

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works

**DATE:** January 8, 2019

**REQUESTED ACTION:** Authorize the Public Works Director to sign a professional services agreement with Harper, Houf, Peterson, Righellis, Inc. for engineering and environmental permitting work for the NE 68th Street Sidewalk - (Highway 99 - Vancouver City Limit) - Project #: 373122 in a total amount not to exceed \$388,800. Also authorize the Public Works Director to sign supplemental agreements, if necessary, extending the duration of the contract and increasing the amount by up to 10 percent.

Consent     Hearing     County Manager

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## BACKGROUND

This project will construct a mile-long sidewalk on Northeast 68th Street, from Highway 99 east to the Vancouver city limits (about Northeast 28th Avenue). The county is also working on a partnership with the city of Vancouver to extend the sidewalk to Northeast St. Johns Road (see vicinity map).

Northeast 68th Street has only a few segments of sidewalk throughout the corridor. It is a narrow two-lane street that serves several neighborhoods, a county park and a number of churches along with providing access to Highway 99 and the businesses there. The lack of sidewalks forces pedestrians to walk on the roadway or narrow shoulders.

Because county employees are busy working on other critical projects, Public Works issued a request for proposals to provide design and environmental permitting services for this project. Public Works interviewed four firms and selected Harper, Houf, Peterson, Righellis, Inc.

This contract will allow Public Works to move forward with design, public outreach, permitting and preparation of construction plans. The county was awarded a \$150,000 federal grant for design and will apply for additional grants for construction of the project.

## COUNCIL POLICY IMPLICATIONS

None. This project supports the council's practice of investing in a safe, efficient, multimodal transportation system for all county residents.

## ADMINISTRATIVE POLICY IMPLICATIONS

None. This project was included in the adopted 2018-2023 Transportation Improvement Program and the adopted 2018-2019 and 2019 budgets.

## COMMUNITY OUTREACH

Public Works will tailor its community outreach to this project. Specific outreach could include informational mailers, an open house, direct contact with affected property owners, and meetings

PW19-002

with neighborhood and business associations. Project information will also be posted on the county website.

### BUDGET IMPLICATIONS

| YES | NO |  |
|-----|----|--|
| X   |    | Action falls within existing budget capacity.  |
|     | X  | Action falls within existing budget capacity but requires a change of purpose within existing appropriation  |
|     | X  | Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager. |


### BUDGET DETAILS

|                          |   |
|--------------------------|---|
| Local Fund Dollar Amount | \$238,800                               |
| Grant Fund Dollar Amount | \$150,000                               |
| Account                  | 1012 – County Road Fund                 |
| Company Name             | Harper, Houf, Peterson, Righellis, Inc. |

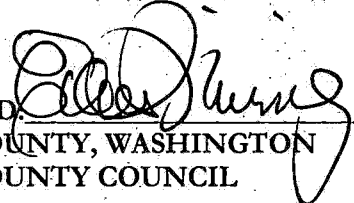
### DISTRIBUTION:

Council staff will post all staff reports to the county website, [www.clark.wa.gov/council-meetings](http://www.clark.wa.gov/council-meetings).

  
Tom Grange, PE  
Engineering & Construction Division Manager

  
Ahmad Qayoumi, PE  
Public Works Director/County Engineer

Primary Staff Contact:     Matt Hall     Ext.     4225    

APPROVED:   
CLARK COUNTY, WASHINGTON  
CLARK COUNTY COUNCIL

DATE:     1-8-2019    

SR#     03-19    



# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 782871

|   |  |
|---|--|
| Firm/Organization Legal Name (do not use dba's):<br>Harper Houf Peterson Righellis Inc.   |  |
| Address<br>1104 Main Street, Suite 100  | Federal Aid Number<br>Not Available  |
| UBI Number  | Federal TIN or SSN Number<br>93-1045332  |
| Execution Date  | Completion Date<br>12/31/2021  |
| 1099 Form Required<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   | Federal Participation<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Project Title<br>NE 68th Street Sidewalk (St. Johns to Hwy 99)  |  |
| Description of Work<br>Provide Engineering / Design / Permitting / Bidding Support / Construction Support for approximately 6,900 feet of sidewalk along one side of NE 68th Street, between Highway 99 and NE St. Johns Road. The project includes TWO sections: the County Section 1 at approximately 5,500 feet in the County (Hwy 99 to City Limits); and the City Section 2 (east of 28th Avenue) at approximately 1,400 feet in the City (east of 28th Avenue to NE St. Johns Road). THIS AGREEMENT IS FOR THE COUNTY SECTION 1 ONLY. The City Section 2 (under a separate agreement with the City of Vancouver) will be part of the project and will run concurrently with the County Section 1. Both Section 1 and Section 2 shall be managed and led by the County Project Manager with input from and coordination with the City Project Manager. |  |
| <input checked="" type="checkbox"/> Yes _____ <input type="checkbox"/> No DBE Participation<br><input checked="" type="checkbox"/> Yes _____ <input type="checkbox"/> No MBE Participation<br><input checked="" type="checkbox"/> Yes _____ <input type="checkbox"/> No WBE Participation<br><input checked="" type="checkbox"/> Yes _____ <input type="checkbox"/> No SBE Participation  | Maximum Amount Payable: \$ 388,800.  |

## Index of Exhibits

- Exhibit A    Scope of Work
- Exhibit B    DBE Participation/SBE Plan
- Exhibit C    Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D    Prime Consultant Cost Computations
- Exhibit E    Sub-consultant Cost Computations
- Exhibit F    Title VI Assurances
- Exhibit G    Certification Documents
- Exhibit H    ~~Liability Insurance Increase~~
- Exhibit I    Alleged Consultant Design Error Procedures
- Exhibit J    Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the Clark County, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and 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; and

WHEREAS, the CONSULTANT represents that they comply 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 SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **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 State, Federal, 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 SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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 – Preparation and Delivery of Electronic Engineering and other Data."

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 these SERVICES, 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 SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

**If to AGENCY:**

Name: Matt Hall  
 Agency: Clark County Public Works  
 Address: PO Box 9810  
 City: Vancouver  
 State: WA Zip: 98666  
 Email: matt.hall@clark.wa.gov  
 Phone: 564-397-4225  
 Facsimile: 360-397-6051

**If to CONSULTANT:**

Name: Charles Harper  
 Agency: Harper Houf Peterson Righellis Inc.  
 Address: 1104 Main Street, Suite 100  
 City: Vancouver  
 State: WA Zip: 98660  
 Email: chuck@hhpr.com  
 Phone: 360-750-1131  
 Facsimile: 360-750-1141

**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 conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "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, 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 SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

- B. **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. Air or train travel will be reimbursed only to lowest price available, 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 WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," 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 SERVICES at the time of the interview.
- E. **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 SERVICES 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) calendar 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. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) 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 AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

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 this 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 this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.



## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- 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 "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" 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 with or without cause 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 for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES 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 in paragraph two (2) of this section, 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 the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination; whether that SERVICE 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 SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES 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 in paragraph two (2) of this section.

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 fault 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.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES 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 SERVICES 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 completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES 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 XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days 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 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". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this 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 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.~~

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or 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. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this 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 this 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 insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this 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:

Name:     Matt Hall      
 Agency:     Clark County Public Works      
 Address:     PO Box 9810      
 City:     Vancouver     State:     WA     Zip:     98666      
 Email:     matt.hall@clark.wa.gov      
 Phone:     564-397-4225      
 Facsimile:     360-397-6051    

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, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this 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 SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this 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 this 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 this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "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.

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. 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 a supplement to this AGREEMENT.

### **XVIII. 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 AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

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.

\_\_\_\_\_  
Signature Charles L. Harper, P.E.  
Harper Houf Peterson Righellis Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Ahmad Qayoumi, P.E.  
Public Works Director

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

APPROVED AS TO FORM ONLY  
Anthony F. Golik

By: \_\_\_\_\_  
William Richardson  
Deputy Prosecuting Attorney



**Exhibit A**  
**Scope of Work**

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Project No. 372122

## **Scope of Work for**

### **NE 68<sup>th</sup> Street Sidewalk CRP #372122**

**December 17, 2018**

This Scope of Work is provided in accordance with Local Agency Consultant Agreement for Consulting Services for Engineering Services, by and between CLARK COUNTY, WASHINGTON, after this called "County," a municipal corporation of the State of Washington, and Harper Houf Peterson Righellis Inc. after this called "Consultant" All provisions outlined in the Local Agency Consultant Agreement shall apply to work performed by the Consultant in the execution of this work.

#### **EXISTING CONDITIONS**

NE 68th Street has little to no sidewalks throughout the corridor. NE 68th Street is a two-lane roadway between Highway 99 on the west and NE St. Johns Road on the east. NE 68th Street serves a densely populated residential neighborhood with an average daily traffic (ADT) of 2,357 vehicles. The roadway is posted at 35 MPH, and vehicles travel at an 85th percentile speed of 41 MPH. The road has two 11-foot lanes with no or very narrow shoulders, limited segments of sidewalk, slopes greater than 12 percent and open ditches. In some locations the roadway is 10-15 feet above or below the abutting parcels. The lack of sidewalk creates a potential conflict between vehicles and pedestrians. There have been 17 reported collisions along this section of the corridor in the past 10 years. Fixed object impacts account for 65 percent of the collisions.

#### **PROJECT SCOPE**

This project will design approximately 6,900 feet of sidewalk along one side of NE 68th Street, between Highway 99 and NE St. Johns Road. The project includes two sections: the County Section 1 at approximately 5,500 feet in the County (Hwy 99 to City Limits); and the City Section 2 (east of 28th Avenue) at approximately 1,400 feet in the City (east of 28th Avenue to NE St. Johns Road). The engineering, permitting, bidding, and construction support services for the two sections will run concurrently and shall be managed and led by the County Project Manager with input from and coordination with the City Project Manager. Each section will be administered under separate contracts with Clark County (Section 1) and the City of Vancouver (Section 2).

The initial location for sidewalk construction would begin on the south side of NE 68th Street, west of NE 17th Avenue, and continue on the north side of the roadway from NE 17th Avenue to the eastern termini of the project. The final location will be determined with additional analysis and design. Upon completion of design, the construction phasing of the sidewalk will be determined by the County and City. After all phases of construction, there will be a continuous pedestrian route between Highway 99 and NE St. Johns Road, including a City of Vancouver development currently under construction.

The sidewalk will be a minimum of five feet wide, and may be a combination of pervious or impervious concrete and/or asphalt depending on stormwater and design constraints. The design phase will determine location of necessary retaining walls, stormwater facilities, and confirm the limits of each phase of construction.

Pedestrian features may be installed, such as Rapid Rectangular Flashing Beacon (RRFB), lighting, and/or a pedestrian refuge island at or near NE 17th Avenue or other locations identified in the Pedestrian Safety Study. The Pedestrian Safety Study will determine the required pedestrian features.

#### **NE 68<sup>th</sup> STREET SIDEWALK GRANT GOALS**

1. Improve the public travel experience: The construction of a sidewalk along NE 68th Street will enhance travel not only for pedestrians, but for all travel modes. This project will allow pedestrians another alternative to walking within the travel lanes. They will no longer contend with fast moving vehicular traffic. Future vehicle/pedestrian, pedestrian/bicycle and vehicle/vehicle

conflicts are reduced significantly with the sidewalk. These factors improve pedestrian and motorist safety and mobility.

2. Additional travel options: A dedicated pedestrian route will encourage and enhance pedestrian activity. Walking to transit at both the NE 68th Street/Highway 99 and NE St. Johns Road intersections will become practical and safe, supporting multi-modal travel. Pedestrians will consider walking as a viable travel option, no longer having to compete with vehicle traffic.
3. Community benefits: Design and construction of this project will address a longstanding community need. Neighborhood Associations and several citizen groups have actively sought this project for several years. NE 68th Street is also the highest-ranking current project on the County's Sidewalk Program.
4. The 68th Street sidewalk will link pedestrians to employment opportunities, business centers, services, recreational choices and medical providers along Highway 99 and NE St. Johns Road. Transit will also improve access throughout the greater Clark County, Vancouver and Portland area. The community benefits will continue to increase as the densities and number of multi-family structures grow along this corridor.
5. Pedestrian activity from the large number of neighborhoods and residences surrounding the project area will increase. Greater opportunities for pedestrians to walk for exercise will be created as this sidewalk will help connect the walking community. Hazel Dell Park and Heritage Farm will become directly accessible. A pedestrian route to transit at the NE 68th Street/Highway 99 and St. Johns Road intersections and transit routes will be established.

It is understood that the Consultant and the Consultant Team will perform the engineering and landscape architecture services necessary to complete the design of the project: civil engineering, roadway design, stormwater design, landscaping design, select site amenities, retaining wall design (structural and non-structural), structural engineering, geotechnical engineering, transportation engineering (geometry, access, signing/stripping), C-Tran & all utility coordination and work with Clark County Traffic & Signal Engineers on the traffic crossing beacon.

Clark County will provide the following services to support the project designs: design surveying, monumentation, staking, property acquisition (including right-of-way plans, appraisals, legal descriptions, and agreements), constructability reviews, public outreach and environmental permitting if necessary.

Although Clark County will provide a majority of the public outreach, it is expected the consultant will participate in the public outreach process which will consist of presentations to the businesses and neighborhood associations impacted by the improvements and a work session with the Board of County Councilors and Clark County Manager.

The County's Project Manager will lead the project team, which includes the consultant design team. The consultant team Project Manager will work closely with the County Project Manager to assure the communication and leadership needed for the success of the projects.

### **SCOPE OF WORK**

The following scope of work is for both sections of the project, Section 1(Clark County) and Section 2 (City of Vancouver). The following scope of work associated with roadway limits (Hwy 99 to the City Limits) for Section 1 (Clark County) shall apply to the services provided with the County Agreement.

### **Task 1: Project Management / Contract Administration**

The consultant Project Manager is responsible for managing the consultant design team scope of work, budget, and project schedule. This work will be closely coordinated with the County Project Manager. Tasks include:

- Attend monthly team meetings (up to 12 meetings)
- Monthly progress reports and billings
- Support for County provided services

- Project Management: Monthly project meetings; work closely with the County PM to efficiently manage the contract scope of work and budget. Communicate any scope and budget issues promptly so they are addressed and do not create surprises later.
- Survey: Coordinate with the County PM and Survey Section Lead for information needed for the project design.
- Real Property Acquisition: Coordinate with the County PM and Real Properties Lead to provide plan information and exhibits necessary to acquire property, permanent easements, and temporary construction easements.
- Environmental Permitting: Coordinate with the County PM and Environmental Section Lead on the County permit submittals to WSDOT and Agencies. Documents shall be prepared by the Consultant and the Consultant Team.
- Public Outreach: Coordinate with the County PM on exhibits required for public information (mailings) and exhibits for public "Open House" meetings (assume two mtgs) during the project. Participation in the public outreach process will include attendance at meetings with property owners (assume approx. 20 hours) impacted by the improvements and a work session with the Board of County Councilors and Clark County Manager.

### **Task 2 – Project Research, Utility Coordination, Kick-Off and Schedule Work Plan**

The purpose of this initial task is to introduce the key project team members and to set the framework for key design milestones and needs in order to meet the County's project schedule. Obtain available site and project information including current drawing files, prior surveys, design standards, utility information (including BPA), and other pertinent information. Tasks include:

- Site Visit and Kick-Off Meeting
- Utility (including BPA) Coordination
- Prepare Project Schedule / Work Plan

#### **Deliverables:**

- Initial Utility Purveyor Contact Log
- Project Schedule / Work Plan

### **Task 3 – Geotechnical Services**

(Services provided by Columbia West Engineering, Inc. – CWE)

**Geotechnical Field Investigation** - CWE will conduct a geotechnical investigation which will include the following:

- Approximately three days of project engineer and geologist time to conduct physical and visual reconnaissance, assess existing conditions and document observations.
- Subsurface exploration consisting of 10 soil borings will be directed and overseen by a CWE geologist or staff engineer. Subsurface exploration locations will be based upon a preliminary layout of proposed construction provided by the Consultant Team and will be selected to provide a representative assessment of site soil conditions. Soils will be classified and representative samples will be collected for submittal for laboratory analysis.

**Right of Way Permit Acquisition** – CWE understands that a Right of Way permit will be provided by Clark County and the City of Vancouver subsequent to submission of a traffic control plan:

- CWE will submit documentation for work conducted within the City of Vancouver's portion of NE 68th Street.
- CWE will submit documentation for work conducted within Clark County's portion of NE 68th Street.  
Note: CWE assumes that coring, drilling, testing, and sampling constitute professional services conducted within the right of way and do not require a contractor's license, bonding, or other specialized requirements. CWE will not be responsible for schedule and cost changes due to acquisition of a right of way permit. Various factors regarding the right of way permit may increase other subcontracted costs. Columbia West understands the cost of obtaining the right of way permit and associated fees has been waived by Clark County and the City of Vancouver and are excluded from this contract.

**Subcontractor Drilling Services** - CWE will provide subsurface drilling services as follows:

- Subsurface drilling services will be provided by CWE via direct subcontract. Exploration services will include a truck-mounted drill rig, operators, and mobilization to and from the site. Please note that exploration will necessarily result in disturbance of asphalt and site soils. CWE will attempt to limit disturbance, but some should be expected.

- Public utility locates will be conducted prior to exploration. CWE is not responsible for damage to utilities if they are not called out or clearly marked.

Subcontractor Traffic Control Services - CWE will provide traffic control services as follows:

- Traffic control services will be provided by CWE via direct subcontract. Services will include submission of a traffic control plan for permitting purposes and providing traffic control personnel on site during subsurface exploration activity.

Engineering Calculations and Design Recommendations - Engineering analysis and recommendations will be provided for:

- Grading and earthwork, including specifications and recommendations for topsoil stripping, over-excavation, subgrade preparation, soil compaction, fill lift thickness, and construction monitoring and testing;
- Retaining wall design recommendations and appropriate lateral earth pressures;
- Cut and fill slopes, including recommended slope inclinations and benching;
- Utilities and drainage, including dewatering, excavation and backfilling recommendations;
- Foundations, bearing capacity, and estimated static total and differential settlement for proposed structures;
- Seismic design considerations and soil site class as defined by the 2015 IBC;
- Lateral earth pressures and coefficient of friction;
- Wet-weather construction, soil erosion hazard potential, and soil shrink-swell potential.

Infiltration Testing - CWE will conduct shallow infiltration tests at all exploration locations. CWE will summarize the infiltration testing results. This will include:

- Laboratory test results;
- In situ infiltration test results including estimated soil coefficient of permeability (k); and
- Conclusions and recommendations.

Laboratory Analysis - Representative samples will be collected from relevant soil horizons for submittal for laboratory analysis. Selected laboratory analyses will be conducted to assess soil index properties and classification characteristics. Tests may include, but may not be limited to, gradation, plasticity, California Bearing Ratio, and soil classification.

Geotechnical Report Preparation - CWE will prepare a geotechnical site investigation report. The report will include:

- Project description, soil index properties, regional geology, soil conditions, and groundwater conditions.
- Results of research of geologic and seismic maps and literature to determine relevant seismic risks, including fault locations, earthquake magnitudes, and seismic factors from the 2015 IBC.
- Engineering analysis and design recommendations.
- Recommended infiltration correction factors if appropriate.

#### **Task 4 – Environmental Permitting / Compliance**

NEPA Compliance - Consultant Team will prepare a NEPA Categorical Exclusion (CE) Documentation Form (DOT Form 140-100 Revised 03/2018) for the entire project, both County and City parcels. Consultant Team will attend a project kick-off meeting with WSDOT Local Programs staff.

Assumptions:

- Project will not impact environmental justice (EJ) populations, but will require basic database research and documentation in a short memorandum.
- This sidewalk project is exempt from EPA Sole Source Aquifer review or if not then EPA concurs with determination of no impact.
- No impacts to ESA-listed species and no documentation, a No Effect Letter, required by WSDOT
- County and City staff will review draft CE Form and provide non-conflicting edits and comments.
- County staff will submit documents and coordinate with WSDOT staff.
- No formal NEPA administrative record will be prepared for the project.

Deliverables:

- Categorical Exclusion (CE) Documentation Form and supporting documents

Section 4(f) Compliance (Clark County) - In support of NEPA Compliance, Consultant will coordinate with the consultant team, Clark County, and WSDOT regarding potential Section 4(f) impacts to the Clark County Poor Farm Historic District, which includes Hazell Dell Park. Consultant will track (i.e., attend pertinent meetings, review website postings, and review draft plans) ongoing master planning for the historic district. Consultant will coordinate with and assist Archaeological Investigations Northwest, Inc. (AINW) in preparation of a *de minimis* memorandum if selected alignment requires ROW or has other impacts to the historic district.

Assumptions:

- Section 4(f) impacts to the Clark County Poor Farm Historic District, both agricultural land and Hazel Dell Park, will qualify for a *de minimis* determination.
- A programmatic evaluation is applicable for Section 4(f) impacts, i.e., Clark County Poor Farm Historic District, and thus a "feasible and prudent" alternative analysis is not required.
- DAHP concurs with Section 106 documentation and *de minimis* determination.

Deliverables:

- *De minimis* memorandum (lead by AINW)

SEPA Compliance - Consultant will prepare and submit a SEPA Environmental Checklist for the project. Consultant will attend a pre-application meeting with the County.

Assumptions:

- The County will be the lead agency for SEPA.
- Cultural resources information provided by AINW.
- Final Environmental Checklist will not exceed 30 pages of text, excluding maps and appendices.
- No subsequent changes to design will change impacts or final Environmental Checklist.
- The County or City will pay all application and related fees.
- County staff will submit documents and coordinate with County staff.
- A Determination of Non-Significance (DNS) or Mitigated Determination of Non-Significance (MDNS) will be issued for a 14-day comment period.
- No appeals filed against the County's SEPA determination that require additional work by Consultant.

Deliverables:

- SEPA Environmental Checklist

Wetland Delineation (City of Vancouver) - Consultant will perform a wetland delineation along NE 68<sup>th</sup> Street. Consultant will use the 2010 regional supplement to the US Army Corps of Engineers (USACE) Wetland Delineation Manual and the 2016 updated National Wetland Plant List. Wetland ratings will follow the Washington Department of Ecology (Ecology) Western Washington 2014 update. Consultant will place numbered stakes, pin flags, or surveyors ribbon as appropriate. A sketch map of the wetland boundary and flag numbers will be provided to Clark County for surveying. Based on the field work and office database review, Consultant will prepare a wetland delineation report.

Assumptions:

- City staff will provide previously submitted wetland delineations along the alignment.
- Jurisdictional wetland is limited to the western limit of City jurisdiction (parcel ID 99120000).
- Ditches are presumed not jurisdictional and delineation not included in this scope.
- Clark County will survey wetland flags and provide survey data in AutoCAD format to Consultant.
- Permit drawings prepared by Consultant engineering staff.
- Consultant will submit documents and coordinate with USACE.

Deliverables:

- Wetland Delineation Report

**Critical Area Compliance (Clark County)** – Consultant will prepare a critical area technical memorandum to address Clark County Municipal Code Subtitle 40.4. The report will address critical aquifer recharge areas (CARA), flood hazard areas, geologic hazard areas, habitat conservation ordinance, and wetland protection.

**Assumptions:**

- Slopes along NE 68<sup>th</sup> Street typically are exempt (e.g., 40.430.010.B.3.e. and 40.430.010.C.1) from steep slope analysis (as geologic hazard areas).
- No compensatory mitigation plans will be required.
- Technical memorandum not to exceed 8 pages, excluding exhibits.
- County staff will submit documents and coordinate with County staff.

**Deliverables:**

- Critical Area Technical Memorandum

**Critical Area Compliance (City of Vancouver)** - Consultant will prepare a critical area technical memorandum to address Vancouver Municipal Code (VMC) 20.740 — Fish and Wildlife Conservation Areas, frequently flooded areas, geologic hazard areas, and wetlands — and VMC 14.26.115.B.1. CARA.

**Assumptions:**

- No Oregon white oak trees will be impacted.
- Slopes along NE 68<sup>th</sup> Street typically are exempt (20.740.030.A.1.a.) from landslide analysis.
- Technical memorandum not to exceed 8 pages, excluding exhibits.
- County staff will submit documents and coordinate with County staff.

**Deliverables:**

- Critical Area Technical Memorandum

**Contingency Task – Clark County**

**CC-1: Endangered Species Act (ESA) Compliance** - ESA compliance is required as part of the WSDOT NEPA review. Consultant will prepare a No Effect Letter (NEL) based on database research, scientific literature review, and habitat assessments focused on streaked horned lark. Consultant will also coordinate with WSDOT environmental staff for preparation and review of the draft NEL.

**Assumptions:**

- No consultation with US Fish and Wildlife Service (USFWS) or NOAA National Marine Fisheries Service (NMFS) required.
- County staff will submit documents and coordinate with WSDOT staff.

**Deliverables:**

- No Effect Letter

**Contingency Tasks – City of Vancouver**

**CV-1: Joint Aquatic Resources Permit Application (JARPA)** - Consultant will prepare a Joint Aquatic Resources Permit Application (JARPA) Form for impacts to Waters of the US and Waters of the State at the westerner limit of City jurisdiction (parcel ID 99120000).

Direct wetland and buffer impacts are assumed to be minimal; thus, wetland mitigation will be addressed via purchases at a local wetland mitigation bank, most likely the Columbia River Wetland Mitigation Bank. Consultant will prepare a memorandum requesting City access to a mitigation bank

**Assumptions:**

- City will obtain signatures of surrounding property owners (Attachment A of the JARPA Form) if requested by agencies.
- Direct wetland and buffer impacts are assumed to be minimal.

- Mitigation bank memorandum not to exceed 10 pages, including exhibits.
- Consultant will submit documents and coordinate with USACE.

Deliverables:

- JARPA Form
- Mitigation Bank Access Memorandum

**CV-2: Clean Water Act (CWA) Permit Support** - Consultant will attend a pre-application meeting and a site visit. If requested by the City, Consultant will be available to answer questions from US Army Corps of Engineers (USACE) and Washington Department of Ecology (Ecology) throughout review and permit issuance.

Assumptions:

- City to submit permit materials (e.g., JARPA, wetland delineation report, and mitigation bank access memorandum) and coordinate process with USACE and Ecology.
- USACE will issue a Nationwide Permit (NWP) in a timely manner, likely either a NWP 14 – Linear Transportation Projects or a NWP 18 – Minor Discharge.
- Ecology review not required for issuance of a Water Quality Certification.
- Consultant will submit documents and coordinate with USACE.

Deliverables:

- Summary notes(email) of pre-application meeting and site visit

**CV-3: Endangered Species Act (ESA) Compliance** - ESA compliance is required as part of the CWA review. Consultant will prepare a No Effect Letter (NEL) based on database research, scientific literature review, and habitat assessments. Consultant will also coordinate with USACE staff for preparation and review of the draft NEL.

Assumptions:

- No consultation with US Fish and Wildlife Service (USFWS) or NOAA National Marine Fisheries Service (NMFS) required.
- Consultant will submit documents and coordinate with USACE staff.

Deliverables:

- No Effect Letter

**Task 5 – Cultural Permitting / Compliance**

(Services provided by Archaeological Investigations Northwest, Inc. - AINW)

AINW's work will provide clearances for the project under Section 106 of the National Historic Preservation Act of 1966, Section 4(f) of the U.S. Department of Transportation Act, City of Vancouver and Clark County development review ordinances, and Washington's State Environmental Policy Act (SEPA). Cultural resource surveys and reporting will be done to the standards of the Washington State Department of Transportation (WSDOT) and the Washington State Department of Archaeology and Historic Preservation (DAHP), and will be completed by AINW archaeologists and architectural historians who meet professional qualifications of the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.

The following are the main tasks likely needed for this project.

- Prepare a draft Area of Potential Effect (APE) submittal for WSDOT approval.
- Survey the APE to identify cultural resources along proposed alignment alternatives. An archaeological survey and shovel testing will be done, and historic resources that are 45 years in age or older will be identified. Preliminary survey results will be provided to the project team to help select the preferred sidewalk design. If authorized, AINW will complete contingency tasks that will further refine survey data for the project team.
- Once a preferred sidewalk design is selected, AINW will prepare a cultural resource survey report. Historic resources at locations where land acquisitions or easements are proposed will be



documented in WISAARD and evaluated for eligibility for listing in the National Register of Historic Places (NRHP). A contingency has been included for the completion of up to two archaeological site forms. Copies of the resource forms (database entries) will be attached to the cultural resource survey report. The report will provide recommendations for project effects on historic properties for the review of WSDOT and DAHP.

- Under Section 4(f), a *de minimis* impact on the NRHP-listed Clark County Poor Farm is anticipated. AINW will complete a Section 4(f) *de minimis* form to document this finding, and will provide summary information to support this finding in the cultural resource survey report.

#### Prepare an APE Submittal for WSDOT Approval

An APE will need to be approved by WSDOT prior to the initiation of archaeological fieldwork. The APE will encompass all areas of potential ground disturbance for design alternatives being considered for the NE 68<sup>th</sup> Street Sidewalk project. It is assumed that the APE will be limited to approximately 2.1 kilometers (km) (1.3 miles [mi]) of NE 68<sup>th</sup> Street between NE Highway 99 and NE St. Johns Road. The western 1.7 km (1 mi) of the APE will be in unincorporated Clark County, while the eastern 0.4 km (0.3 mi) will be in the City of Vancouver.

Once the APE is defined, AINW will prepare an APE submittal that will be provided to the project team for submission to WSDOT. The APE submittal will note that those areas of the APE that will not be affected by the *preferred* design will later be deleted from the project. As outlined below, inventory forms will be completed for historic resources on parcels within or crossed by this reduced APE.

#### Survey of the APE

A review of records on file at DAHP and of sources with information pertaining to the local environment and land-use history will identify known and potential locations of cultural resources in the APE. Information gathered during this research will help to target potential resources during a survey of the APE, when project alternatives will be assessed for their potential to affect historic properties by way of land acquisition, easements, and ground-disturbing construction activities.

#### Historic Resources Survey

There are approximately 45 historic resources (i.e., buildings, structures, sites, objects, and districts that were constructed at least 45 years ago) situated on parcels north and south of NE 68<sup>th</sup> Street where sidewalk construction might occur. This includes the NRHP-listed Clark County Poor Farm Historic District, which is also a park. A Bonneville Power Administration transmission line that has been previously determined eligible for listing in the NRHP also crosses through the project APE. A church at 1220 NE 68<sup>th</sup> Street has been previously documented and recommended eligible for listing in the NRHP.

AINW will provide survey-level data after the fieldwork is done to help determine which sidewalk alignments have the potential to affect historic resources that are listed in the NRHP or are eligible for listing in the NRHP. This data will be presented in maps, tables, and brief narrative statements tailored to the needs of the project team. Historic property inventory forms will be prepared once the project alignment is determined.

#### Archaeological Survey

AINW archaeologists will perform a pedestrian survey of proposed alignment alternatives and will excavate up to 24 shovel tests in areas with potential to have subsurface artifact deposits. Shovel tests will be 50 centimeters (cm) (20 inches [in]) in diameter at the surface and will be excavated to a minimum depth of 50 cm (20 in) below surface. Excavated sediment will be screened through nested 6.4- and 3.2-millimeter (¼- and ⅛-in) mesh hardware cloth. Shovel tests will be backfilled at completion, and any artifacts identified will be bagged, labeled, and reburied in the shovel test where they were observed.

We anticipate that up to 18 of these shovel tests may be excavated in unincorporated Clark County, primarily within the boundary of the NRHP-listed Clark County Poor Farm Historic District, and that one archaeological site may be identified. Up to 6 shovel tests may be excavated within Vancouver city limits;

AINW anticipates up to one archaeological site may be identified. No costs have been included to investigate 45CL606, a previously identified site in the City of Vancouver, as it is within a previously surveyed parcel and is not in the APE. Preliminary results from the archaeological survey and shovel testing, including resource locations, descriptions, and preliminary NRHP eligibility recommendations, will be provided to assist with development of the project design.

Survey Contingency Task – Additional Shovel Tests for Site Delineation

Up to two archaeological sites may be identified during the pedestrian survey and shovel testing of the APE; one in the city and one in the county. If authorized, AINW will excavate up to four additional shovel tests to help delineate archaeological sites in the APE.

Survey Contingency Task - Refine Survey Data.

To assist with the selection of a preferred design for the sidewalk, the AINW project manager will make up to two field trips to the APE to meet with the project team. AINW will provide additional information, if requested, that may be needed to help determine whether or not cultural resources have the potential to be adversely affected by the selected project design.

Prepare a Cultural Resource Survey Report

Once a preferred alignment is selected and design decisions related to impact areas are made, AINW will identify cultural resources that have the potential to be affected by the project. Areas of the APE that will be avoided by the preferred alignment will be shown as deleted from the project, and historic resources identified at deleted locations will not be considered further for project effects.

It is assumed that up to 15 historic resources may overlap locations proposed for land purchase and construction easements; this includes the Clark County Poor Farm Historic District, which is listed in the NRHP. AINW will document these resources in the DAHP WISAARD database, and will evaluate their eligibility for listing in the NRHP. AINW will also assess the effect that the project will have on cultural resources, and will identify Section 4(f) resources. It is assumed that two archaeological sites will be identified in the APE; these resources will also be documented in the WISAARD database.

A project description, setting, background review, field survey methodologies, results, recommendations of NRHP eligibility for cultural resources, and recommended findings of effect for historic properties will be summarized in a cultural resource survey report. A draft of this report will be provided to Consultant, Clark County, and the City of Vancouver for review and refinement before it is submitted to Clark County to provide to WSDOT, then to DAHP for review and concurrence.

Reporting Contingency Task – Archaeological Site Forms

If archaeological sites (up to two) are identified in the APE, AINW will complete archaeological site forms for these resources in the WISAARD database. Copies of these forms will be appended to the cultural resource survey report.

Documentation of Section 4(f) de minimis Finding for the Clark County Poor Farm Historic District

The only anticipated Section 4(f) resource is the Clark County Poor Farm Historic District, which is located in unincorporated Clark County and encompasses Hazel Dell Community Park. AINW assumes that a *de minimis* impact will occur that will need to be documented for review by WSDOT. This documentation will be done using a standard WSDOT form for *de minimis* impact determinations. A copy of the form will be attached to the AINW cultural resource survey report, and a summary of the *de minimis* recommendation will be included in the report.

Assumptions:

- An APE will need to be approved by WSDOT prior to initiating archaeological investigations.
  - The APE submittal will include all areas of possible ground disturbance.
  - Areas that will be avoided by the preferred sidewalk alignment once the design has been determined will later be deleted from the project.
- An archaeological pedestrian survey will be done and up to 24 shovel tests will be excavated to determine whether an archaeological resource is present in the APE.

- Up to 18 shovel tests will be excavated in unincorporated Clark County, primarily at the NRHP-listed Clark County Poor Farm Historic District. Up to six shovel tests will be excavated at undeveloped areas within Vancouver's city limits.
- Shovel tests will be 50 cm (20 in) in diameter at the surface and will be excavated to a minimum depth of 50 cm (20 in). No artifacts will be collected, if any are found.
- Up to two archaeological resources may be identified and documented in the DAHP WISAARD database. If needed, the excavation of up to four additional shovel tests for site delineation and the completion of up to two archaeological site forms would be done as contingency tasks.
- A survey will be done to identify historic resources at proposed locations for land acquisitions and easements.
  - Up to 45 historic resources may be on parcels encompassed within or crossed by the APE. Preliminary information on these historic resources will be provided in the form of maps and tables to assist the project team with their selection of a preferred design.
  - Once a preferred design is selected, it is assumed that land acquisitions and easements will be needed at up to 15 historic resource locations, including the NRHP-listed Clark County Poor Farm Historic District. AINW will evaluate the NRHP eligibility of these resources and will complete historic property inventory forms for them in the DAHP WISAARD database.
- AINW will assess the project's potential to affect historic properties under Section 106 and to use Section 4(f) resources. The results of this assessment and surveys of the APE will be summarized in a cultural resource survey report.
  - Findings of effect will be provided for NRHP-listed and NRHP-eligible properties. No adverse effects are anticipated.
  - The AINW report will be prepared to meet the requirements of Section 106 of the NHPA and Section 4(f) of the U.S. Department of Transportation Act. This report will be provided as a draft to Consultant, Clark County, and the City of Vancouver before it is finalized and sent to WSDOT and DAHP for concurrence.
- Section 4(f) resources will be identified and assessed to determine whether a use will occur. The only anticipated Section 4(f) resource is the Clark County Poor Farm Historic District, which is located in unincorporated Clark County. A *de minimis* impact is expected and will be documented for the review of WSDOT using a standard form provided by that agency.

Deliverables:

- APE for WSDOT and DAHP approval
- A table and map identifying up to 45 historic resources on parcels within or crossed by the APE
- Cultural resource survey report
- Documentation of *de minimis* impact finding for the Clark County Poor Farm Historic District

**TASK 6 – Pedestrian Safety Study and Traffic Control**

(Services provided by Global Transportation Engineering – GTEng)

Pedestrian Crossing Analysis

GTEng will conduct a pedestrian crossing analysis that will follow guidance from the following:

- *Manual on Uniform Traffic Control Devices*
- WSDOT Enhancement Criteria for Uncontrolled Pedestrian Crossing Locations
- NCHRP Report 526 *Improving Pedestrian Safety at Unsignalized Crossings*.

The following elements will be covered in the Pedestrian Analysis Report:

- Project Background- need for the crossing treatment
- Existing Conditions
  - Summary of existing pedestrian volumes
  - Summary of existing vehicle volumes
  - Peak Period Gap Analysis
  - Crash Analysis – The crash analysis will be conducted for the prior available five-year period
- Proposed Crossing Treatment
  - Benefits of the proposed treatment
  - Crossing Evaluation
  - Recommended treatment

GTEng conduct a 14-hour turn movement count at the intersection of NE 68th Street / 17th Avenue and up to two additional locations. A 24-hour vehicle count will also be conducted near the west end and a second near the east end of the project to understand traffic volume profiles along the corridor.

A draft traffic analysis report will be provided for County review and comments. Based on review comments, a final traffic analysis report for will be submitted.

Deliverables:

- Traffic (Pedestrian Safety Safety) Analysis Technical Memorandum (submitted with Task 7 - Preliminary Design)

Pedestrian Crossing Design

GTEng shall prepare PS&E for the construction of a pedestrian crossing based on the outcome of the pedestrian crossing analysis. The location of the crossing is anticipated to be at the intersection of NE 68th Street / 17th Avenue and up to two additional locations based on the pedestrian crossing evaluation. The level of design estimated under this task includes the development of a design for a rectangular rapid flashing beacon system. GTEng will develop plans and details for a push button activated Crosswalk Rapid Flashing Beacon (RFB) System and crosswalk lighting. The system will be designed to operate according to current WSDOT guidance.

GTEng will conduct a field review, research and confirm the location of the proposed (new) equipment. The field review and research will be conducted to minimize the possibility of conflicts between the new pole foundations, underground utilities, and street trees. All pedestrian crossing plans and specifications will conform to the Manual on Uniform Traffic Control Devices ("MUTCD"), WSDOT, Clark County and National Electric Code ("NEC") standards as applicable. Consultant shall coordinate with the utility for service connections.

Foundations for the new pedestrian poles and illumination poles will be per Clark County standards. No special foundation design has been included under this Task.

The following plans will be developed under this Task:

- Legend Sheet – One plan sheet (NTS)
- Rapid Flashing Beacon with Illumination sheet- One plan sheet (1"=10')
- Special Details Sheet (two sheets) - NTS
- Standard Drawings as needed

GTEng will use the current version of Clark County's standard specifications for roadway lighting in preparing special provisions for this task.

GTEng will prepare an engineer's construction cost estimate based on historical cost information and the WSDOT bid history information. Cost estimates will be broken out in specific bid items per Clark County requirements.

Deliverables:

- 50% pedestrian crossing plans and cost estimate
- Permitting Phase pedestrian crossing plans
- 90% Design Phase pedestrian crossing plans, specifications, and cost estimate
- Final pedestrian crossing plans, specifications, and cost estimate

Illumination Analysis and Design

GTEng shall conduct an analysis, prepare plans, specifications, and construction cost estimates for the construction of an illumination system at the proposed crossing location (lighting analysis for up to one location has been estimated). GTEng shall conduct lighting analysis to determine appropriate light pole layout (pole spacing, mounting heights, and wattages) to meet current Illumination Engineering Society ("IES") and Clark County standards for light levels. Roadway lighting plans and specifications shall conform to the NEC and Clark County standards as applicable. GTEng shall coordinate with utility for service connections.

The lighting analysis will be documented in a technical memorandum for review by Clark County. A final memorandum will be prepared based on comments provided by the County. Plans, special provisions and final cost estimate will be based on the approved lighting layout.

GTEng will coordinate with Clark County engineers regarding the location of the new street light pole (s) and electrical service requirements. GTEng will conduct a field review, research and confirm the proposed locations for the new street light pole to minimize the possibility of conflicts between the new pole foundation, underground utilities, overhead utilities, and street trees. GTEng will design conduits, wiring, and the street lighting junction box system necessary to complete the street lighting design. GTEng will coordinate with the local electrical utility for the electrical service location as required during the design. A final design will be prepared which consists of the following plan sheets:

- One street lighting design plan layout sheet showing the project area, conduit, wiring, junction boxes, street lighting circuits, and power connection - (1"=20')
- One plan for general notes and wiring schematic

GTEng will use the current version of Clark County's standard specifications for roadway lighting in preparing special provisions for this task.

GTEng will prepare an engineer's cost estimate based on historical cost information and the WSDOT bid history information. Cost estimates will be broken out in specific bid items per Clark County requirements.

Deliverables:

- Technical Memorandum summarizing the results of lighting analysis
- 50% Illumination plans and cost estimate
- Permitting Phase Illumination plans
- 90% Design Phase pedestrian crossing plans, specifications, and cost estimate
- Final Illumination plans, specifications, and cost estimate

Signing and Striping Design

GTEng shall prepare plans, specifications, and construction cost estimates for the permanent signing and pavement markings associated with the proposed pedestrian crossings. The design will be completed in accordance with applicable MUTCD and Clark County standards. A final design will be prepared which consists of the following plan sheets:

- Signing and striping plan (one sheet) – (1"=20')
- Signing Details and signing installation / removal / relocation specification (one sheet) - NTS

GTEng will use the current version of Clark County's standard specifications for signing and striping in preparing special provisions for this task.

GTEng will prepare an engineer's cost estimate based on historical cost information and the WSDOT bid history information. Cost estimates will be broken out in specific bid items per Clark County requirements.

Deliverables:

- 50% signing and striping plans and cost estimate
- Permitting Phase signing and striping plans
- 90% Design Phase signing and striping plans, specifications, and cost estimate
- Final signing and striping plans, specifications, and cost estimate

Temporary Traffic Control

GTEng shall prepare and submit PS&E for temporary traffic control to accommodate the public during construction. Plans and specifications shall be developed to accommodate vehicle, bicycle and pedestrian traffic during construction.

GTEng's TCPs shall indicate such elements as work zone traffic control sequencing, work zone limits, transitions, traffic control devices, signage and staging cross sections (where applicable), and work zone details for vehicles, bicycles and pedestrians.

GTEng shall prepare a Temporary Pedestrian Accessible Route Plan as part of the TCPs. The plan will include a pedestrian route through or around each work area that is equal to or better than the route that was there before construction.

TCPs must meet MUTCD, WSDOT and Clark County requirements. Final plans will be developed that consist of the following:

- Typical pedestrian detour (one sheet) - NTS
- Staging Plans (three sheets) – (1" = 100')
- Traffic Control Plans (up to four sheets) – (1" = 100')

GTEng will use the current version of Clark County's standard specifications for temporary traffic control in preparing special provisions for this task.

GTEng will prepare an engineer's cost estimate based on historical cost information and the WSDOT bid history information. Cost estimates will be broken out in specific bid items per Clark County requirements.

Deliverables:

- 50% signing and striping plans and cost estimate
- Permitting Phase signing and striping plans
- 90% Design Phase signing and striping plans, specifications, and cost estimate
- Final signing and striping plans, specifications, and cost estimate

**Task 7 – Preliminary Design (30%) and Layout Alternative Analysis**

- A. Review base mapping and terrain model for designs using survey data provided by the County.
- B. Collect the permitted base map plans from the two new development projects and insert them into County survey and base map.
- C. Analyze vertical and horizontal alignments and cross sections to estimate earthwork and wall locations.
- D. Analyze concepts for storm drainage options.
- E. Analyze utility impacts including relocations and upgrades. Consultant will collect as-built plans and verify utilities. Some utility purveyors may want to include their relocation or upgrade plans as part of our construction plan set.
- F. Analyze environmental / cultural resources impacts.
- G. Analyze existing conditions and data to determine alternative location for sidewalk.
- H. Including the initial location identified under "Project Scope" noted above, layout and design an alternative location (*total of two layout alternative*) for the new sidewalk improvements on the base map, noting right-of-way needs, private property impacts, utility impacts, environmental/cultural impacts, and storm drainage options for proposed NE 68<sup>th</sup> Street Sidewalk improvements.
- I. Prepare conceptual "order of magnitude" cost estimates for the two alternatives.
- J. Prepare Preliminary Design Report identifying elements noted above (item H.), "pros and cons" and cost estimates.
- K. Present alternatives to County and determine preferred design location for the sidewalk improvements.

Deliverables:

- Aerial map with preferred sidewalk improvement alignment, including the mid-block crossing(s), existing conditions, impacts, and right-of way concerns.
- Preliminary Design Report.
- List of all utilities which are impacted with the preferred alignment plan.
- Traffic Analysis Technical Memorandum (refer to Task 6 by GTEng)

### **Task 8 – Preliminary (50%) Design and Plan Phase**

NE 68th Street Sidewalk design shall meet County Road Standards and applicable County Code. The stormwater detention and treatment design must meet the Clark County Stormwater Ordinance, but could also be influenced by other state and federal agencies, such as the State Department of Ecology and the Corps of Engineers.

During this phase the environmental investigations will be provided to support the design and to begin the permitting process. This work includes environmental research, wetland delineation, hazardous materials investigations (by County), etc.

The 50% Design submittal provides the first complete layout of the design. The primary uses of the submittal are for project team review, creating the ROW plans for property acquisitions, confirming the location of environmental boundaries, determining preliminary environmental impacts, providing information to utility providers for conflict review, begins constructability review with the County Construction Section, and to communicate project assumptions and challenges (Design Report). Based on anticipated funding provided by the County, potential construction phasing for the County project will be developed.

- A. Geotechnical Investigation: The geotechnical engineering evaluation will explore the subsurface conditions along the proposed corridor to provide recommendations for pavement design, for wall designs, for stormwater designs and for construction of the project improvements (refer to Task 3 – Geotechnical Services).
- B. 50% Design submittal to include:
  - Refined vertical and horizontal layout of the alignment
  - Refined cut/fill catch points
  - Refined cross sections
  - Refined intersection layout
  - Preliminary pedestrian crossing design (refer to Task 6 by GTEng)
  - Storm drainage analysis and drainage system layout
  - Show delineated Wetland Locations
  - Show Natural Resource Buffer Locations (as necessary)
  - Preliminary Limits of Work, also known as Area of Potential Effect (i.e., limits of project impacts)
  - Preliminary stormwater systems and facilities location (if necessary)
  - Preliminary mitigation location (assumes mitigation banking)
  - Preliminary wall locations
  - Preliminary utility conflicts, relocations & upgrades
  - Typical sections
  - Preliminary erosion control plans
  - Possible impacts to adjacent parcels
  - Identify any real property challenges
  - Construction phasing plans (based on funding options provided by County).

#### **Deliverables:**

- Aerial Photo with project line work, catch points, & proposed R/W, (1"-50'), (approx. 3 shts)
- Existing Conditions Plans (approx. 6 shts)
- Erosion Control Plans (approx. 6 shts)
- Sidewalk and Storm Plans and Profiles (approx. 12 shts)
- Wall Plans and Profiles (approx. 3 shts)
- Private Property Impact Mitigation Plans (approx. 2 shts)
- Landscape - Streetscape / Storm Facilities Plans (approx. 6 shts)
- Construction Staging Plans (approx. 4 shts)
- Sidewalk Improvement Sections (approx. 2 shts)
- Detail and Notes Sheets (approx. 5 shts)
- Preliminary Cross Section Plots
- Construction Phasing (County Project Only) Plans (3 shts)

- Engineers Cost Estimate
- Updated Design Report
- Preliminary Stormwater Report (TIR)
- Utility Purveyor Contact Log
- Pedestrian Crossing, Traffic Control, Signing & Striping (refer to Task 6 by GTEng)
- Geotechnical Report & Recommendations (refer to Task 3 by CWE)

**Task 9 – Permit Plan Phase (approximately 70% Design Phase)**

The Permit Plan submittal must be completed to the level where Environmental Permitting can be complete and submit all "primary" permits for the project. These permits are typically related to protected species, wetlands, streams/waterways, and stormwater. This submittal is also used to further advance the ROW plans (by County) for final property acquisitions.

- Final vertical and horizontal layout of the alignment
- Final intersection layout (including curb return and curb ramp info.)
- Signing/stripping plans (refer to Task 6 by GTEng)
- Update wall locations
- Final Wetland Delineation Locations (as necessary)
- Final Buffer Locations (as necessary)
- Final Cultural/Archaeological Avoidance Area Locations (as necessary)
- Final drainage system layout
- Final stormwater facility design (as necessary)
- Determine and show potential construction staging areas
- Preliminary traffic control plans (refer to Task 6 by GTEng)
- Preliminary streetscape and landscape plans (limited to stormwater facilities and private property impacted by the sidewalk addition).
- Updated utility locations; conflicts identified
- Road modification requests (as required)
- Stormwater Technical Information Report (TIR)
- Roadway typical sections
- Detail sheets
- Erosion control plan sheets

**Deliverables:**

- Aerial Photo with project line work, catch points, proposed R/W, environmental / cultural impacts, at (1"-50'), (approx. 3 shts)
- Existing Conditions Plans (approx. 6 shts)
- Erosion Control Plans (approx. 6 shts)
- Sidewalk and Storm Plans and Profiles (approx. 12 shts)
- Wall Plans and Profiles (approx. 3 shts)
- Private Property Impact Mitigation Plans (approx. 2 shts)
- Landscape - Streetscape / Storm Facilities Plans (approx. 6 shts)
- Construction Staging Plans (approx. 4 shts)
- Sidewalk Improvement Sections (approx. 2 shts)
- Updated Design Report
- Geotechnical Investigation Report (refer to Task 3 by CWE)
- Pedestrian Crossing, Traffic Control, Signing & Striping (refer to Task 6 by GTEng)
- Impact Quantities for Permitting

**Task 10 – Preliminary (90%) Design and Plan Phase**

The 90% design will incorporate review comments from the 50% design, incorporate environmental requirements/plans, design elements related to property acquisitions or easements, and finalize all other design elements. Obtain WSDOT approval on design.



**Deliverables:**

- Existing Conditions Plans (approx. 6 shts)
- Erosion Control Plans (approx. 6 shts)
- Sidewalk and Storm Plans and Profiles (approx. 12 shts)
- Wall Plans and Profiles (approx. 3 shts)
- Private Property Impact Mitigation Plans (approx. 2 shts)
- Landscape - Streetscape / Storm Facilities Plans (approx. 6 shts)
- Construction Staging Plans (approx. 4 shts)
- Sidewalk Improvement Sections (approx. 2 shts)
- Detail and Notes Sheets (approx. 5 shts)
- Final Cross Sections
- Draft Construction Specifications; Special provisions; Bid Proposal
- Updated Engineers Cost Estimate
- Updated Design Report
- Final Stormwater Report (TIR)
- Updated Utility Purveyor Contact Log
- Pedestrian Crossing, Traffic Control, Signing & Striping (refer to Task 6 by GTEng)

**Task 11 – Final Plan, Specifications & Estimate (PS & E)**

The final PS & E submittal will include all documents needed for County construction bid advertisement and construction.

**Deliverables:**

**Signed Stamped Plans**

- Existing Conditions Plans (approx. 6 shts)
- Erosion Control Plans (approx. 6 shts)
- Sidewalk and Storm Plans and Profiles (approx. 12 shts)
- Wall Plans and Profiles (approx. 3 shts)
- Private Property Impact Mitigation Plans (approx. 2 shts)
- Landscape - Streetscape / Storm Facilities Plans (approx. 6 shts)
- Construction Staging Plans (approx. 4 shts)
- Sidewalk Improvement Sections (approx. 2 shts)
- Detail and Notes Sheets (approx. 5 shts)
- Pedestrian Crossing, Traffic Control, Signing & Striping (refer to Task 6 by GTEng)
- Final Construction Specifications; Special provisions; Bid Proposal
- Final Engineers Cost Estimate
- Final Design Report
- Approved Stormwater Report (TIR)
- Grade Sheets

**Task 12 - Bid Period Services**

- Answer design related questions relayed by the County from bidders
- Attend pre-bid meeting
- Prepare addendum (assume one) needed during the bid period

**Task 13 – Construction Support (assume 30 week construction period)**

- Attend weekly construction meetings
- Support construction inquires

**Services provided by the County**

- Surveying and Mapping
- Public Outreach and Involvement Services
- Right-of-Way Plan and Documentation Preparation
- Right-of-Way Acquisition Services
- Hazardous Materials Research and Investigations
- Environmental Permitting and Compliance - County staff submit documents and coordinate with appropriate agency staff (for example WSDOT and County Planning staff) regarding submittals. Documents will be prepared by Consultant and the Consultant Team.

**Documents/materials to be furnished by the County and City**

- Survey Mapping and Data Files
- Environmental and natural resources studies and mapping of area.
- Aerial photographs and GIS mapping for corridor base map backgrounds

**Compensation**

Based on the schedule and attached cost estimate, the Consultant and the County mutually agree that the total amount of the billings for The Work shall not exceed \$ 388,800. This amount includes a 2.5% annual escalation on estimated wages after year 2018. Billings shall be in the "earned value" format per task and shall be at WSDOT approved hourly rates. A breakdown of this fee is attached separately. All requests for payment are to be submitted to the County by the 10<sup>th</sup> of each month for the previous month's work. Consultant shall include period beginning and ending dates on monthly invoices.

**Anticipated Estimated Schedule**

The draft estimated schedule is based as outlined below. It is understood that the County and Project Team may refine the schedule after contract Notice to Proceed.

- |                                    |                             |
|------------------------------------|-----------------------------|
| ▪ Notice to Proceed:               | January 8, 2019             |
| ▪ Survey Complete:                 | January 8, 2019             |
| ▪ Kick-Off:                        | January 9, 2019             |
| ▪ Preliminary Design (30%):        | March 20, 2019              |
| ▪ 50% Design:                      | July, 2019                  |
| ▪ Property Acquisition:            | July, 2019 – February, 2020 |
| ▪ Permit Plans (75%):              | October, 2019               |
| ▪ Permit Submittal:                | November, 2019              |
| ▪ 90% Design:                      | January, 2020               |
| ▪ Final PS&E:                      | April, 2020                 |
| ▪ Obligate Funds for Construction: | January, 2021               |

## **Exhibit B** **DBE Participation/SBE Plan**

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### UDBE Plan for NE 68th Street Sidewalk

The WSDOT disadvantaged Business Enterprise (DBE) and Training Program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including goals (refer to the Local Agency Guidelines (LAG) manual, Chapter 26).

The total Harper Houf Peterson Righellis Inc. (HHPR) consultant fee for this project is \$504,300 of which \$58,408 is UDBE utilization. The UDBE amount is 11.6% of the total contract fee, well above the goal of 7%. See Exhibit D for consultant fee details.

HHPR and the consultant team are tasked with performing the engineering and design services necessary to complete the design of the project, such as: civil engineering, roadway design, stormwater design, landscaping design, select site amenities, retaining wall design (structural and non-structural), structural engineering, geotechnical engineering, transportation engineering (geometry, access, signing/stripping), including a pedestrian safety study.

Global Transportation Engineering (GTEng) has been selected as the UDBE sub-consultant for this contract. GTEng will analysis pedestrian safety and produce the Pedestrian Safety Study Report. GTEng shall prepare the Pedestrian Crossing Design which will include the construction plans, specifications and engineer estimate. GTEng is also tasked with the illumination analysis and design, signing and striping design, and temporary traffic control plans, providing construction plans, specifications and engineers estimate as deliverables.

Prime Consultant - HHPR – Total Fee: \$388,800.

UDBE Sub-Consultant – GTEng – Fee: \$ 50,795. (13.1% of the total fee)

Global Transportation Engineering 227 SW Pine Street  
Suite 320  
Portland, OR 97204  
Phone: 503-719-7997  
Email: [info@globaltranseng.com](mailto:info@globaltranseng.com)

# **Exhibit C**

## **Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

### I. Surveying, Roadway Design & Plans Preparation Section

#### A. Survey Data

Field collected topographical survey data reduced and provided by Clark County in AutoCAD Civil 3D 2018 format.

Right-of-Way plans provided by Clark County in AutoCAD 3D 2018 format.

All topographic survey data supplied by the consultant shall be in AutoCAD format.

#### B. Roadway Design Files

Harper Houf Peterson Righellis Inc. (HHPR, Inc) is responsible for all road design and engineering. HHPR to verify all roadway designs to meet Clark County road standards.

#### C. Computer Aided Drafting Files

All drawing files provided will be in AutoCAD 2018 or AutoCAD Civil 3D 2018 format.

**D. Specify the Agency's Right to Review Product with the Consultant**

The County may choose to review the product at any time in consultation with the Consultant, but standard review period (e.g. at 50% design) are established elsewhere in the scope.

**E. Specify the Electronic Deliverables to Be Provided to the Agency**

Preliminary Plans - PDF (half size plan sheets)

Final electronic design files - all AutoCAD drawing (.dwg) files, include Civil 3D files, in formats above and PDF (half size and full size plan sheets)

Grade sheets (Staking sheets) (Excel format)

**F. Specify What Agency Furnished Services and Information Is to Be Provided**

Topographical survey in the format above

## II. Any Other Electronic Files to Be Provided

Reports - PDF

Specifications - Microsoft Word

Estimates - PDF and Microsoft Excel

Exhibits (for open houses, etc.) TBD

GPS/GIS data - in formats matching survey data provided by Clark County

Electronic copy of Stormwater Technical Information Report

Electronic copy of Geotechnical Exploration Work Plan (in PDF format)

## III. Methods to Electronically Exchange Data

A. Agency Software Suite: Microsoft Office Professional Plus 2016

B. Electronic Messaging System: Email (MS Outlook in suite above)

C. File Transfer Format: An ftp site will be set up, as necessary, to transfer large files. In addition, files can be copied to a disc or thumb drive for deliver, if necessary.

**A. Agency Software Suite**

**Agency Software Suite: Microsoft Office Professional Plus 2016**

**B. Electronic Messaging System**

**Electronic Messaging System: Email (MS Outlook in suite above)**

**C. File Transfers Format**

**File Transfers Format: An ftp site will be set up, as necessary, to transfer large files. In addition, files can be copied to a disc for delivery, if necessary.**

## **Exhibit D**

# **Prime Consultant Cost Computations**

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See Attached Harper Houf Peterson Righellis Inc documents -

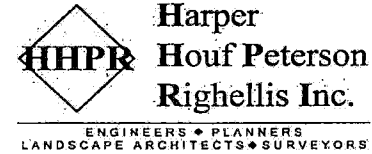
- 1) Fee Summary - HHPR w/ all sub-consultants (1sheet)
- 2) Fee Estimate (CLARK COUNTY) - HHPR w/ all sub-consultants (1sheet)
- 3) Fee Estimate (CITY OF VANCOUVER) - HHPR w/ all sub-consultants (1sheet)
- 4) Project Billing Rates - HHPR (1sheet)
- 5) WSDOT Prime Annual ANTE Rate Table and Letter - HHPR (2 sheets)
- 3) WSDOT Indirect Cost Rate (IRC) Acceptance Letter - HHPR (1 sheet)



# NE 68th Street Sidewalk - CRP #37211

## Fee Summary - November 10, 2018

\* Fee estimate assumes that both Clark County and the City of Vancouver portions of the services for the project will occur concurrently under one contract with Clark County.



| Totals by Task (Base Services)                      | COUNTY           | CITY             | TOTAL            |
|---|------------------|------------------|------------------|
| Project Management                                  | \$40,282         | \$9,417          | \$49,699         |
| Civil Engineering / Landscape                       | \$203,710        | \$42,054         | \$245,763        |
| Traffic and Transportation (GTEng)                  | \$50,795         | \$7,613          | \$58,408         |
| Environmental Permitting / Compliance               | \$26,075         | \$14,616         | \$40,691         |
| Cultural Permitting / Compliance (AINW)             | \$24,203         | \$7,926          | \$32,130         |
| Bidding and Construction                            | \$19,586         | \$4,277          | \$23,863         |
| Geotechnical Services (CWE)                         | \$17,560         | \$8,303          | \$25,863         |
| <b>Base Services Total Estimate</b>                 | <b>\$382,211</b> | <b>\$94,206</b>  | <b>\$476,417</b> |
| <b>Totals by Task (Contingency)</b>                 |                  |                  |                  |
| Environmental Permitting / Compliance *             | \$2,095          | \$18,425         | \$20,520         |
| Cultural Permitting / Compliance (AINW)             | \$3,681          | \$3,681          | \$7,363          |
| <b>Contingency Services Total Estimate</b>          | <b>\$5,777</b>   | <b>\$22,106</b>  | <b>\$27,883</b>  |
| <b>TOTAL ESTIMATE ALL SERVICES (w/ Contingency)</b> | <b>\$387,987</b> | <b>\$116,312</b> | <b>\$504,300</b> |
| UDBE Utilization % (GTEng)                          | 13.1%            | 6.5%             | 11.6%            |

| PRIME CONSULTANT - Harper Houf Peterson Righellis Inc. (HHPR)           | COUNTY           | CITY             | TOTAL            |
|---|------------------|------------------|------------------|
| HHPR Base Services  | \$289,653        | \$70,364         | \$360,016        |
| Total HHPR Contingency Services   | \$2,095          | \$18,425         | \$20,520         |
| <b>Total - HHPR Services</b>  | <b>\$291,748</b> | <b>\$88,788</b>  | <b>\$380,536</b> |
| <b>SUB-CONSULTANTS *</b>  |                  |                  |                  |
| * Refer to Sub-consultant Cost Computations for details                 |                  |                  |                  |
| Columbia West Engineering Base Services                                 | \$17,560         | \$8,303          | \$25,863         |
| Global Transportation Engineering Base Services                         | \$50,795         | \$7,613          | \$58,408         |
| Archaeological Investigations Northwest Inc. Base Services              | \$24,203         | \$7,926          | \$32,130         |
| <b>Total - Sub-Consultant Base Services</b>                             | <b>\$92,558</b>  | <b>\$23,842</b>  | <b>\$116,401</b> |
| Total-Archaeological Investigations Northwest Inc. Contingency Services | \$3,681          | \$3,681          | \$7,363          |
| <b>Total - Sub-Consultant Contingency Services</b>                      | <b>\$3,681</b>   | <b>\$3,681</b>   | <b>\$7,363</b>   |
| <b>TOTAL-All Consultants</b>  |                  |                  |                  |
| <b>Total - Base Services</b>  | <b>\$382,211</b> | <b>\$94,206</b>  | <b>\$476,417</b> |
| <b>Total - Contingency Services</b>                                     | <b>\$5,777</b>   | <b>\$22,106</b>  | <b>\$27,883</b>  |
| <b>TOTAL ESTIMATE ALL SERVICES (w/ Contingency)</b>                     | <b>\$387,987</b> | <b>\$116,312</b> | <b>\$504,300</b> |

Professional Services Fee Estimate - CLARK COUNTY

November 10, 2018

| Task and Description   | Harper Houf Peterson Righellis Inc.<br>(Project Management, Engineering, Permitting, Landscape) |                  |                |               |                  |                  |                     |                    |                   |               |               |               |               | Total Per       |
|--|---|------------------|----------------|---------------|------------------|------------------|---------------------|--------------------|-------------------|---------------|---------------|---------------|---------------|-----------------|
|  | Project Manager   | Project Engineer | Civil Designer | LA&D          | Struct. Engineer | Struct. Designer | Landscape Architect | Landscape Designer | Senior Specialist | Survey        | Dir.          | Rem.          | Task          |                 |
| <b>Task 1: Project Management and Coordination (Including Public Outreach Assistance)</b>  |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               |               | <b>\$40,282</b> |
| Project Management/Coordination (12 months @ approx. 1.0 hr/week)  | 38.0  | 20.0             |                |               |                  |                  |                     |                    |                   |               |               |               | \$10,371      |                 |
| Road Property Coordination   | 42.0  | 13.0             | 13.0           | 13.0          |                  |                  |                     |                    |                   |               |               |               | \$12,600      |                 |
| Monthly Project Coordination Meetings (assume up to 12)  | 20.0  | 20.0             |                |               |                  |                  |                     |                    |                   |               |               |               | \$8,911       |                 |
| Monthly Progress Reports and Billings (assume up to 12)  | 10.0  |                  |                |               |                  |                  |                     |                    |                   |               |               |               | \$2,085       |                 |
| Public Outreach Assistance (2 open houses, 20 hrs property owners mtgs, 1 board mtg)   | 8.0   | 26.0             | 13.0           | 13.0          |                  |                  |                     |                    |                   | 2.50          | 1.50          | \$160.00      | \$8,318       |                 |
| <b>Task 2: Project Research, Utility Coordination, Kick-Off, Schedule Work Plan</b>  |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               |               | <b>\$5,608</b>  |
| Project Research / Utility Coordination (including BPA) / Initial Utility Contact Log  | 3.0   | 20.0             | 20.0           |               |                  |                  |                     |                    |                   |               |               |               | \$40.00       |                 |
| Kick-Off Site Visit and Meeting  | 4.0   | 4.0              | 4.0            |               |                  |                  |                     |                    |                   |               |               |               | \$1,767       |                 |
| Project Schedule Work Plan   | 6.0   |                  |                |               |                  |                  |                     |                    |                   |               |               |               | \$1,153       |                 |
| <b>Task 3: Geotechnical Investigation (by Columbia West Engineering) - refer to estimate fee below</b>   |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               |               | <b>\$20,075</b> |
| <b>Task 4: Environmental Permitting / Compliance Services</b>  |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               |               | <b>\$20,075</b> |
| NEPA Compliance  |   |                  |                |               |                  |                  |                     |                    | 35.0              | 98.0          | 0.50          |               | \$5.00        |                 |
| Section 4(f) Compliance  |   |                  |                |               |                  |                  |                     |                    | 34.0              | 0.50          | 0.50          |               | \$5.00        |                 |
| SEPA Compliance  |   |                  |                | 3.0           |                  |                  |                     |                    | 24.0              | 68.0          | 0.50          |               | \$5.00        |                 |
| Critical Area Compliance   |   |                  |                |               |                  |                  |                     |                    | 3.0               | 24.0          | 0.50          |               | \$5.00        |                 |
| <b>Task 5: Contingency - Environmental Permitting / Compliance Services</b>  |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               |               | <b>\$2,095</b>  |
| Contingency: ESA Compliance (Note: The services required for ESA is unknown at this time and will be determined during the initial discovery phase of the project. The cost of ESA will either be borne by the County for impact to the Poor Farm Historic District OR the City for impacts to the wetland, OR shared if both are impacted. For estimating purposes, the estimate is divided equally between the City and County.) | 0.50  |                  |                |               |                  |                  |                     |                    | 4.0               | 21.0          | 0.25          |               | \$5.00        |                 |
| <b>Task 6: Cultural Resources Permitting/Compliance Services for Archaeological Investigations Northwest, Inc. - AINW - refer to estimate fee below</b>  |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               |               | <b>\$34,667</b> |
| <b>Task 7: Preliminary Design (30%) and Alternative Layout Analysis</b>  |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               |               | <b>\$34,667</b> |
| Horizontal and Vertical Alignment Analysis   | 1.00  | 22.0             | 34.0           | 22.0          |                  |                  |                     |                    |                   |               |               |               | \$4.00        |                 |
| Cross Section Analysis (including wall location concepts)  | 1.00  | 12.0             | 32.0           | 12.0          | 3.0              |                  |                     |                    |                   |               |               |               | \$4.00        |                 |
| Storm Drainage Concept Analysis  | 0.50  | 32.0             | 20.0           | 12.0          |                  |                  |                     |                    |                   |               |               |               | \$4.00        |                 |
| Utility System Review and Impact Analysis  | 0.50  | 2.0              | 10.0           | 6.0           |                  |                  |                     |                    |                   |               |               |               | \$4.00        |                 |
| Environmental & Cultural Resource Impact Analysis  | 0.50  | 1.5              | 2.0            | 2.0           |                  |                  |                     | 3.0                | 1.5               |               |               |               | \$4.00        |                 |
| Prepare Conceptual "order of magnitude" Cost Estimates for the Two Alternatives  | 1.00  | 7.0              | 2.0            | 6.0           |                  |                  |                     |                    |                   |               |               |               | \$4.00        |                 |
| Prepare Preliminary Design Report  | 0.50  | 24.0             | 12.0           | 2.0           |                  |                  |                     |                    |                   |               | 0.40          |               | \$4.00        |                 |
| Present Preliminary Design and Report to County  | 1.50  | 1.5              |                |               |                  |                  |                     |                    |                   |               |               |               | \$4.00        |                 |
| <b>Task 8: Preliminary (60%) Design and Plan Phase</b>   |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               |               | <b>\$87,283</b> |
| Aerial Photo with project line work, catch points, & proposed RW, 1"=50' (approx. 2 sheets)  | 0.50  | 3.0              | 12.0           | 20.0          |                  |                  |                     |                    |                   |               |               |               | \$5.00        |                 |
| Existing Conditions Plans (approx. 5 sheets)   | 0.50  | 1.5              | 1.5            | 7.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$10.00       |                 |
| Erosion Control Plans (approx. 5 sheets)   | 0.25  | 1.5              | 3.0            | 10.0          |                  |                  |                     |                    |                   | 0.40          |               |               | \$10.00       |                 |
| Sidewalk and Storm Plans and Profiles (approx. 10 sheets)  | 5.00  | 28.0             | 40.0           | 80.0          |                  |                  |                     |                    |                   | 0.40          |               |               | \$20.00       |                 |
| Wall Plans and Profiles (approx. 2 sheets)   | 1.50  | 12.0             | 40.0           | 36.0          | 12.0             |                  |                     |                    |                   | 0.40          |               |               | \$5.00        |                 |
| Private Property Impact Mitigation Plans (approx. 2 sheets)  | 0.50  | 3.0              | 13.0           | 20.0          |                  |                  |                     |                    |                   | 0.40          |               |               | \$3.00        |                 |
| Landscape - Streetscape / Storm Facilities Plans (approx. 5 sheets)  | 1.00  | 3.0              |                |               |                  |                  | 13.0                | 32.0               |                   | 0.40          |               |               | \$10.00       |                 |
| Construction Staging Plans (approx. 3 sheets)  | 1.50  | 3.0              | 7.0            | 7.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$7.00        |                 |
| Sidewalk Improvement Sections (approx. 2 sheets)   | 0.50  | 3.0              | 7.0            | 7.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$3.00        |                 |
| Detail and Notes Sheets (approx. 4 sheets)   | 0.25  | 3.0              | 7.0            | 13.0          |                  |                  |                     |                    |                   | 0.40          |               |               | \$8.00        |                 |
| Preliminary Cross Section Plots  | 0.25  | 1.5              | 3.0            | 1.5           |                  |                  |                     |                    |                   |               |               |               | \$7.15        |                 |
| Construction Phasing (County Project Only) Plans (3 sheets)  | 2.00  | 16.0             | 40.0           | 16.0          |                  |                  |                     |                    |                   |               |               |               | \$8,266       |                 |
| Engineers Cost Estimate  | 0.50  | 3.0              | 6.0            | 12.0          |                  |                  |                     |                    |                   |               |               |               | \$2,318       |                 |
| Updated Design Report  | 0.50  | 24.0             | 6.0            | 2.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$4,885       |                 |
| Preliminary Stormwater Report (TIR)  | 0.50  | 24.0             | 1.5            | 1.5           |                  |                  |                     |                    |                   | 0.40          |               |               | \$8,103       |                 |
| Update Utility Purveyor Contact Log  |   |                  |                | 1.0           |                  |                  |                     |                    |                   |               |               |               | \$96          |                 |
| Geotechnical Investigation Report (refer to Task 3 by CWE)   |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               | \$96          |                 |
| Pedestrian Crossing, Traffic Control, Signing & Striping (refer to Task 6 by GTEng)  |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               | \$96          |                 |
| <b>Task 9: Permit Plan Phase (approximately 70% Design Phase)</b>  |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               |               | <b>\$19,374</b> |
| Aerial Photo with project line work, catch points, proposed RW, environmental / cultural impacts, at 1"=50' (approx. 2 sheets)   | 0.50  | 1.5              | 7.0            | 10.0          |                  |                  |                     |                    |                   |               | 0.40          |               | \$5.00        |                 |
| Existing Conditions Plans (approx. 5 sheets)   | 0.25  | 0.5              | 0.5            | 0.5           |                  |                  |                     |                    |                   | 0.40          |               |               | \$10.00       |                 |
| Erosion Control Plans (approx. 5 sheets)   | 0.25  | 0.5              | 0.5            | 1.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$10.00       |                 |
| Sidewalk and Storm Plans and Profiles (approx. 10 sheets)  | 0.25  | 10.0             | 34.0           | 34.0          |                  |                  |                     |                    |                   | 0.40          |               |               | \$20.00       |                 |
| Wall Plans and Profiles (approx. 2 sheets)   | 0.25  | 1.5              | 7.0            | 14.0          | 2.0              |                  |                     |                    |                   | 0.40          |               |               | \$5.00        |                 |
| Private Property Impact Mitigation Plans (approx. 2 sheets)  | 0.25  | 1.5              | 3.0            | 3.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$3.00        |                 |
| Landscape - Streetscape / Storm Facilities Plans (approx. 5 sheets)  | 0.25  | 1.5              |                |               |                  |                  | 3.0                 | 13.0               |                   | 0.40          |               |               | \$10.00       |                 |
| Construction Staging Plans (approx. 3 sheets)  | 0.25  | 1.5              | 3.0            | 3.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$7.00        |                 |
| Sidewalk Improvement Sections (approx. 2 sheets)   | 0.25  | 1.5              | 3.0            | 3.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$3.00        |                 |
| Updated Design Report  | 0.25  | 7.0              | 3.0            | 3.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$8.00        |                 |
| Geotechnical Investigation Report (refer to Task 3 by CWE)   |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               | \$96          |                 |
| Pedestrian Crossing, Traffic Control, Signing & Striping (refer to Task 6 by GTEng)  |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               | \$96          |                 |
| <b>Task 10: Preliminary (90%) Design and Plan Phase</b>  |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               |               | <b>\$41,012</b> |
| Existing Conditions Plans (approx. 5 sheets)   | 0.40  | 0.5              | 0.5            | 0.5           |                  |                  |                     |                    |                   | 0.40          |               |               | \$10.00       |                 |
| Erosion Control Plans (approx. 5 sheets)   | 0.40  | 0.5              | 1.5            | 1.5           |                  |                  |                     |                    |                   | 0.40          |               |               | \$10.00       |                 |
| Sidewalk and Storm Plans and Profiles (approx. 10 sheets)  | 1.50  | 12.0             | 32.0           | 40.0          |                  |                  |                     |                    |                   | 0.40          |               |               | \$20.00       |                 |
| Wall Plans and Profiles (approx. 2 sheets)   | 1.00  | 3.0              | 16.0           | 20.0          | 3.0              |                  |                     |                    |                   | 0.40          |               |               | \$5.00        |                 |
| Private Property Impact Mitigation Plans (approx. 2 sheets)  | 0.50  | 1.5              | 6.0            | 12.0          |                  |                  |                     |                    |                   | 0.40          |               |               | \$3.00        |                 |
| Landscape - Streetscape / Storm Facilities Plans (approx. 5 sheets)  | 1.00  | 1.5              |                |               |                  |                  | 10.0                | 28.0               |                   | 0.40          |               |               | \$10.00       |                 |
| Construction Staging Plans (approx. 3 sheets)  | 0.75  | 3.0              | 6.0            | 6.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$7.00        |                 |
| Sidewalk Improvement Sections (approx. 2 sheets)   | 0.25  | 1.0              | 3.0            | 3.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$3.00        |                 |
| Detail and Notes Sheets (approx. 5 sheets)   | 0.25  | 1.5              | 13.0           | 13.0          |                  |                  |                     |                    |                   | 0.40          |               |               | \$8.00        |                 |
| Final Cross Sections   | 0.25  | 1.0              | 3.0            | 1.5           |                  |                  |                     |                    |                   |               |               |               | \$638         |                 |
| Draft Construction Specifications; Special Provisions; Bid Proposal  | 1.00  | 24.0             | 6.0            | 2.0           |                  |                  |                     |                    |                   |               |               |               | \$4,647       |                 |
| Updated Engineers Cost Estimate  | 0.75  | 6.0              | 6.0            | 12.0          |                  |                  |                     |                    |                   |               |               |               | \$2,826       |                 |
| Updated Design Report  | 0.75  | 12.0             | 7.0            | 1.5           |                  |                  |                     |                    |                   | 0.40          |               |               | \$2,840       |                 |
| Final Stormwater Report (TIR)  | 0.75  | 26.0             | 1.5            | 1.5           |                  |                  |                     |                    |                   | 0.40          |               |               | \$4,458       |                 |
| Update Utility Purveyor Contact Log  |   |                  |                | 1.5           |                  |                  |                     |                    |                   |               |               |               | \$144         |                 |
| Pedestrian Crossing, Traffic Control, Signing & Striping (refer to Task 6 by GTEng)  |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               | \$144         |                 |
| <b>Task 11: Final Plan, Specifications &amp; Estimate (95 &amp; E)</b>   |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               |               | <b>\$32,885</b> |
| Existing Conditions Plans (approx. 5 sheets)   | 0.25  | 0.5              | 0.5            | 0.5           |                  |                  |                     |                    |                   | 0.40          |               |               | \$10.00       |                 |
| Erosion Control Plans (approx. 5 sheets)   | 0.25  | 0.5              | 0.5            | 0.5           |                  |                  |                     |                    |                   | 0.40          |               |               | \$10.00       |                 |
| Sidewalk and Storm Plans and Profiles (approx. 10 sheets)  | 0.50  | 6.0              | 24.0           | 32.0          |                  |                  |                     |                    |                   | 0.40          |               |               | \$20.00       |                 |
| Wall Plans and Profiles (approx. 2 sheets)   | 1.00  | 1.5              | 6.0            | 10.0          | 3.0              |                  |                     |                    |                   | 0.40          |               |               | \$5.00        |                 |
| Private Property Impact Mitigation Plans (approx. 2 sheets)  | 0.75  | 1.5              | 13.0           | 13.0          |                  |                  |                     |                    |                   | 0.40          |               |               | \$3.00        |                 |
| Landscape - Streetscape / Storm Facilities Plans (approx. 5 sheets)  | 1.5   | 1.5              |                |               |                  |                  | 3.0                 | 13.0               |                   | 0.40          |               |               | \$10.00       |                 |
| Construction Staging Plans (approx. 3 sheets)  | 0.75  | 1.5              | 3.0            | 7.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$7.00        |                 |
| Sidewalk Improvement Sections (approx. 2 sheets)   | 0.25  | 1.0              | 3.0            | 3.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$3.00        |                 |
| Detail and Notes Sheets (approx. 5 sheets)   | 0.25  | 1.5              | 7.0            | 7.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$8.00        |                 |
| Final Construction Specifications; Special Provisions; Bid Proposal  | 1.50  | 20.0             | 3.0            | 3.0           |                  |                  |                     |                    |                   |               |               |               | \$3,940       |                 |
| Final Engineers Cost Estimate  | 0.75  | 6.0              | 6.0            | 12.0          |                  |                  |                     |                    |                   |               |               |               | \$2,826       |                 |
| Final Design Report  | 0.75  | 7.0              | 3.0            | 1.5           |                  |                  |                     |                    |                   | 0.40          |               |               | \$1,592       |                 |
| Approved Stormwater Report (TIR)   | 0.25  | 20.0             | 1.5            | 1.5           |                  |                  |                     |                    |                   | 0.40          |               |               | \$3,441       |                 |
| Grade Sheets   | 0.25  | 1.5              | 24.0           | 6.0           |                  |                  |                     |                    |                   |               |               |               | \$3,178       |                 |
| Pedestrian Crossing, Traffic Control, Signing & Striping (refer to Task 6 by GTEng)  |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               | \$3,178       |                 |
| <b>Task 12: Bid Period Services</b>  |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               |               | <b>\$5,481</b>  |
| Respond to Bidders Questions   | 1.00  | 6.0              | 6.0            |               |                  |                  |                     |                    |                   |               |               |               | \$2,169       |                 |
| Attend Pre-Bid Meeting   |   | 2.5              | 2.5            |               |                  |                  |                     |                    |                   |               |               |               | \$624         |                 |
| Prepare Addendum   | 0.75  | 7.0              | 7.0            | 7.0           |                  |                  |                     |                    |                   | 0.40          |               |               | \$2,848       |                 |
| <b>Task 13: Construction Support (assume 30 week construction period)</b>  |   |                  |                |               |                  |                  |                     |                    |                   |               |               |               |               | <b>\$14,125</b> |
| Attend Weekly Construction Meetings as requested (assume 15 meetings)  | 6.00  | 32.0             |                |               |                  |                  |                     |                    |                   |               |               |               | \$80.00       |                 |
| Support Construction Inquiries   | 6.00  | 32.0             | 12.0           | 6.0           |                  |                  |                     |                    |                   | 1.50          |               |               | \$80.00       |                 |
| <b>Total Hours - HHPR</b>  | <b>532.20</b>   | <b>413.36</b>    | <b>562.22</b>  | <b>539.62</b> | <b>579.40</b>    | <b>579.40</b>    | <b>579.40</b>       | <b>579.40</b>      | <b>579.40</b>     | <b>579.40</b> | <b>579.40</b> | <b>579.40</b> | <b>579.40</b> |                 |

NE 68th Street Sidewalk - CRP #37211

CLARK COUNTY Fee Summary - November 10, 2018

\* Fee estimate assumes that both Clark County and the City of Vancouver portions of the services for the project will occur concurrently under one contract with Clark County.

PRIME CONSULTANT - Harper Houf Peterson Righellis Inc. (HHPR)

|   |           |                                 |
|---|-----------|---------------------------------|
| Totals by Task (Base Services)          |           | \$289,853                       |
| Project Management                      | \$40,282  | HHPR Base Services              |
| Civil Engineering / Landscape           | \$203,710 | Total HHPR Contingency Services |
| Traffic and Transportation (GTEng)      | \$50,795  | Total - HHPR Services           |
| Environmental Permitting / Compliance   | \$26,075  |                                 |
| Cultural Permitting / Compliance (AINW) | \$24,203  |                                 |
| Bidding and Construction                | \$19,888  |                                 |
| Geotechnical Services (CWE)             | \$17,589  |                                 |
| Total Base Services                     | \$382,211 |                                 |

SUB-CONSULTANTS \*

\* Refer to Sub-consultant Cost Computations for details

|   |         |   |
|---|---------|---|
| Totals by Task (Contingency)            |         | \$3,681   |
| Environmental Permitting / Compliance   | \$2,095 | Total - Archaeological Investigations Northwest Inc. Contingency Services |
| Cultural Permitting / Compliance (AINW) | \$3,681 | Total - Sub-Consultant Contingency Services                               |
| Total Contingency Services              | \$6,777 |   |
| UDBE Utilization % (GTEng)              | 13.1%   |   |

TOTAL - All Consultants

|                                     |           |
|-------------------------------------|-----------|
| Total - Base Services               | \$382,211 |
| Total - Contingency Services        | \$6,777   |
| GRAND TOTAL ESTIMATE - All Services | \$388,988 |

Professional Services Fee Estimate - CITY OF VANCOUVER

November 10, 2018

| Task and Description   | Harper Houf Peterson Righellis Inc.<br>(Project Management, Engineering, Permitting, Landscape) |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | Total<br>Per |
|--|---|---------------------|-------------------|-------|---------------------|---------------------|------------------------|-----------------------|--------------------|----------|---------|--------|---------|--------------|
|  | Project<br>Manager  | Project<br>Engineer | Civil<br>Engineer | CAD   | Struct.<br>Engineer | Struct.<br>Designer | Landscape<br>Architect | Landscape<br>Designer | Senior<br>Surveyor | Surveyor | Clar.   | Permit | Task    |              |
| * Fee estimate assumes that both Clark County and the City of Vancouver portions of the services for the project will occur concurrently under one contract with Clark County.   |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         |              |
| <b>Task 1: Project Management and Coordination (including Public Outreach Assistance)</b>  |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$9,417      |
| Project Management/Coordination (12 months @ approx. 1.0 hr/week)  | 10.00   | 5.0                 |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$2,689      |
| Rent Properties Coordination   | 10.00   | 3.0                 | 3.0               | 3.0   |                     |                     |                        |                       |                    |          |         |        |         | \$2,967      |
| Monthly Project Coordination Meetings (assume up to 12)  | 4.00  | 4.0                 |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$1,382      |
| Monthly Progress Reports and Billings (assume up to 12)  | 2.00  |                     |                   |       |                     |                     |                        |                       |                    | 0.50     |         |        |         | \$417        |
| Public Outreach Assistance (2 open houses, 20 hrs property owners mtgs, 1 board mtg)   | 2.00  | 6.0                 | 3.0               | 3.0   |                     |                     |                        |                       |                    | 0.50     | \$40.00 |        |         | \$1,962      |
| <b>Task 2: Project Research / Utility Coordination (including BPA/Initial Utility Contact Log)</b>   |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$1,642      |
| Project Research / Utility Coordination (including BPA/Initial Utility Contact Log)  | 0.50  | 4.0                 | 4.0               |       |                     |                     |                        |                       |                    |          |         |        |         | \$1,104      |
| Kick-Off Site Visit and Meeting  | 1.00  | 1.0                 | 1.0               |       |                     |                     |                        |                       |                    |          |         |        |         | \$442        |
| Project Schedule Work Plan   | 0.50  |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$96         |
| <b>Task 3: Geotechnical Investigation (by Columbia West Engineering) - refer to estimate fee below</b>   |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$14,616     |
| <b>Task 4: Environmental Permitting / Compliance Services</b>  |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$18,425     |
| NEPA Compliance  |   |                     |                   |       |                     |                     |                        |                       | 7.0                | 26.0     | 0.25    | \$5.00 |         | \$2,735      |
| SEPA Compliance  |   |                     |                   | 1.0   |                     |                     |                        |                       | 5.0                | 13.0     | 0.25    | \$5.00 |         | \$1,671      |
| Wetland Delineation  |   |                     |                   | 12.0  |                     |                     |                        |                       | 10.0               | 84.0     | 0.25    | \$5.00 |         | \$8,341      |
| Critical Area Compliance   |   |                     |                   |       |                     |                     |                        |                       | 3.0                | 21.0     | 0.25    | \$5.00 |         | \$1,870      |
| <b>Task 4: Contingency - Environmental Permitting / Compliance Services</b>  |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$18,425     |
| Contingency: Joint Aquatic Resources Permit Application - JARPA  |   |                     |                   | 12.0  |                     |                     |                        |                       | 36.0               | 112.0    | 0.50    | \$5.00 |         | \$13,667     |
| Contingency: Clean Water Act - CWA   |   |                     |                   |       |                     |                     |                        |                       | 16.0               | 8.0      | 0.50    | \$5.00 |         | \$2,663      |
| Contingency: ESA Compliance (Note - The services required for ESA is unknown at this time and will be determined during the initial discovery phase of the project. The cost of ESA will either be borne by the County for impact to the Poor Farm Historic District OR the City for impacts to the wetland, OR shared if both are impacted. For estimating purposes, the estimate is divided equally between the City and County. | 0.50  |                     |                   |       |                     |                     |                        |                       | 4.0                | 21.0     | 0.25    | \$5.00 |         | \$2,095      |
| <b>Task 5: Cultural Resources Permitting/Compliance Services (by Archaeological Investigations Northwest Inc. - AINW) - refer to estimate fee below</b>  |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$8,403      |
| <b>Task 6: Pedestrian Safety Study and Traffic Control (by Global Transportation Engineering - GTEng) - refer to estimate fee below</b>  |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$8,403      |
| Preliminary Design (90%) and Alternative Layout Analysis   | 0.00  | 2.0                 | 6.0               | 2.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$1,082      |
| Horizontal and Vertical Alignment Analysis   | 0.00  | 2.0                 | 4.0               | 2.0   | 1.0                 |                     |                        |                       |                    |          |         |        | \$1.00  | \$1,000      |
| Cross Section Analysis (including wall location concepts)  | 0.25  | 8.0                 | 4.0               | 3.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$1,957      |
| Storm Drainage Concept Analysis  | 0.25  | 1.0                 | 2.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$494        |
| Utility System Review and Impact Analysis  | 0.25  | 0.5                 | 0.5               | 0.5   |                     |                     |                        |                       | 1.0                | 0.5      |         |        | \$1.00  | \$387        |
| Environmental & Cultural Resource Impact Analysis  | 0.25  | 1.0                 | 0.5               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$349        |
| Prepare Conceptual "order of magnitude" Cost Estimates for the Two Alternatives  | 0.25  | 4.0                 | 2.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$960        |
| Prepare Preliminary Design Report  | 0.50  | 0.5                 |                   |       |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$174        |
| Present Preliminary Design and Report to County  |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$12,530     |
| <b>Task 8: Preliminary (80%) Design and Plan Phase</b>   |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$869        |
| Aerial Photo with project line work, catch points, & proposed RW, 1"=50' (approx. 1 sh)  | 0.25  | 0.5                 | 1.0               | 2.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$869        |
| Existing Conditions Plans (approx. 1 sh)   | 0.25  | 0.5                 | 0.5               | 0.5   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$872        |
| Erosion Control Plans (approx. 1 sh)   | 0.25  | 0.5                 | 1.0               | 2.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$427        |
| Sidewalk and Storm Plans and Profiles (approx. 2 sh)   | 0.50  | 4.0                 | 8.0               | 12.0  |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$2,674      |
| Wall Plans and Profiles (approx. 1 sh)   | 0.50  | 2.0                 | 6.0               | 2.0   | 2.0                 |                     |                        |                       |                    |          |         |        | \$1.00  | \$1,405      |
| Private Property Impact Mitigation Plans (approx. 1 sh)  | 0.25  | 1.0                 | 3.0               | 4.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$862        |
| Landscape - Streetscape / Storm Facilities Plans (approx. 1 sh)  | 0.25  | 1.0                 | 1.0               | 1.0   |                     |                     | 3.0                    | 8.0                   |                    |          |         |        | \$1.00  | \$1,101      |
| Construction Staging Plans (approx. 1 sh)  | 0.25  | 1.0                 | 1.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$404        |
| Sidewalk Improvement Sections (approx. 1 sh)   | 0.25  | 1.0                 | 1.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$404        |
| Detail and Notes Sheets (approx. 1 sh)   | 0.25  | 1.0                 | 1.0               | 2.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$455        |
| Preliminary Cross Section Plans  | 0.25  | 1.0                 | 1.0               | 0.5   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$222        |
| Engineers Cost Estimate  | 0.25  | 1.0                 | 1.0               | 2.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$495        |
| Updated Design Report  | 0.25  | 6.0                 | 1.0               | 0.5   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$1,122      |
| Preliminary Stormwater Report (TR)   | 0.50  | 6.0                 | 0.5               | 0.5   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$1,122      |
| Update Utility Purveyor Contact Log  |   |                     |                   | 0.5   |                     |                     |                        |                       |                    |          |         |        |         | \$48         |
| Geotechnical Investigation Report (refer to Task 3 by CWE)   |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$4,656      |
| Pedestrian Crossing, Traffic Control, Signing & Striping (refer to Task 6 by GTEng)  |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$4,656      |
| <b>Task 9: Permit Plan Phase (approximately 70% Design Phase)</b>  |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$376        |
| Aerial Photo with project line work, catch points, proposed RW, environmental / cultural impacts, at 1"=50' (approx. 1 sh)   | 0.5   | 1.0                 | 2.0               |       |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$376        |
| Existing Conditions Plans (approx. 1 sh)   | 0.5   | 0.5                 | 0.5               | 0.5   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$183        |
| Erosion Control Plans (approx. 1 sh)   | 0.5   | 0.5                 | 1.0               |       |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$232        |
| Sidewalk and Storm Plans and Profiles (approx. 2 sh)   | 0.25  | 2.0                 | 6.0               | 6.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$1,535      |
| Wall Plans and Profiles (approx. 1 sh)   | 0.25  | 0.5                 | 1.0               | 2.0   | 1.0                 |                     |                        |                       |                    |          |         |        | \$1.00  | \$558        |
| Private Property Impact Mitigation Plans (approx. 1 sh)  | 0.25  | 1.0                 | 1.0               | 2.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$327        |
| Landscape - Streetscape / Storm Facilities Plans (approx. 1 sh)  | 0.25  | 0.5                 | 1.0               | 1.0   |                     |                     | 1.0                    | 3.0                   |                    |          |         |        | \$1.00  | \$455        |
| Construction Staging Plans (approx. 1 sh)  | 0.25  | 0.5                 | 1.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$327        |
| Sidewalk Improvement Sections (approx. 1 sh)   | 0.25  | 0.5                 | 1.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$279        |
| Updated Design Report  | 0.25  | 1.0                 | 1.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$405        |
| Geotechnical Investigation Report (refer to Task 3 by CWE)   |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$2,279      |
| Pedestrian Crossing, Traffic Control, Signing & Striping (refer to Task 6 by GTEng)  |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$2,279      |
| <b>Task 10: Preliminary (90%) Design and Plan Phase</b>  |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$202        |
| Existing Conditions Plans (approx. 1 sh)   | 0.10  | 0.5                 | 0.5               | 0.5   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$202        |
| Erosion Control Plans (approx. 1 sh)   | 0.10  | 0.5                 | 0.5               | 0.5   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$202        |
| Sidewalk and Storm Plans and Profiles (approx. 2 sh)   | 0.50  | 2.0                 | 6.0               | 8.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$1,780      |
| Wall Plans and Profiles (approx. 1 sh)   | 0.25  | 0.5                 | 1.0               | 2.0   | 1.0                 |                     |                        |                       |                    |          |         |        | \$1.00  | \$709        |
| Private Property Impact Mitigation Plans (approx. 1 sh)  | 0.25  | 0.5                 | 1.0               | 3.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$525        |
| Landscape - Streetscape / Storm Facilities Plans (approx. 1 sh)  | 0.50  | 0.5                 | 1.0               | 3.0   |                     |                     | 2.0                    | 6.0                   |                    |          |         |        | \$1.00  | \$833        |
| Construction Staging Plans (approx. 1 sh)  | 0.25  | 1.0                 | 1.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$404        |
| Sidewalk Improvement Sections (approx. 2 sh)   | 0.5   | 1.0                 | 1.0               |       |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$282        |
| Detail and Notes Sheets (approx. 1 sh)   | 0.5   | 3.0                 | 3.0               |       |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$670        |
| Final Cross Sections   | 0.5   | 1.0                 | 0.5               |       |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$222        |
| Draft Construction Specifications; Special Provisions; Bid Proposal  | 0.50  | 6.0                 | 1.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$1,211      |
| Updated Engineers Cost Estimate  | 0.25  | 1.0                 | 1.0               | 3.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$594        |
| Updated Design Report  | 0.25  | 2.0                 | 1.0               | 0.5   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$509        |
| Final Stormwater Report (TR)   | 0.25  | 6.0                 | 0.5               | 0.5   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$1,074      |
| Update Utility Purveyor Contact Log  |   |                     |                   | 0.5   |                     |                     |                        |                       |                    |          |         |        |         | \$48         |
| Pedestrian Crossing, Traffic Control, Signing & Striping (refer to Task 6 by GTEng)  |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$48         |
| <b>Task 11: Final Plan, Specifications &amp; Estimate (PS &amp; E)</b>   |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$7,558      |
| Existing Conditions Plans (approx. 1 sh)   | 0.10  | 0.5                 | 0.5               | 0.5   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$202        |
| Erosion Control Plans (approx. 1 sh)   | 0.10  | 0.5                 | 0.5               | 0.5   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$202        |
| Sidewalk and Storm Plans and Profiles (approx. 2 sh)   | 0.25  | 1.0                 | 4.0               | 6.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$1,189      |
| Wall Plans and Profiles (approx. 1 sh)   | 1.00  | 0.5                 | 1.0               | 1.0   | 1.0                 |                     |                        |                       |                    |          |         |        | \$1.00  | \$581        |
| Private Property Impact Mitigation Plans (approx. 1 sh)  | 0.25  | 0.5                 | 3.0               | 3.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$717        |
| Landscape - Streetscape / Storm Facilities Plans (approx. 1 sh)  | 0.50  | 0.5                 | 0.5               |       |                     |                     | 1.0                    | 3.0                   |                    |          |         |        | \$1.00  | \$455        |
| Construction Staging Plans (approx. 1 sh)  | 0.25  | 0.5                 | 1.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$327        |
| Sidewalk Improvement Sections (approx. 1 sh)   | 0.25  | 0.5                 | 1.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$279        |
| Detail and Notes Sheets (approx. 1 sh)   | 0.5   | 1.0                 | 1.0               |       |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$280        |
| Final Construction Specifications; Special Provisions; Bid Proposal  | 0.50  | 4.0                 | 1.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$904        |
| Final Engineers Cost Estimate  | 0.25  | 1.0                 | 1.0               | 3.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$594        |
| Final Design Report  | 1.0   | 1.0                 | 0.5               |       |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$307        |
| Approved Stormwater Report (TR)  | 4.0   | 0.5                 | 0.5               |       |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$719        |
| Grade Sheets   | 0.25  | 0.5                 | 6.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$801        |
| Pedestrian Crossing, Traffic Control, Signing & Striping (refer to Task 6 by GTEng)  |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$801        |
| <b>Task 12: Bid Period Services</b>  |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$634        |
| Respond to Bidders Questions   | 0.50  | 1.0                 | 1.0               |       |                     |                     |                        |                       |                    |          |         |        |         | \$348        |
| Attend Pre-Bid Meeting   |   | 0.5                 | 0.5               |       |                     |                     |                        |                       |                    |          |         |        |         | \$126        |
| Prepare Addendum   | 0.25  | 1.0                 | 1.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$1.00  | \$413        |
| <b>Task 13: Construction Support (assume 30 week construction period)</b>  |   |                     |                   |       |                     |                     |                        |                       |                    |          |         |        |         | \$3,394      |
| Attend Weekly Construction Meetings as requested (assume 15 meetings)  | 1.00  | 8.0                 |                   |       |                     |                     |                        |                       |                    |          |         |        | \$20.00 | \$1,439      |
| Support Construction Inquiries   | 1.00  | 8.0                 | 4.0               | 1.0   |                     |                     |                        |                       |                    |          |         |        | \$0.50  | \$1,955      |
| <b>Total Hours - HHPR</b>  | 48.4  | 132.0               | 120.0             | 142.0 | 8.0                 | 0.0                 | 7.0                    | 20.0                  | 82.0               | 285.5    | 8.2     |        |         | \$232        |

NE 68th Street Sidewalk - CRP #37211

CITY OF VANCOUVER Fee Summary - November 10, 2018

\* Fee estimate assumes that both Clark County and the City of Vancouver portions of the services for the project will occur concurrently under one contract with Clark County.

| PRIME CONSULTANT - Harper Houf Peterson Righellis Inc. (HHPR) |  |            |
|---|--|------------|
| HHPR Base Services  |  | \$70,364   |
| HHPR Contingency Services                                     |  | \$18,425   |
| Total - HHPR Services   |  | \$88,789   |
| <b>SUB-CONSULTANTS *</b>                                      |  |            |
| * Refer to Sub-consultant Cost Computations for details       |  |            |
| Columbia West Engineering Base Services                       |  | \$8,303    |
| Global Transportation Engineering Base Services               |  | \$7,613    |
| Archaeological Investigations Northwest Inc. Base Services    |  | \$7,926    |
| Total - Sub-Consultant Base Services                          |  | \$23,842   |
| Contingency Services  |  | \$3,681    |
| Total - Sub-Consultant Contingency Services                   |  | \$3,681    |
| <b>TOTAL - All Consultants</b>                                |  |            |
| Total - Base Services   |  | \$94,266</ |

**Consultant Fee Determination - Summary Sheet**  
**(Specific Rates of Pay)**  
**Fee Schedule**  
*NE 68th Street Sidewalk*

**Harper Houf Peterson Righellis Inc.**

September 24, 2018

| Discipline or Job Title         | AVG Hourly Rate<br>\$ | Overhead<br>@ % | Labor + Overhead<br>\$ | Profit<br>@ % | Profit<br>\$ | Billing Rate<br>Per Hour<br>\$ |
|---------------------------------|-----------------------|-----------------|------------------------|---------------|--------------|--------------------------------|
| Project Manager                 | \$66.47               | 159.14%         | \$172.26               | 30.00%        | \$19.94      | \$192.20                       |
| Project Engineer                | \$53.04               | 159.14%         | \$137.44               | 30.00%        | \$15.91      | \$153.35                       |
| Civil Engineer                  | \$42.80               | 159.14%         | \$110.92               | 30.00%        | \$12.84      | \$123.76                       |
| Civil Designer                  | \$33.28               | 159.14%         | \$86.24                | 30.00%        | \$9.98       | \$96.22                        |
| CAD Technician                  | \$34.13               | 159.14%         | \$88.45                | 30.00%        | \$10.24      | \$98.69                        |
| CAD Technician II               | \$14.00               | 159.14%         | \$36.28                | 30.00%        | \$4.20       | \$40.48                        |
| Senior Bridge Engineer          | \$68.85               | 159.14%         | \$178.42               | 30.00%        | \$20.66      | \$199.08                       |
| Structural Manager              | \$52.81               | 159.14%         | \$136.85               | 30.00%        | \$15.84      | \$152.69                       |
| Structural Engineer             | \$38.02               | 159.14%         | \$98.53                | 30.00%        | \$11.41      | \$109.93                       |
| Structural Designer             | \$27.46               | 159.14%         | \$71.16                | 30.00%        | \$8.24       | \$79.40                        |
| BIM Specialist                  | \$39.45               | 159.14%         | \$102.24               | 30.00%        | \$11.84      | \$114.07                       |
| Senior Scientist                | \$44.72               | 159.14%         | \$115.89               | 30.00%        | \$13.42      | \$129.31                       |
| Scientist                       | \$24.05               | 159.14%         | \$62.33                | 30.00%        | \$7.22       | \$69.55                        |
| Construction Manager            | \$48.61               | 159.14%         | \$125.97               | 30.00%        | \$14.58      | \$140.55                       |
| Landscape Architect             | \$33.48               | 159.14%         | \$86.76                | 30.00%        | \$10.04      | \$96.81                        |
| Landscape Designer              | \$25.96               | 159.14%         | \$67.27                | 30.00%        | \$7.79       | \$75.06                        |
| Senior Planner                  | \$46.22               | 159.14%         | \$119.77               | 30.00%        | \$13.87      | \$133.64                       |
| Planner                         | \$38.46               | 159.14%         | \$99.67                | 30.00%        | \$11.54      | \$111.21                       |
| Assistant Planner               | \$23.08               | 159.14%         | \$59.80                | 30.00%        | \$6.92       | \$66.72                        |
| Inspector                       | \$35.93               | 159.14%         | \$93.11                | 30.00%        | \$10.78      | \$103.89                       |
| Survey Manager                  | \$54.58               | 159.14%         | \$141.44               | 30.00%        | \$16.37      | \$157.81                       |
| Project Surveyor                | \$42.99               | 159.14%         | \$111.41               | 30.00%        | \$12.90      | \$124.31                       |
| Survey Technician               | \$30.90               | 159.14%         | \$80.08                | 30.00%        | \$9.27       | \$89.36                        |
| Survey Crew (Crew Chief)        | \$28.07               | 159.14%         | \$72.74                | 30.00%        | \$8.42       | \$81.16                        |
| Survey Crew (Instrument Person) | \$24.70               | 159.14%         | \$64.02                | 30.00%        | \$7.41       | \$71.43                        |
| Clerical                        | \$22.53               | 159.14%         | \$58.38                | 30.00%        | \$6.76       | \$65.14                        |



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

August 29, 2018

Harper Houf Peterson Righellis, Inc.  
205 SE Spokane Street, Suite 200  
Portland, OR 97202

Subject: Acceptance Prime Annual ANTE Rate Table

Dear Mr. Ken Baldwin:

Washington State Department of Transportation (WSDOT) has reviewed and accepted your proposed Annual ANTE rate table for Agreement Number Y-11581 effective July 1, 2018. This acceptance is in accordance with the terms of your agreement with WSDOT.

