,876)</u>		<u>\$9,336,203</u>	<u>176.03%</u>
Overhead Rate	191.37%				<u><u>176.03%</u></u>	

*DKS Associates - Reviewed & Accepted on 3/5/2008 NM
Overhead prepared by Udenberg, Ulakko, Muranishi & Co. LLP*

**DKS ASSOCIATES
OVERHEAD STATEMENT
FOR THE YEAR ENDED April 30, 2007**

Description	F/S Amount	DKS Adj.	WSDOT Adj.	Ref.	Adjusted Amount	%
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Reference:

Adjustments by DKS Associates:

- A Key person life insurance unallowable per 48 CFR 31.205-19(e)(2)(v).
- B Marketing and Advertising unallowable per 48 CFR 31.205-1(f)(b).
- C Bad debt unallowable per 48 CFR 31.205-3.
- D Bonus unallowable per 48 CFR 31.205-6(f) and WSDOT Bonus Policy.
- E Gifts for employees unallowable per 48 CFR 31.205-13(b).
- F Travel costs unallowable per 48 CFR 31.205-46 and WSDOT Accounting Manual, Ch. 10.
- G Direct project costs unallowable per 48 CFR 31.202(a).
- H Entertainment unallowable per 48 CFR 31.205-14.
- I Lobbying unallowable per 48 CFR 31.205-22.
- J Penalties unallowable per 48 CFR 31.205-15(a).
- K Relocation unallowable per 48 CFR 31.205-35.
- L Contributions unallowable per 48 CFR 31.205-8.

Adjustments by WSDOT Audit:

- M Federal Income Tax prep fees in excess of \$250.00 unallowable per 48 CFR 31.205-41(b)(1) 31.201-6(a) & WSDOT Policy.
- N Bonuses unallowable in the amount of \$1,491,531.
- O Overtime Premium in the amount of \$6,137 unallowable per 48 CFR 22.103-(1)(4)(g)
- P Personal use of company vehicles unallowable per 48 CFR 31.205-6(m) (2).
- Q Litigation expenses in the amount of \$15,627 unallowable per 48 CFR 31.205-47(f)(5).

Consultant Fee Schedule



Standard DKS Billing Grades	Maximum Direct Salary	Overhead	Fixed Fee	Maximum Billing Rate
Tech Level A	\$ 8.17	176.03%	30.0%	\$ 25.00
Tech Level B	\$ 9.80	176.03%	30.0%	\$ 30.00
Tech Level C	\$ 11.44	176.03%	30.0%	\$ 35.00
Tech Level D/Grade 1	\$ 13.07	176.03%	30.0%	\$ 40.00
Tech Level E/Grade 2	\$ 14.70	176.03%	30.0%	\$ 45.00
Tech Level F/Grade 3	\$ 16.34	176.03%	30.0%	\$ 50.00
Tech Level G/Grade 4	\$ 17.97	176.03%	30.0%	\$ 55.00
Tech Level H/Grade 5	\$ 19.61	176.03%	30.0%	\$ 60.00
Tech Level I/Grade 6	\$ 21.24	176.03%	30.0%	\$ 65.00
Tech Level J/Grade 7	\$ 22.87	176.03%	30.0%	\$ 70.00
Tech Level K/Grade 8	\$ 24.51	176.03%	30.0%	\$ 75.00
Tech Level L/Grade 9	\$ 26.14	176.03%	30.0%	\$ 80.00
Tech Level M/Grade 10	\$ 27.78	176.03%	30.0%	\$ 85.00
Grade 11	\$ 29.41	176.03%	30.0%	\$ 90.00
Grade 12	\$ 31.04	176.03%	30.0%	\$ 95.00
Grade 13	\$ 32.68	176.03%	30.0%	\$ 100.00
Grade 14	\$ 34.31	176.03%	30.0%	\$ 105.00
Grade 15	\$ 35.94	176.03%	30.0%	\$ 110.00
Grade 16	\$ 37.58	176.03%	30.0%	\$ 115.00
Grade 17	\$ 39.21	176.03%	30.0%	\$ 120.00
Grade 18	\$ 40.85	176.03%	30.0%	\$ 125.00
Grade 19	\$ 42.48	176.03%	30.0%	\$ 130.00
Grade 20	\$ 44.11	176.03%	30.0%	\$ 135.00
Grade 21	\$ 45.75	176.03%	30.0%	\$ 140.00
Grade 22	\$ 47.38	176.03%	30.0%	\$ 145.00
Grade 23	\$ 49.01	176.03%	30.0%	\$ 150.00
Grade 24	\$ 50.65	176.03%	30.0%	\$ 155.00
Grade 25	\$ 52.28	176.03%	30.0%	\$ 160.00
Grade 26	\$ 53.92	176.03%	30.0%	\$ 165.00
Grade 27	\$ 55.55	176.03%	30.0%	\$ 170.00
Grade 28	\$ 57.18	176.03%	30.0%	\$ 175.00
Grade 29	\$ 58.82	176.03%	30.0%	\$ 180.00
Grade 30	\$ 60.45	176.03%	30.0%	\$ 185.00
Grade 31	\$ 62.09	176.03%	30.0%	\$ 190.00
Grade 32	\$ 63.72	176.03%	30.0%	\$ 195.00
Grade 33	\$ 65.35	176.03%	30.0%	\$ 200.00
Grade 34	\$ 66.99	176.03%	30.0%	\$ 205.00
Grade 35	\$ 68.62	176.03%	30.0%	\$ 210.00
Grade 36	\$ 70.25	176.03%	30.0%	\$ 215.00

Fixed Fee is a Percent of Direct Labor

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet

	Man Hours		Rate		Cost
Grade 31	2	\$	61.85	\$	123.70
Grade 20	36	\$	43.00	\$	1,548.00
Grade 12	76	\$	30.75	\$	2,337.00
Grade 9	24	\$	25.40	\$	609.60
Grade 10	0	\$	27.00	\$	-
Tech L	5	\$	24.75	\$	123.75

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Total DSC = \$ 4,742.05

Overhead (OH Cost - including Salary Additives):

OH Rate x DSC of 176.03% \$ 4,742.05 \$ 8,347.43

Fixed Fee (FF)

FF Rate x DSC of 30% \$ 4,742.05 \$ 1,422.62

Reimbursable

Traffic Counts	\$	-
Reproduction	\$	-
Travel	\$	150.00

Total Reimbursable \$ 150.00

Subconsultant Cost

\$ -

Grand Total

\$ 14,662.10

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1 (a)
Certification Of Consultant

Project No. _____

City of Woodland

I hereby certify that I am Charles L Harper, P.E., President and duly authorized representative of the firm of Harper Houf Peterson Righellis Inc. whose address is 1104 Main Street Suite 100 Vancouver WA 98660 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

12 / 10 / 2013
Date

Charles L Harper
Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Woodland , Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature