

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 10, 2013

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER NANCY McLAUGHLIN

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER AMBER WALDREF

COUNCIL BRIEFING SESSION-3:30 P.M.
COUNCIL CHAMBERS
CITY HALL

TOWN HALL/LEGISLATIVE SESSION-6:00 P.M.
WEST CENTRAL COMMUNITY CENTER
1603 NORTH BELT STREET

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON WEDNESDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ggeorge-hatcher@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA**REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- | | | |
|---|-------------------------------------|------------------------------|
| 1. Low bids meeting specifications of: | Approve
All | |
| a. Modern Machinery (Spokane, WA) for one Front Loading Pavement Grinder as a replacement unit for the Street Department—\$436,000. | | OPR 2013-0434
BID 3933-13 |
| b. DFW Honda (Grapevine, TX) for two Honda ST-1300 PA Police Motorcycles as replacement units for the Police Department—\$51,243.40. | | OPR 2013-0435
BID 3935-13 |
| Gene Jacubczak | | |
| 2. Value Blanket Order with Connell Oil (Spokane, WA) for miscellaneous lubricants for the Fleet Services Department using Washington State Contract #02411—estimated annual expense \$150,000 (including tax). | Approve | OPR 2013-0436 |
| Gene Jacubczak | | |
| 3. Accept grant awards from the Department of Housing and Urban Development Continuum of Care Program and authorization to enter into contract with multiple nonprofit agencies—\$2,976,339 revenue. | Approve &
Authorize
Contracts | OPR 2013-0437 |
| George Dahl | | |

4. Setting Hearings before the Hearing Examiner on Final Assessment Rolls for July 9, 2013 at: Set Hrgs. 7/9/2013
- a. 1:30 p.m. for street improvements of 14th Avenue from Cuba Street to Havana Street and Cuba Street from 14th Avenue to 13th Avenue. PRO 2012-0008 LID 2010042
- b. 2:30 p.m. for street, sewer and water improvements in Dalke Avenue from Freya Street to Florida Street and Myrtle Street from Dalke Avenue to Francis Avenue. (Hillyard Neighborhood) PRO 2010-0037 LID 2009163
- Gary Nelson**
5. Local Agency Standard Consultant Agreement with KPFF Consulting Engineers (Seattle, WA) for University Place Pedestrian Overpass Plans, Specifications and Engineer's Construction Cost Estimate—\$1,352,519.10. Approve PRO 2013-0013 ENG 2012119
- Gary Nelson**
6. Setting Hearing before City Council for June 24, 2013 for the Six-Year Comprehensive Street Program, 2014-2019. (Various Neighborhoods) Set Hrg. 6/24/2013 PRO 2013-0014 ENG 2013015
- Brandon Blankenagel**
7. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. Approve & Authorize Payment CPR 2013-0002

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

TOWN HALL SESSION

(6:00 P.M.)

**(Council Reconvenes at West Central Community Center)
(1603 North Belt Street)**

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

TOWN HALL FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

NEIGHBORHOOD REPORTS

**Motion to Approve Advance Agenda for June 10, 2013
(per Council Rule 2.1.2)**

TOWN HALL FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

ADJOURNMENT

The June 10, 2013, Regular Legislative Session of the City Council is adjourned to Monday, June 17, 2013.

NOTES

**Agenda Sheet for City Council Meeting of:**

06/10/2013

<u>Date Rec'd</u>	5/29/2013
<u>Clerk's File #</u>	OPR 2013-0434
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	3933-13
<u>Requisition #</u>	RE #16597

<u>Submitting Dept</u>	FLEET SERVICES
<u>Contact Name/Phone</u>	GENE JAKUBCZAK 625-7865
<u>Contact E-Mail</u>	GJAKUBCZAK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100-FLEET SERVICES PURCHASE OF FRONT LOADING PAVEMENT GRINDER

Agenda Wording

Low bid meeting specifications of Modern Machinery (Spokane, WA) for one (1) Front Loading Pavement Grinder \$436,000.00

Summary (Background)

On April 8, 2013, sealed bids were opened to provide the City of Spokane Fleet Services Department with a Front Loading Pavement Grinder. One response was received with Modern Machinery being the lowest responsive bidder. This is a replacement unit for the Street Department.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 436,000.00	#	5110-71400-94000-56413
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	JAKUBCZAK, GENE	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 5/13/13
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	Purchasing: tprnce	
<u>For the Mayor</u>	SANDERS, THERESA	Fleet Services: gjakubczak & Fleetservices	
<u>Additional Approvals</u>		Taxes & Licenses	
<u>Purchasing</u>	PRINCE, THEA		

**FLEET SERVICES
MEMORANDUM**

May 29, 2013

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: BID # 3933-13

After careful consideration, the Fleet Services Department recommends bid #3933-13 be awarded to Modern Machinery of Spokane, the lowest responsive bidder, for the purchase of one front loading pavement grinder. This is a replacement unit for the Street Department.

QTY	ITEM	TOTAL
1	2012 Wirtgen Wl20Fi Milling Machine (used)	\$400,000.00
	Sales tax	\$34,800.00
	0.3% Vehicle Excise Tax	\$1,200.00
TOTAL		\$436,000.00

cc: Shane Thornton
Thea Prince

BRIEFING PAPER
Public Works Committee
Fleet Services
May 13, 2013

Subject

Purchase of one used Wirtgen W120Fi pavement Milling Machine for the Street Department.

Background

This is a pavement grinding machine used by the Street Department in the repair of city streets. It is a used machine that was the only bid received for Bid #3933-13.

Impact

This equipment is necessary for street maintenance and repair operations and replaces a unit that has reached the end of its economic service life. Funds are available in the Street Department Equipment Replacement Fund.

Action

To approve the purchase of the purchase of one Wirtgen W120Fi pavement Milling Machine from Modern Machinery for \$436,000.00 (tax included) for the Street Department.

**Agenda Sheet for City Council Meeting of:**

06/10/2013

<u>Date Rec'd</u>	5/29/2013
<u>Clerk's File #</u>	OPR 2013-0435
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	3935-13
<u>Requisition #</u>	RE# 16604

<u>Submitting Dept</u>	FLEET SERVICES
<u>Contact Name/Phone</u>	GENE JAKUBCZAK 625-7865
<u>Contact E-Mail</u>	GJAKUBCZAK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100 - FLEET SERVICES PURCHASE OF POLICE MOTORCYCLES

Agenda Wording

Low bid meeting specifications of DFW Honda (Grapevine, TX) for two Honda ST-1300 PA Police Motorcycles - \$51,243.40

Summary (Background)

On April 22, 2013 sealed bids were opened to provide the City of Spokane Fleet Services Department with two (2) or more Honda ST-1300 PA Police Motorcycles. Six (6) responses were received with DFW Honda being the lowest responsive bidder. The lower bid submitted by Enforcement Motors is not acceptable as they offered Yamaha brand motorcycles. The Police Department has standardized their motorcycle fleet on the Honda ST-1300 which was specified in the bid. These are replacement units.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 25,000.00	# 1620-91133-94000-56404
Expense \$ 26,243.40	# 1600-11500-94000-56404
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	JAKUBCZAK, GENE	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 5/13/13
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	Purchasing: tprince	
<u>For the Mayor</u>	SANDERS, THERESA	Fleet: gjakubczak & fleetservices	
<u>Additional Approvals</u>		Taxes & Licenses	
<u>Purchasing</u>	PRINCE, THEA		

**FLEET SERVICES
MEMORANDUM**

May 29, 2013

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: BID # 3935-13

After careful consideration, the Fleet Services Department recommends bid #3935-13 be awarded to DFW Honda of Grapevine, Texas, the lowest responsive bidder, for the purchase of two Honda ST-1300 PA police motorcycles. Five bids were received. The lower bid submitted by Enforcement Motors is not acceptable as they offered Yamaha brand motorcycles. The Police Department has standardized their motorcycle fleet on the Honda ST-1300 which was specified in the bid. These are replacement units for the Police Department.

QTY	ITEM	PRICE	TOTAL
2	2012 Honda ST-1300 PA Police Motorcycle	\$23,506.13	\$47,012.30
	Sales tax (8.6% + .3%)		\$4,231.10
TOTAL			\$51,243.40

cc: Sgt. Meyer
Carly Cortright

TWO (2) OR MORE HONDA ST-1300 PA POLICE MOTORCYCLES
BID #3855-12 OPEN: 4/2/12

	Coeur d'Alene Honda 2745 Seltice Way Coeur d'Alene ID 83814	South Bound Honda 2724 96 Street S. Lakewood, WA 98499	Enforcement Motors Inc. 10145 N. Aero Dr. #7 Hayden ID 83835 Option #1	Enforcement Motors Inc. 10145 N. Aero Dr. #7 Hayden ID 83835 Option #2	DFW Honda 2350 William D. Tate Grapevine, TX 76051
UNIT PRICE:	\$25,320.00/ea \$50,640.00 2012 Honda ST-1300PA	\$26,498.24/ea \$52,996.48 Option #1 (2012) \$26,498.24/ea Option #2 (2012) \$50,297.48 \$23,799.24/ea Option #2 (New Display 2009) Honda ST-1300 PA	\$23,793.00/ea \$47,586.00 2013 Kawasaki Concours 14P	\$22,502.00/ea \$45,004.00 2013 Yamaha FJR 1300P Black Hawk	\$23,509.15/ea \$47,012.30 2012 Honda ST-1300 PA
Sales Tax	\$ 4,506.96 (8.6% + .3%)	\$4,822.68 (8.8% + .3%) #1 \$4,577.07 (8.8% + .3%) #2	\$4,139.98 (8.4% + .3%)	\$3,915.35 (8.4% + .3%)	\$4,231.10 (8.7% +.3% Use Tax)
TOTAL BID:	\$55,146.96	\$57,819.16 #1 \$54,874.55 #2	\$51,725.98	\$48,919.35	\$51,243.40
Accept Credit Card	No	No	Yes with fees	Yes with fees	Yes with 3% service charge
DELIVERY TIME:	45 days FRO	60-120 days FRO	60-90 days FRO	60-90 days FRO	45-90 days FRO
EXCEPTIONS TO TECHNICAL SPECIFICATIONS:	Large trunk will not be purchased from South Seattle Honda – it will be purchased from vendor that South Seattle Honda purchases it from		Substitution for Whelen Dominator Rear Bar with RBRB will be Whelen Linz 6 RBRB on tail section and tail light section in addition to the 10 light head system making it 14 Linz6 Substitution for large trunk supplied by outside vendor will be Enforcement Motors, Inc. large trunk.	Substitution for Whelen Dominator Rear Bar with RBRB will be Whelen Linz 6 RBRB on tail section and tail light section in addition to the 10 light head system making it 14 Linz6 Substitution for large trunk supplied by outside vendor will be Enforcement Motors, Inc. large trunk.	

WARRANTY: BASIC UNIT					
Miles	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Months	36	36	36	36	36
Hours	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
% Coverage	100%	100%	100%	100%	100%
ENGINE					
Miles	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Months	36	36	36	36	36
Hours	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
% Coverage	100%	100%	100%	100%	100%
TRANSMISSION					
Miles	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Months	36	36	36	36	36
Hours	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
% Coverage	100%	100%	100%	100%	100%
FRONT AXLE					
Miles	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Months	36	36	36	36	36
Hours	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
% Coverage	100%	100%	100%	100%	100%
REAR AXLE					
Miles	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Months	36	36	36	36	36
Hours	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
% Coverage	100%	100%	100%	100%	100%
CITY BUSINESS LICENSE:					
ADDITIONAL PURCHASES	YES	YES	YES	YES	NO (ONLY 2)

BRIEFING PAPER
Public Works Committee
Fleet Services
May 13, 2013

Subject:

Purchase of two Honda Police Motorcycles for the Police Department.

Background:

The Fleet Services Department is purchasing two Honda Police Motorcycles for the Police Department. These vehicles will be utilized for patrol and are replacing two existing units. DFW Honda of Grapevine, Texas was the lowest responsive bidder.

Impact:

These units will be utilized by the Police Department.

Action:

To approve the purchase of two Honda ST-1300 PA police motorcycles with accessories per the terms of bid #3935-13 for \$51,243.40 (tax included).

**Agenda Sheet for City Council Meeting of:**

06/10/2013

Date Rec'd

5/29/2013

Clerk's File #

OPR 2013-0436

Renews #**Submitting Dept**

FLEET SERVICES

Cross Ref #**Contact Name/Phone**

GENE JAKUBCZAK 625-7865

Project #**Contact E-Mail**

GJAKUBCZAK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

VB

Agenda Item Name

5100 - FLEET SERVICES - MISCELLANEOUS LUBRICANTS - STATE CONTRACT

Agenda Wording

Blanket Order with Connell Oil (Spokane, WA) for miscellaneous lubricants using Washington State Contract #02411 for the Fleet Services Department -- estimated annual expenditure \$150,000.00 (including tax)

Summary (Background)

As a member of the Washington State Purchasing Cooperative, State Contract pricing is available to the City. The State contract represents the best pricing available to us because the State Contractor is allowed a deeper discount from the manufacturer. Staff requests a Blanket Order for one (1) year with a one (1) year renewal to be approved to enable purchases from this State Contract on an "as needed" basis.

Fiscal Impact**Budget Account**

Expense \$ 150,000.00

various

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

JAKUBCZAK, GENE

Study Session**Division Director**

ROMERO, RICK

Other

PWC 5/13/13

Finance

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

Purchasing: tprince

For the Mayor

SANDERS, THERESA

Fleet Services: gjakubczak & fleetservices

Additional Approvals

Taxes & Licenses

Purchasing

PRINCE, THEA

BRIEFING PAPER
Public Works Committee
Fleet Services
May 13, 2013

Subject

The renewal of the Value Blanket (VB) with Connell Oil of Spokane for lubricants.

Background

The Fleet Services Department purchases lubricants utilizing the Washington State Contract #02411 for the city of Spokane fleet through Connell Oil. This is the VB for the supply of lubricants. The estimated annual expenditure is \$150,000.

Impact

This VB allows the purchase of oils, grease, and other automotive lubricants to maintain the city of Spokane equipment fleet.

Action

Recommend approval of \$300,000 (\$150,000 annually) for the renewal of the Value Blanket for the supply of automotive lubricants for two years.

Funding

Funding is available in the Fleet Services and affected department's budgets.

**Agenda Sheet for City Council Meeting of:**

06/10/2013

<u>Date Rec'd</u>	5/29/2013
<u>Clerk's File #</u>	OPR 2013-0437
<u>Renews #</u>	OPR 2012-0224

<u>Submitting Dept</u>	HUMAN SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	GEORGE DAHL 625--6036	<u>Project #</u>	
<u>Contact E-Mail</u>	GDAHL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1680 HUD CONTINUUM OF CARE PROGRAM RENEWAL AWARD		

Agenda Wording

Accept awards from the Dept of Housing and Urban Development (HUD) Continuum of Care (CoC) Program and authorize the CHHS Dept. to enter into contract with multiple non-profit agencies. (list attached)

Summary (Background)

January 15, 2013, the CHHS Dept. applied for funding through the Dept. of HUD's annual CoC Grant Competition. Funds were requested to renew 28 existing and 2 new programs within Spokane County. A portion of the administrative funds are retained by the CHHS Department to administer, evaluate and monitor the 30 projects.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 2,747,405.50	#	1540-95465-51200-54201
Revenue	\$ 2,976,339.00	#	1540-95465-99999-33114
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLARD, JERRIE	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	PCED 6/3/13
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	cfriesen	
<u>For the Mayor</u>	SANDERS, THERESA	gdahl	
<u>Additional Approvals</u>		jchaffins	
<u>Purchasing</u>			

BRIEFING PAPER
City of Spokane
Community and Neighborhood Services Division
Community, Housing and Human Services Department
June 3, 2013

Subject

The Department of Housing and Urban Development (HUD) provides funding through the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act to fund 28 separate grants administered by the City (\$2,976,339). Each grant is subject to annual renewal through HUD's national Continuum of Care (CoC) competition.

Background

Renewal applications were reviewed and ranked by a work group of the CHHS Board. The Board approved renewal requests at their December 5, 2012 meeting.

The City is responsible for meeting the national objectives set by HUD. (1) Create new permanent housing beds for chronically homeless persons; (2) Increase percentage of participants remaining in permanent housing for at least six months to 80% or more; (3) Increase percentage of participants in transitional housing that move into permanent housing to 65% or more; (4) Increase percentage of participants that are employed at program exit to 20% or more; (5) Increase percentage of participants that obtained mainstream benefits at program exit to 20% or more; (6) Decrease number of homeless individuals and families; (7) Intent to fund programs helping the CoC meet or exceed national objectives.

Impact

Funds from the Continuum of Care Program provide local agencies with funds needed to maintain a housing inventory exclusive for homeless individuals and families. Without these funds the local support network would not be able to sustain the need for affordable housing and the services tied to that housing.

Action

The CHHS Department is seeking City Council approval to enter into contract with the Department of Housing and Urban Development in the sum of \$2,976,339. Upon City Council approval the Department will enter into individual contacts with our partner agencies and disperse funding accordingly.

Funding

(See attached)

Project Name	Project Number	Project	City	Total
Catholic Charities HoC & SMS Supportive Services	WA0106B0T021104	\$ 40,795.50	\$ 2,637.50	\$ 43,433.00
Catholic Charities Hanson House	WA0108B0T021104	\$ 109,384.50	\$ 11,807.50	\$ 121,192.00
Catholic Charities St. Margaret's Transitional Housing	WA0109B0T021104	\$ 62,290.50	\$ 6,152.50	\$ 68,443.00
Catholic Charities Summit View PH	WA0110C0T021104	\$ 165,978.50	\$ 5,394.50	\$ 171,373.00
New Horizons/VOA PH	WA0111C0T021104	\$ 353,844.50	\$ 12,084.50	\$ 365,929.00
Community Detox Transitional Housing	WA0112B0T021104	\$ 53,395.50	\$ 3,926.50	\$ 57,322.00
Comprehensive Housing & Services for Homeless Singles, Youth & Families	WA0113B0T021104	\$ 210,909.00	\$ 75,018.00	\$ 285,927.00
SHA Vets PRA PH	WA0115C0T021104	\$ 90,713.00	\$ 3,041.00	\$ 93,754.00
Salem Arms 2 Permanent Housing	WA0117B0T021104	\$ 84,818.50	\$ 4,404.50	\$ 89,223.00
Spokane Housing Ventures Permanent Supportive Housing	WA0120B0T021104	\$ 39,674.00	\$ 382.00	\$ 40,056.00
SNAP Supportive Services for Homeless Families	WA0121B0T021104	\$ 25,386.50	\$ 2,942.50	\$ 28,329.00
SNAP Transitional Housing for Families	WA0122B0T021104	\$ 158,273.50	\$ 12,512.50	\$ 170,786.00
Transitions Miryam's House	WA0123B0T021104	\$ 82,899.50	\$ 7,488.50	\$ 90,388.00
Transitions Transitional Living Center	WA0124B0T021104	\$ 101,461.00	\$ 6,561.00	\$ 108,022.00
Transitions Women's Hearth	WA0125B0T021104	\$ 35,433.00	\$ 4,108.00	\$ 39,541.00
VOA Alexandria's House Transitional Housing	WA0126B0T021104	\$ 72,572.50	\$ 6,072.50	\$ 78,645.00
VOA Crosswalk	WA0127B0T021104	\$ 26,524.00	\$ 1,743.00	\$ 28,267.00
VOA Hope House Permanent Supportive Housing	WA0128B0T021104	\$ 48,227.00	\$ 5,113.00	\$ 53,340.00
VOA Off-Site Permanent Housing	WA0129B0T021104	\$ 99,179.00	\$ 10,866.00	\$ 110,045.00
VOA Samaritan 05-06 Bonus	WA0130B0T021104	\$ 184,912.50	\$ 10,144.50	\$ 195,057.00
YWCA ADV Transitional Housing	WA0133B0T021104	\$ 40,914.00	\$ 3,953.00	\$ 44,867.00
YWCA/VOA Supportive Services for DV Victims	WA0136B0T021104	\$ 155,796.00	\$ 17,123.00	\$ 172,919.00
Spokane Housing Authority TRA PH	WA0208C0T021103	\$ 99,969.00	\$ 3,369.00	\$ 103,338.00
VOA PH Samaritan Bonus 2009	WA0218B0T021101	\$ 113,589.50	\$ 3,732.50	\$ 117,322.00
VOA Samaritan PH Bonus 2010	WA0231B0T021000	\$ 87,320.00	\$ 1,680.00	\$ 89,000.00
Catholic Charities Valor Haven	WA0248B0T021100	\$ 133,529.50	\$ 4,388.50	\$ 137,918.00
VOA PH Bonus 2011	WA0249B0T021100	\$ 69,615.50	\$ 2,287.50	\$ 71,903.00
		\$ 2,747,405.50	\$ 228,933.50	\$ 2,976,339.00

**Agenda Sheet for City Council Meeting of:**

06/10/2013

Date Rec'd

5/29/2013

Clerk's File #

PRO 2012-0008

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

GARY NELSON 625-6678

Project #

2010042

Contact E-Mail

GNELSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0370-FINAL ASSESSMENT ROLL-14TH/CUBA

Agenda Wording

Setting Hearing before the Hearing Examiner on Final Assessment Roll for July 9, 2013 at 1:30 PM for Street Improvements in 14th Avenue from Cuba Street to Havana Street and Cuba Street from 14th Avenue to 13th Avenue.

Summary (Background)

See Attached

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TAYLOR, MIKE

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

sdecker@spokanecity.org

For the Mayor

SANDERS, THERESA

mhughes@spokanecity.org

Additional Approvals

cclark@spokanecity.org

Purchasing

kmoat@spokanecity.org

areid@spokanecity.org

rriedinger@spokanecity.org

htrautman@spokanecity.org

BACKGROUND: (Continued)

Completed Contract Price	\$ 255,214.64
Engineering Costs	138,294.53
City Clerk	256.59
City Treasurer	2,670.00
Accounting	2,440.18
Interest on Contract Payments	12,506.70
Bonds	255.00
Attorney's Fee	2,503.94
Relocate Hydrant	6,734.44
Postal CBU	1,445.00
Traffic Signs	126.84
Tree Related	22,079.58
Geotech Related	<u>9,853.11</u>
 Total Project Cost	 \$ 454,380.55
 Supplemental Funding:	
Community Development Block Grant	21,757.21
10-Year Street Bond	265,693.24
 Net Project Cost after Supplemental Funding	 \$ 166,930.10

This assessment roll has been prepared on a ten-year payment basis with dates for payment of assessments on September 15, 2013 and the bond issue date for October 15, 2013. The contract was awarded to Red Diamond Construction, Inc., started May 7, 2012 and completed June 5, 1012. Ordinance No. C-34692 ordered this improvement on February 22, 2011.

CITY OF SPOKANE
ENGINEERING SERVICES
**** FINAL ASSESSMENT ROLL ****

FILE PROJECT DESCRIPTION

2010042 STREET IMPROVEMENTS OF 14TH AVENUE FROM CUBA STREET TO HAVANA STREET;
CUBA STREET FROM 14TH AVENUE TO 13TH AVENUE

FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE
------	---------------------	------------------

2010042 LID

STREET IMPROVEMENTS OF 14TH AVENUE FROM CUBA STREET TO HAVANA STREET; CUBA STREET FROM 14TH AVENUE TO 13TH AVENUE

PAVING

Completed Contract Price	\$ 255,214.64
Engineering Costs	138,294.53
City Clerk	256.59
City Treasurer	2,670.00
Accounting	2,440.18
Interest on Contract Payments	12,506.70
Bonds	255.00
Attorney's Fee	2,503.94
Relocate Hydrant	6,734.44
Postal CBU	1,445.00
Traffic Signs	126.84
Tree Related	22,079.58
Geotech Related	9,853.11

Total Project Cost	\$ 454,380.55
--------------------	---------------

Community Development Block Grant	21,757.21
10-Year Street Bond	265,693.24

TOTAL NET PROJECT ASSESSMENT	\$166,930.10
------------------------------	--------------

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2010042 LID		STREET IMPROVEMENTS OF 14TH AVENUE FROM CUBASTREET TO HAVANA STREET; CUBA STREET FROM 14TH AVENUE TO 13TH AVENUE		
1	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5507 / 35224.5507	TUDOR HTS N1/2 OF LTS 8&9 BLK 28	E 4204 13TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
ALLEN, GREGORY K & HIROMI N		ALLEN, GREGORY K & HIROMI N	.00	6,709.02
E 4204 13TH AVE		E 4204 13TH AVE	CUBA STREET	6,709.02
SPOKANE WA 99202		SPOKANE WA 99202		
2	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5508 / 35224.5508	TUDOR HTS S1/2 OF LTS 8&9 BLK 28	S 1305 CUBA ST	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
WILSON, ROBERT R		WILSON, ROBERT R	.00	8,475.65
S 1305 CUBA ST		S 1305 CUBA ST	CUBA STREET	6,709.02
SPOKANE WA 99202		SPOKANE WA 99202	DRIVEWAY	230.84
			TRANSITION	1,535.79
3	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5515 / 35224.5515	TUDOR HTS LOT 6 BLK 28	E 4218 13TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
VANNOTE, DEANNE		VANNOTE, DEANNE	.00	1,206.63
E 4218 13TH AVE		E 4218 13TH AVE	CUBA STREET	1,206.63
SPOKANE WA 99202-5462USA		SPOKANE WA 99202-5462USA		
4	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5516 / 35224.5516	TUDOR HTS LOT 7 BLK 28	E 4212 13TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
HAMILTON, DAVID H & JULIE G		HAMILTON, DAVID H & JULIE G	.00	1,689.28
E 4212 13TH AVE		E 4212 13TH AVE	CUBA STREET	1,689.28
SPOKANE WA 99202-5462USA		SPOKANE WA 99202-5462USA		
5	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5519 / 35224.5519	TUDOR HEIGHTS ADD LOT 15 BLK 28	E 4221 14TH AV	Y

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2010042 LID		STREET IMPROVEMENTS OF 14TH AVENUE FROM CUBASTREET TO HAVANA STREET; CUBA STREET FROM 14TH AVENUE TO 13TH AVENUE		
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
SHCHERBINA, LEONID & LYUBOV E 4227 14TH AVE SPOKANE WA 99202	SHCHERBINA, LEONID & LYUBOV E 4227 14TH AVE SPOKANE WA 99202	3,350.16	DRIVEWAY 35.93 TRANSITION 286.09	3,672.18
6	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5520 / 35224.5520	TUDOR HEIGHTS ADD LOT 16 BLK 28	E 4227 14TH AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
SHCHERBINA, LEONID A E 4227 14TH AVE SPOKANE WA 99202	SHCHERBINA, LEONID A E 4227 14TH AVE SPOKANE WA 99202	3,350.16	DRIVEWAY 115.42 TRANSITION 465.33	3,930.91
7	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5521 / 35224.5521	TUDOR HEIGHTS ADD, LT17 BLK28	E 4231 14TH AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202	WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202	6,700.33	DRIVEWAY 172.63 TRANSITION 828.65	7,701.61
8	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5522 / 35224.5522	25-43-SE1/4 OF SEC22; TUDOR HEIGHTS ADD, LT18 BLK28	E 4235 14TH AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
VANDERVERT, MICHAEL & MARIA E 4235 14TH AVE SPOKANE WA 99202	VANDERVERT, MICHAEL & MARIA E 4235 14TH AVE SPOKANE WA 99202	7,347.29	DRIVEWAY 217.19 TRANSITION 1,032.65	8,597.13
9	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5523 / 35224.5523	TUDOR HEIGHTS ADDITION LT 10 BLK 28	E 4203 14TH AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
STROM, JOSH & KIMBERLY E 3224 21ST AVE SPOKANE WA 99223	STROM, JOSH & KIMBERLY E 3224 21ST AVE SPOKANE WA 99223	2,272.52	CUBA STREET 7,543.05 DRIVEWAY 230.84	10,698.27