This Annual ANTE rate table may be subject to additional review if considered necessary by WSDOT.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:rck

Enclosure: Prime Accepted Annual ANTE Rate Table

Cc:

Actuals Not To Exceed Table (ANTE)

Y-11581

Harper Houf Peterson Righellis Inc.

205 SE Spokane St, Suite 200

Portland, Oregon 97202

| Job Classifications             | Direct<br>Labor Rate<br>NTE* | Overhead<br>NTE* | Fixed Fee<br>NTE | All Inclusive<br>Hourly Billing<br>Rate NTE |
|---------------------------------|------------------------------|------------------|------------------|---|
|                                 |                              | 159.14%          | 30.00%           |   |
| Senior Principal                | \$97.39                      | \$154.99         | \$29.22          | \$281.59                                    |
| Senior Bridge Engineer          | \$68.86                      | \$109.58         | \$20.66          | \$199.10                                    |
| Project Manager                 | \$94.16                      | \$149.85         | \$28.25          | \$272.25                                    |
| Structural Manager              | \$52.81                      | \$84.04          | \$15.84          | \$152.69                                    |
| Project Engineer                | \$59.23                      | \$94.26          | \$17.77          | \$171.26                                    |
| Construction Manager            | \$48.58                      | \$77.31          | \$14.57          | \$140.46                                    |
| Senior Scientist                | \$44.73                      | \$71.18          | \$13.42          | \$129.33                                    |
| Civil Engineer                  | \$48.62                      | \$77.37          | \$14.59          | \$140.58                                    |
| Structural Engineer             | \$38.02                      | \$60.51          | \$11.41          | \$109.93                                    |
| Senior Planner                  | \$46.22                      | \$73.55          | \$13.87          | \$133.64                                    |
| Landscape Architect             | \$33.49                      | \$53.30          | \$10.05          | \$96.83                                     |
| Planner                         | \$38.47                      | \$61.22          | \$11.54          | \$111.23                                    |
| Quality Control Engineer        | \$59.23                      | \$94.26          | \$17.77          | \$171.26                                    |
| Senior Civil Designer           | \$47.83                      | \$76.12          | \$14.35          | \$138.30                                    |
| Civil Designer                  | \$35.09                      | \$55.84          | \$10.53          | \$101.46                                    |
| Structural Designer             | \$27.46                      | \$43.70          | \$8.24           | \$79.40                                     |
| Inspector                       | \$36.08                      | \$57.42          | \$10.82          | \$104.32                                    |
| BIM Specialist                  | \$39.46                      | \$62.80          | \$11.84          | \$114.09                                    |
| Landscape Designer              | \$25.96                      | \$41.31          | \$7.79           | \$75.06                                     |
| Scientist                       | \$27.00                      | \$42.97          | \$8.10           | \$78.07                                     |
| Assistant Planner               | \$23.08                      | \$36.73          | \$6.92           | \$66.73                                     |
| CADD Technician                 | \$39.46                      | \$62.80          | \$11.84          | \$114.09                                    |
| CADD Technician II              | \$16.50                      | \$26.26          | \$4.95           | \$47.71                                     |
| Survey Manager                  | \$54.58                      | \$86.86          | \$16.37          | \$157.81                                    |
| Project Surveyor                | \$48.39                      | \$77.01          | \$14.52          | \$139.91                                    |
| Survey Technician               | \$35.10                      | \$55.86          | \$10.53          | \$101.49                                    |
| Survey Crew (Crew Chief)        | \$28.08                      | \$44.69          | \$8.42           | \$81.19                                     |
| Survey Crew (Instrument Person) | \$26.41                      | \$42.03          | \$7.92           | \$76.36                                     |
| Senior Clerical                 | \$57.38                      | \$91.31          | \$17.21          | \$165.91                                    |
| Graphics Artist                 | \$36.06                      | \$57.39          | \$10.82          | \$104.26                                    |
| Clerical                        | \$25.61                      | \$40.76          | \$7.68           | \$74.05                                     |
|                                 |                              |                  |                  |   |



**Washington State  
Department of Transportation**

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[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 9, 2018

Harper Houf Peterson Righellis, Inc.  
205 SE Spokane Street, Suite 200  
Portland, OR 97202

Subject: Acceptance FYE 2017 ICR – Audit Office Review

Dear Mr. Ken Baldwin:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2017 Indirect Cost Rate (ICR) of 159.14%. (rate includes 0.50% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:rck

## **Exhibit E**

### **Sub-consultant Cost Computations**

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See Attached documents

Columbia West Engineering Inc. (Geotechnical Investigation Services)

- 1) Fee Estimate (CLARK COUNTY) (1sheet)
- 2) Fee Estimate (CITY OF VANCOUVER) (1sheet)
- 3) Project Billing Rates (1sheet)
- 4) WSDOT Indirect Cost Rate (IRC) Acceptance Letter (1 sheet)

Global Transportation Engineering (Traffic and CAD Services)

- 1) Fee Estimate (CLARK COUNTY) (1sheet)
- 2) Fee Estimate (CITY OF VANCOUVER) (1sheet)
- 3) Project Billing Rates (1sheet)
- 4) WSDOT Indirect Cost Rate (IRC) Acceptance Letter (2 sheet)

Archaeological Investigations Northwest Inc. (Cultural Services)

- 1) Fee Estimate (CLARK COUNTY) (1sheet)
- 2) Fee Estimate (CITY OF VANCOUVER) (1sheet)
- 3) Project Billing Rates (1sheet)
- 4) WSDOT Indirect Cost Rate (IRC) Acceptance Letter (1 sheet)



| Fee Estimation   |  | Geotechnical • Environmental • Special Inspections |                |                       |                        |                         |                        | Columbia West<br>Engineering, Inc. |  |
|--|--|--|----------------|-----------------------|------------------------|-------------------------|------------------------|------------------------------------|--|
| Project Name:<br>NE 68th Street Sidewalk<br>Vancouver, WA (County) |  | Principal Engineer                                 | Staff Engineer | Project Manager (Lab) | Engineering Technician | Administrative Services | Subcontracted Services | TOTALS                             |  |
| Staff Role/Title:  |  | Lance Lehto  | Haden Gluck    | Jared Comastro        | Mike Kling             | Kristen Busold          |                        |                                    |  |
| Staff Name:  |  | Jason Ordway                                       |                |                       |                        |                         |                        |                                    |  |
| Hourly Rate:   |  | \$262.98   | \$96.40        | \$123.38              | \$66.84                | \$58.81                 |                        |                                    |  |
| Task ID  | Task Description   | Hrs  | Hrs            | Hrs                   | Hrs                    | Hrs                     | sub services           | TOTALS                             |  |
| 1  | Geotechnical Field Investigation   |  |                |                       |                        |                         |                        |                                    |  |
| 1.1  | Geologic research, literature review, map review, site soil research, data collection.             | 0  | 3              | 0                     | 0                      | 0                       |                        |                                    |  |
| 1.2  | Field Site Recon, site walk, pictures, visual assessment, mark proposed boring locations.          | 0  | 0              | 0                     | 3                      | 0                       |                        |                                    |  |
| 1.3  | Confirm Utility Locate Markings for proposed boring locations.                                     | 0  | 0              | 0                     | 1                      | 0                       |                        |                                    |  |
| 1.4  | Soil boring logging, sample collection, field testing, data collection.                            | 0  | 9              | 0                     | 16                     | 0                       |                        |                                    |  |
| Total Task 1 Hours:  |  | 0  | 12             | 0                     | 20                     | 0                       | 0                      | 32                                 |  |
| Total Task 1 Cost:   |  | \$0.00   | \$1,156.80     | \$0.00                | \$1,336.80             | \$0.00                  | \$0.00                 | \$2,493.60                         |  |
| 2  | Right of Way Permit Acquisition  |  |                |                       |                        |                         |                        |                                    |  |
| 2.1  | Submit documentation and application for City of Vancouver ROW permit.                             | 0  | 0              | 0                     | 0                      | 0                       |                        |                                    |  |
| 2.2  | Submit documentation and application for Clark County ROW permit.                                  | 0  | 0              | 0                     | 1                      | 2                       |                        |                                    |  |
| Total Task 2 Hours:  |  | 0  | 0              | 0                     | 1                      | 2                       | 0                      | 3                                  |  |
| Total Task 2 Cost:   |  | \$0.00   | \$0.00         | \$0.00                | \$66.84                | \$117.62                | \$0.00                 | \$184.46                           |  |
| 3  | Subcontractor Drilling Services  |  |                |                       |                        |                         |                        |                                    |  |
| 3.1  | SUBCONTRACTED - Sell boring drilling services.   | 0  | 0              | 0                     | 0                      | 0                       | \$4,950                |                                    |  |
| Total Task 3 Hours:  |  | 0  | 0              | 0                     | 0                      | 0                       |                        |                                    |  |
| Total Task 3 Cost:   |  | \$0.00   | \$0.00         | \$0.00                | \$0.00                 | \$0.00                  | \$4,950.00             | \$4,950.00                         |  |
| 4  | Subcontractor Traffic Control Services   |  |                |                       |                        |                         |                        |                                    |  |
| 4.1  | SUBCONTRACTED - Traffic Control Plan   | 0  | 0              | 0                     | 0                      | 0                       | \$468                  |                                    |  |
| 4.2  | SUBCONTRACTED - Traffic control personnel and equipment fees for three days of investigation work. | 0  | 0              | 0                     | 0                      | 0                       | \$2,070.34             |                                    |  |
| Total Task 4 Hours:  |  | 0  | 0              | 0                     | 0                      | 0                       |                        |                                    |  |
| Total Task 4 Cost:   |  | \$0.00   | \$0.00         | \$0.00                | \$0.00                 | \$0.00                  | \$2,537.84             | \$2,537.84                         |  |
| 5  | Engineering Calculations and Design Recommendations  |  |                |                       |                        |                         |                        |                                    |  |
| 5.1  | Lateral Earth Pressures and retaining wall calculations.   | 1  | 0.5            | 0                     | 6                      | 0                       |                        |                                    |  |
| 5.2  | Site grading, subgrade preparation and fill placement recommendations.                             | 0.5  | 3              | 0                     | 0                      | 0                       |                        |                                    |  |
| 5.3  | Laboratory analysis results review and interpretation.   | 0.5  | 5              | 0                     | 0                      | 0                       |                        |                                    |  |
| 5.4  | Geotechnical analysis, bearing capacity, seismic, design recommendations.                          | 1  | 0.5            | 0                     | 8                      | 0                       |                        |                                    |  |
| Total Task 5 Hours:  |  | 3  | 9.0            | 0                     | 14                     | 0                       |                        | 26                                 |  |
| Total Task 5 Cost:   |  | \$788.94   | \$867.60       | \$0.00                | \$935.76               | \$0.00                  | \$0.00                 | \$2,592.30                         |  |
| 6  | Infiltration Testing   |  |                |                       |                        |                         |                        |                                    |  |
| 6.1  | Conduct infiltration tests within explorations.  | 0  | 0              | 0                     | 4                      | 0                       |                        |                                    |  |
| 6.2  | Infiltration results report preparation.   | 0.5  | 3              | 0                     | 0                      | 0                       |                        |                                    |  |
| Total Task 6 Hours:  |  | 0.5  | 3              | 0                     | 4                      | 0                       |                        | 8                                  |  |
| Total Task 6 Cost:   |  | \$131.49   | \$289.20       | \$0.00                | \$267.36               | \$0.00                  | \$0.00                 | \$688.05                           |  |
| 7  | Laboratory Analysis  |  |                |                       |                        |                         |                        |                                    |  |
| 7.1  | Laboratory testing, data entry, report preparation.  | 0  | 0              | 1                     | 0                      | 0                       |                        |                                    |  |
| 7.2  | Sieve Analysis. (4)  | 0  | 0              | 0                     | 0                      | 0                       | \$380                  |                                    |  |
| 7.3  | Atterberg Limits. (4)  | 0  | 0              | 0                     | 0                      | 0                       | \$420                  |                                    |  |
| 7.4  | Soil Classification. (4)   | 0  | 0              | 0                     | 0                      | 0                       | \$100                  |                                    |  |
| Total Task 7 Hours:  |  | 0  | 0              | 1                     | 0                      | 0                       |                        | 1                                  |  |
| Total Task 7 Cost:   |  | \$0.00   | \$0.00         | \$123.38              | \$0.00                 | \$0.00                  | \$900.00               | \$1,023.38                         |  |
| 8  | Geotechnical Report Preparation  |  |                |                       |                        |                         |                        |                                    |  |
| 8.1  | Report Preparation.  | 2  | 9              | 0                     | 9                      | 0                       |                        |                                    |  |
| 8.2  | Drafting of figures, exploration logs, photo logs, etc.  | 0.5  | 6              | 0                     | 4                      | 0                       |                        |                                    |  |
| 8.3  | Administrative   | 0  | 0              | 0                     | 0                      | 2                       |                        |                                    |  |
| Total Task 8 Hours:  |  | 2.5  | 15             | 0                     | 13                     | 2                       |                        | 33                                 |  |
| Total Task 8 Cost:   |  | \$657.45   | \$1,448.00     | \$0.00                | \$868.92               | \$117.62                | \$0.00                 | \$3,089.99                         |  |
| Total Summary of Hours:  |  | 6  | 39             | 1                     | 47                     | 2                       | 0                      | 95                                 |  |
| Total Summary of Cost:   |  | \$1,577.88   | \$3,493.60     | \$123.38              | \$2,372.56             | \$117.62                | \$5,950.00             | \$13,535.04                        |  |

| Fee Estimation   |  | Geotechnical • Environmental • Special Inspections |                |                       |                        |                         |                        | Columbia West<br>Engineering, Inc. |  |
|--|--|--|----------------|-----------------------|------------------------|-------------------------|------------------------|------------------------------------|--|
| Project Name:<br>NE 68th Street Sidewalk<br>Vancouver, WA (City) |  | Principal Engineer                                 | Staff Engineer | Project Manager (Lab) | Engineering Technician | Administrative Services | Subcontracted Services | TOTALS                             |  |
| Staff Role/Title:  |  | Lance Lehto<br>Jason Ordway                        | Haden Glück    | Jared Comastro        | Mike Kling             | Kristen Busold          |                        |                                    |  |
| Staff Name:  |  | \$262.96   | \$96.40        | \$123.38              | \$66.84                | \$58.81                 |                        |                                    |  |
| Hourly Rate:   |  |  |                |                       |                        |                         |                        |                                    |  |
| Task ID  | Task Description   | Hrs  | Hrs            | Hrs                   | Hrs                    | Hrs                     | sub services           | TOTALS                             |  |
| 1  | Geotechnical Field Investigation   |  |                |                       |                        |                         |                        |                                    |  |
| 1.1  | Geologic research, literature review, map review, site soil research, data collection.             | 0  | 1              | 0                     | 0                      | 0                       |                        |                                    |  |
| 1.2  | Field Site Recon, site walk, pictures, visual assessment, mark proposed boring locations.          | 0  | 0              | 0                     | 1                      | 0                       |                        |                                    |  |
| 1.3  | Confirm Utility Locate Markings for proposed boring locations.                                     | 0  | 0              | 0                     | 1                      | 0                       |                        |                                    |  |
| 1.4  | Soil boring logging, sample collection, field testing, data collection.                            | 0  | 3              | 0                     | 8                      | 0                       |                        |                                    |  |
| Total Task 1 Hours:  |  | 0  | 4              | 0                     | 10                     | 0                       | 0                      | 14                                 |  |
| Total Task 1 Cost:   |  | \$0.00   | \$385.60       | \$0.00                | \$668.40               | \$0.00                  | \$0.00                 | \$1,054.00                         |  |
| 2  | Right of Way Permit Acquisition  |  |                |                       |                        |                         |                        |                                    |  |
| 2.1  | Submit documentation and application for City of Vancouver ROW permit.                             | 0  | 0              | 0                     | 1                      | 2                       |                        |                                    |  |
| 2.2  | Submit documentation and application for Clark County ROW permit.                                  | 0  | 0              | 0                     | 0                      | 0                       |                        |                                    |  |
| Total Task 2 Hours:  |  | 0  | 0              | 0                     | 1                      | 2                       | 0                      | 3                                  |  |
| Total Task 2 Cost:   |  | \$0.00   | \$0.00         | \$0.00                | \$66.84                | \$117.62                | \$0.00                 | \$184.46                           |  |
| 3  | Subcontractor Drilling Services  |  |                |                       |                        |                         |                        |                                    |  |
| 3.1  | SUBCONTRACTED - Soil boring drilling services.   | 0  | 0              | 0                     | 0                      | 0                       | \$1,650                |                                    |  |
| Total Task 3 Hours:  |  | 0  | 0              | 0                     | 0                      | 0                       |                        |                                    |  |
| Total Task 3 Cost:   |  | \$0.00   | \$0.00         | \$0.00                | \$0.00                 | \$0.00                  | \$1,650.00             | \$1,650.00                         |  |
| 4  | Subcontractor Traffic Control Services   |  |                |                       |                        |                         |                        |                                    |  |
| 4.1  | SUBCONTRACTED - Traffic Control Plan   | 0  | 0              | 0                     | 0                      | 0                       | \$468                  |                                    |  |
| 4.2  | SUBCONTRACTED - Traffic control personnel and equipment fees for three days of investigation work. | 0  | 0              | 0                     | 0                      | 0                       | \$690.11               |                                    |  |
| Total Task 4 Hours:  |  | 0  | 0              | 0                     | 0                      | 0                       |                        |                                    |  |
| Total Task 4 Cost:   |  | \$0.00   | \$0.00         | \$0.00                | \$0.00                 | \$0.00                  | \$1,158.11             | \$1,158.11                         |  |
| 5  | Engineering Calculations and Design Recommendations  |  |                |                       |                        |                         |                        |                                    |  |
| 5.1  | Lateral Earth Pressures and retaining wall calculations.   | 1  | 0.5            | 0                     | 2                      | 0                       |                        |                                    |  |
| 5.2  | Site grading, subgrade preparation and fill placement recommendations.                             | 0.5  | 3              | 0                     | 0                      | 0                       |                        |                                    |  |
| 5.3  | Laboratory analysis results review and interpretation.   | 0.5  | 1              | 0                     | 0                      | 0                       |                        |                                    |  |
| 5.4  | Geotechnical analysis, bearing capacity, seismic, design recommendations.                          | 1  | 0.5            | 0                     | 2                      | 0                       |                        |                                    |  |
| Total Task 5 Hours:  |  | 3  | 5.0            | 0                     | 4                      | 0                       |                        | 12                                 |  |
| Total Task 5 Cost:   |  | \$788.94   | \$482.00       | \$0.00                | \$267.36               | \$0.00                  | \$0.00                 | \$1,538.30                         |  |
| 6  | Infiltration Testing   |  |                |                       |                        |                         |                        |                                    |  |
| 6.1  | Conduct infiltration tests within explorations.  | 0  | 0              | 0                     | 2                      | 0                       |                        |                                    |  |
| 6.2  | Infiltration results report preparation.   | 0.5  | 3              | 0                     | 0                      | 0                       |                        |                                    |  |
| Total Task 6 Hours:  |  | 0.5  | 3              | 0                     | 2                      | 0                       |                        | 6                                  |  |
| Total Task 6 Cost:   |  | \$131.49   | \$289.20       | \$0.00                | \$133.68               | \$0.00                  | \$0.00                 | \$554.37                           |  |
| 7  | Laboratory Analysis  |  |                |                       |                        |                         |                        |                                    |  |
| 7.1  | Laboratory testing, data entry, report preparation.  | 0  | 0              | 1                     | 0                      | 0                       |                        |                                    |  |
| 7.2  | Sieve Analysis. (2)  | 0  | 0              | 0                     | 0                      | 0                       | \$190                  |                                    |  |
| 7.3  | Atterberg Limits. (2)  | 0  | 0              | 0                     | 0                      | 0                       | \$210                  |                                    |  |
| 7.4  | Soil Classification. (2)   | 0  | 0              | 0                     | 0                      | 0                       | \$50                   |                                    |  |
| Total Task 7 Hours:  |  | 0  | 0              | 1                     | 0                      | 0                       |                        | 1                                  |  |
| Total Task 7 Cost:   |  | \$0.00   | \$0.00         | \$123.38              | \$0.00                 | \$0.00                  | \$450.00               | \$573.38                           |  |
| 8  | Geotechnical Report Preparation  |  |                |                       |                        |                         |                        |                                    |  |
| 8.1  | Report Preparation.  | 2  | 3              | 0                     | 3                      | 0                       |                        |                                    |  |
| 8.2  | Drafting of figures, exploration logs, photo logs, etc.  | 0.5  | 2              | 0                     | 2                      | 0                       |                        |                                    |  |
| 8.3  | Administrative   | 0  | 0              | 0                     | 0                      | 2                       |                        |                                    |  |
| Total Task 8 Hours:  |  | 2.5  | 5              | 0                     | 5                      | 2                       |                        | 15                                 |  |
| Total Task 8 Cost:   |  | \$657.45   | \$482.00       | \$0.00                | \$334.20               | \$117.62                | \$0.00                 | \$1,581.27                         |  |
| Total Summary of Hours:  |  | 5.5  | 12             | 0                     | 15                     | 2                       |                        | 34.5                               |  |
| Total Summary of Costs:  |  | \$1,577.44   | \$1,359.80     | \$123.38              | \$1,072.68             | \$117.62                | \$1,650.00             | \$5,703.92                         |  |

**Consultant Fee Determination - Summary Sheet  
(Specific Rates of Pay)  
Fee Schedule**

**PROJECT: NE 68th Street Sidewalk**  
**Consultant: Columbia West Engineering, Inc.**

September 6, 2018

| Discipline or Job Title        | Hourly Rate | Overhead<br>@ % | Labor +<br>Overhead | Profit<br>@ % | Billing |                  |
|--------------------------------|-------------|-----------------|---------------------|---------------|---------|------------------|
|                                |             |                 |                     |               |         | Rate Per<br>Hour |
| Principal Engineer             | \$98.37     | 137.34%         | \$233.47            | 30.00%        | 29.51   | \$262.98         |
| Project Engineer               | \$57.69     | 137.34%         | \$136.92            | 30.00%        | 17.31   | \$154.23         |
| Project Manager                | \$39.42     | 137.34%         | \$93.56             | 30.00%        | 11.83   | \$105.39         |
| Project Geologist              | \$43.50     | 137.34%         | \$103.24            | 30.00%        | 13.05   | \$116.29         |
| Staff Geologist                | \$32.69     | 137.34%         | \$77.59             | 30.00%        | 9.81    | \$87.39          |
| Staff Engineer                 | \$36.06     | 137.34%         | \$85.58             | 30.00%        | 10.82   | \$96.40          |
| Environmental Engineer         | \$41.50     | 137.34%         | \$98.50             | 30.00%        | 12.45   | \$110.95         |
| Engineering Technician         | \$32.00     | 137.34%         | \$75.95             | 30.00%        | 9.60    | \$85.55          |
| Special Inspector (RC, SM, PA) | \$34.00     | 137.34%         | \$80.70             | 30.00%        | 10.20   | \$90.90          |
| Special Inspector (SW, SB, FP) | \$35.50     | 137.34%         | \$84.26             | 30.00%        | 10.65   | \$94.91          |
| Laboratory Manager             | \$46.15     | 137.34%         | \$109.53            | 30.00%        | 13.85   | \$123.38         |
| Laboratory Technician          | \$23.50     | 137.34%         | \$55.77             | 30.00%        | 7.05    | \$62.82          |
| Administrative Assistant       | \$22.00     | 137.34%         | \$52.21             | 30.00%        | 6.60    | \$58.81          |



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 16, 2018

Columbia West Engineering, Inc.  
11917 NE 95<sup>th</sup> Street  
Vancouver, WA 98682

Subject: Acceptance FYE 2017 ICR – Risk Assessment Review

Dear Jeff Maruca:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2017 ICR of 137.34%. These rates are applicable to Washington Local Agency Contracts only. These rates may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:mya

| Table 1: NE 68th Street Sidewalk CRP #372122<br>Estimated Budget (County)<br>November 6, 2018 | GillEng                     |                        |                          |                      |          |             |
|---|-----------------------------|------------------------|--------------------------|----------------------|----------|-------------|
|   | Principal/Project Manager 2 | Sr. Project Engineer 2 | Sr. Associate Engineer 3 | Associate Engineer 1 | Tech XII | Expenses    |
| Task Description  |                             |                        |                          |                      |          |             |
| Task 1: Site Visit and Design Kick-Off  | 4                           |                        |                          | 4                    |          |             |
| Task 2: Preliminary Design  | 16                          | 29                     |                          | 184                  | 9        | \$ 3,280.00 |
| Task 3: 50% Design Phase  | 16                          | 16                     | 20                       | 53                   | 20       |             |
| Task 4: Permit Plan Phase   | 3                           | 8                      | 9                        | 15                   | 5        |             |
| Task 5: 90% Design Phase  | 16                          | 18                     | 21                       | 54                   | 22       |             |
| Task 6: Final Plan, Specifications & Estimate (PS&E)  | 5                           | 9                      |                          | 25                   | 9        |             |
| Task 7: Bid Period  | 4                           |                        |                          | 8                    | 2        |             |
| Task 8: Construction Support  |                             |                        |                          |                      |          |             |

| Total Hours By Task | Total Labor By Task | Total Expenses By Task | Grand Total By Task |
|---------------------|---------------------|------------------------|---------------------|
| 8                   | \$ 700.80           | \$ -                   | \$ 700.80           |
| 238                 | \$ 16,936.80        | \$ 3,280.00            | \$ 20,216.80        |
| 125                 | \$ 10,466.40        | \$ -                   | \$ 10,466.40        |
| 40                  | \$ 3,470.40         | \$ -                   | \$ 3,470.40         |
| 131                 | \$ 11,016.00        | \$ -                   | \$ 11,016.00        |
| 48                  | \$ 3,825.60         | \$ -                   | \$ 3,825.60         |
| 14                  | \$ 1,099.20         | \$ -                   | \$ 1,099.20         |
| 0                   | \$ -                | \$ -                   | \$ -                |

Total Hours 64 80 50 343 67 \$ 3,280.00

Hourly Rate \$115.20 \$115.20 \$100.80 \$60.00 \$79.20

\$50,795.20

| Total Hours | Total Wages  | Total Expenses | Project Total |
|-------------|--------------|----------------|---------------|
| 604         | \$ 47,515.20 | \$ 3,280.00    | \$ 49,696.00  |

**SUB TOTAL: \$50,795.20**

**Table 1: NE 68th Street Sidewalk CRP #372122  
Estimated Budget (City)  
November 6, 2018**

| Task Description                                     | GTEng                      |                        |                          |                      |          |          |
|--|----------------------------|------------------------|--------------------------|----------------------|----------|----------|
|  | Principa/Project Manager 2 | Sr. Project Engineer 2 | Sr. Associate Engineer 3 | Associate Engineer 1 | Tech XII | Expenses |
| Task 1: Site Visit and Design Kick-Off               |                            |                        |                          |                      |          |          |
| Task 2: Preliminary Design                           | 2                          | 1                      |                          | 6                    | 3        |          |
| Task 3: 50% Design Phase                             | 2                          | 4                      | 5                        | 17                   | 8        |          |
| Task 4: Permit Plan Phase                            | 1                          | 0                      | 1                        | 5                    | 3        |          |
| Task 5: 90% Design Phase                             | 2                          | 2                      | 4                        | 16                   | 6        |          |
| Task 6: Final Plan, Specifications & Estimate (PS&E) | 1                          | 1                      | 0                        | 5                    | 3        |          |
| Task 7: Bid Period                                   |                            |                        |                          |                      |          |          |
| Task 8: Construction Support                         |                            |                        |                          |                      |          |          |

| Total Hours By Task | Total Labor By Task | Total Expenses By Task | Grand Total By Task |
|---------------------|---------------------|------------------------|---------------------|
| 0                   | \$ -                | \$ -                   | \$ -                |
| 12                  | \$ 943.20           | \$ -                   | \$ 943.20           |
| 36                  | \$ 2,848.80         | \$ -                   | \$ 2,848.80         |
| 10                  | \$ 753.60           | \$ -                   | \$ 753.60           |
| 30                  | \$ 2,299.20         | \$ -                   | \$ 2,299.20         |
| 10                  | \$ 768.00           | \$ -                   | \$ 768.00           |
| 0                   | \$ -                | \$ -                   | \$ -                |
| 0                   | \$ -                | \$ -                   | \$ -                |

|             |          |          |          |         |         |                   |
|-------------|----------|----------|----------|---------|---------|-------------------|
| Total Hours | 8        | 8        | 10       | 49      | 23      | \$ -              |
| Hourly Rate | \$115.20 | \$116.20 | \$100.80 | \$60.00 | \$79.20 |                   |
|             |          |          |          |         |         | <b>\$7,612.80</b> |

| Total Hours | Total Wages | Total Expenses | Project Total |
|-------------|-------------|----------------|---------------|
| 98          | \$ 7,612.80 | \$ -           | \$ 7,612.80   |

**SUB TOTAL: \$7,612.80**





**Washington State  
Department of Transportation**

Transportation Building  
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Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

March 1, 2016

Monica T. Leal, Owner  
Global Transportation Engineering Corporation  
1020 SW Taylor Street  
Portland, OR 97205-2543

Re: Global Transportation Engineering Corporation  
Safe Harbor Indirect Cost Rate

Dear Ms. Leal:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Global Transportation Engineering Corporation. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Global Transportation Engineering. The Safe Harbor rate is effective on March 1, 2016.

Global Transportation Engineering has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to December 31, 2018. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

  
Schatzie Harvey  
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File



CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: Global Transportation Engineering Corporation

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

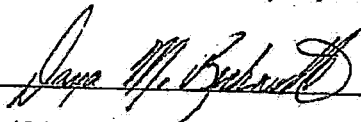
All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO
- An accounting system which separates indirect costs and direct costs
- An accounting system which separates allowable and unallowable cost
- A compliant job cost system which is general ledger driven
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures
- A strong written internal control policy with a policy and procedures manual

\*Signature: \_\_\_\_\_



\*Name of Certifying Official (Print): Dana M. Beckwith

\*Title: Vice President

Date of Certification (mm/dd/yyyy): 2/25/2016

\*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.





Archaeological Investigations Northwest, Inc.

3510 NE 122nd Avenue

Portland, OR 97230

CLARK COUNTY & CITY OF VANCOUVER -- NE 68TH STREET SIDEWALK CRP#372122

Exhibit E-2

Consultant Fee Determination - Summary Sheet

For Period: September 1, 2018 - August 31, 2020

| Job Classifications                      | Direct Labor Rates<br>Max. | Overhead<br>147.92%<br>Max. | Fee on Direct<br>30%<br>Max. | All Inclusive Hourly Billing Rate<br>Max. |
|--|----------------------------|-----------------------------|------------------------------|---|
| Princ.Inv./PM/Sen.Archaeologist          | \$ 69.07                   | \$ 102.17                   | \$ 20.72                     | \$ 191.96                                 |
| Senior Historian/Sen.Architl. Historian  | \$ 50.75                   | \$ 75.07                    | \$ 15.23                     | \$ 141.04                                 |
| Senior Archaeologist (& PI)              | \$ 50.74                   | \$ 75.05                    | \$ 15.22                     | \$ 141.02                                 |
| Senior Architectural Historian           | \$ 41.71                   | \$ 61.70                    | \$ 12.51                     | \$ 115.92                                 |
| Supervising Archaeologist                | \$ 39.08                   | \$ 57.81                    | \$ 11.72                     | \$ 108.61                                 |
| Graphics-GIS                             | \$ 39.71                   | \$ 58.74                    | \$ 11.91                     | \$ 110.36                                 |
| Staff Archaeologist                      | \$ 29.91                   | \$ 44.24                    | \$ 8.97                      | \$ 83.13                                  |
| Research/ Project Admin./Project Assist. | \$ 31.78                   | \$ 47.01                    | \$ 9.53                      | \$ 88.32                                  |
| Archaeological Assistant (Field & Lab)   | \$ 22.06                   | \$ 32.63                    | \$ 6.62                      | \$ 61.31                                  |

8/31/2018

Note:

1. All direct reimbursables will be at cost with no mark-ups.
2. Invoiced labor rates may be less than the minimum rates shown per job classification, but cannot exceed the NTE rate per job classification.
3. The table above may include minor rounding errors.



**Washington State  
Department of Transportation**

Transportation Building  
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Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

January 17, 2018

Archaeological Investigators Northwest, Inc.  
3510 NE 122<sup>nd</sup> Avenue  
Portland, OR 97230

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Ms. Jo Reese:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 147.92%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:kms

## **Exhibit F**

### **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 this 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 this 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 the AGENCY, the 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, the 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 this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, 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 STATE, the AGENCY, 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 enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

## **Exhibit G Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Agency Official
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying Exhibit G-4 Certificate of Current Cost or Pricing Data

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the 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 the above firm nor I have

- 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 this 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 furnished 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.

Harper Houf Peterson Righellis Inc.

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Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Charles L. Harper, P.E.

Harper Houf Peterson Righellis Inc.

Date



**Exhibit G-1(b) Certification of** Agency Official

I hereby certify that I am the:

Other

of the Clark County, Washington, and Harper Houf Peterson Righellis Inc.

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 furnished 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.

\_\_\_\_\_  
Signature

Ahmad Qayoumi, P.E.  
Public Works Director

\_\_\_\_\_  
Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Harper Houf Peterson Righellis Inc.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

Charles L. Harper, P.E.  
Harper Houf Peterson Righellis Inc.

# Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Harper Houf Peterson Righellis Inc.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

Charles L. Harper, P.E.  
Harper Houf Peterson Righellis Inc.

\_\_\_\_\_  
Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Harper Houf Peterson Righellis Inc.

\_\_\_\_\_  
Signature  
Charles L. Harper, P.E.  
Harper Houf Peterson Righellis Inc.

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_\*\*\*.

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

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The purpose of this exhibit is to establish a procedure to determine if a consultant has 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 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 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 Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. 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, LP will request assistance from the Attorney General's Office for legal interpretation. 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. 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 J**

## **Consultant Claim Procedures**

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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) total a \$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 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 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 associate 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 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