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2010042 LID		STREET IMPROVEMENTS OF 14TH AVENUE FROM CUBASTREET TO HAVANA STREET; CUBA STREET FROM 14TH AVENUE TO 13TH AVENUE		
TRANSITION				651.86
10	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5524 / 35224.5524	TUDOR HEIGHTS ADDITION LT 11 BLK 28	E 4207 14TH AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
GRANGROTH, ROBB & MARY		GRANGROTH, ROBB & MARY	5,186.56	7,554.38
S 3021 REGAL UNIT 101 ST		S 3021 REGAL UNIT 101 ST	CUBA STREET	2,178.52
SPOKANE WA 99223		SPOKANE WA 99223	DRIVEWAY	165.00
			TRANSITION	24.30
11	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5525 / 35224.5525	TUDOR HEIGHTS ADDITION LT 12 BLK 28	E 4209 14TH AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
STINEBAUGH, BRADLEY & AMY		STINEBAUGH, BRADLEY & AMY	6,482.87	6,867.56
E 4209 14TH AVE		E 4209 14TH AVE	CUBA STREET	210.16
SPOKANE WA 99202		SPOKANE WA 99202	DRIVEWAY	142.72
			TRANSITION	31.81
12	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5526 / 35224.5526	TUDOR HEIGHTS ADDITION LTS 13 & 14 BLK 28	E 4211 14TH AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
ODOM, LILLINA B / PHELPS, TERE		ODOM, LILLINA B / PHELPS, TERE	3,350.17	3,393.80
E 4211 14TH AVE		E 4211 14TH AVE	DRIVEWAY	35.68
SPOKANE WA 99202-5430USA		SPOKANE WA 99202-5430USA	TRANSITION	7.95
13	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5602 / 35224.5602	TUDOR HTS L3 B27	E 4120 13TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
CAMPBELL RENTALS LLC		CAMPBELL RENTALS LLC	.00	1,689.28
E 3105 BOONE AVE		E 3105 BOONE AVE	CUBA STREET	1,689.28
SPOKANE WA 99202-3607		SPOKANE WA 99202-3607		

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2010042 LID		STREET IMPROVEMENTS OF 14TH AVENUE FROM CUBASTREET TO HAVANA STREET; CUBA STREET FROM 14TH AVENUE TO 13TH AVENUE		
14	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5611 / 35224.5611	TUDOR HTS LT 1 BLK 27	E 4128 13TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
PROUTY, SUSAN		PROUTY, SUSAN	.00	9,660.91
E 4128 13TH AVE		E 4128 13TH AVE	CUBA STREET	8,929.02
SPOKANE WA 99202		SPOKANE WA 99202	DRIVEWAY	641.72
			TRANSITION	90.17
15	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5612 / 35224.5612	TUDOR HTS LT 2 BLK 27	E 4124 13TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
WOODS, BRANDY L		WOODS, BRANDY L	.00	4,585.18
E 4124 13TH AVE		E 4124 13TH AVE	CUBA STREET	4,585.18
SPOKANE WA 99202-5419USA		SPOKANE WA 99202-5419USA		
16	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-5613 / 35224.5613	TUDOR HEIGHTS LOTS 10-12 BLOCK 27	E 4127 14TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
LYTLE, KENNETH L & DEANNA M		LYTLE, KENNETH L & DEANNA M	.00	15,556.93
E 4127 14TH AVE		E 4127 14TH AVE	CUBA STREET	15,285.76
SPOKANE WA 99202-5428USA		SPOKANE WA 99202-5428USA	TRANSITION	271.17
17	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	27531-0101 / 35271.0101	TUDOR HTS L1 B29	E 4238 14TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
LEWIS, CLYDE E & KATHRYN A		LEWIS, CLYDE E & KATHRYN A	3,852.41	3,972.71
E 4238 14TH AVE		E 4238 14TH AVE	TRANSITION	120.30
SPOKANE WA 99202-		SPOKANE WA 99202-		
18	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	27531-0102 / 35271.0102	TUDOR HTS L2-3-4 B29	E 4216 14TH AV	Y

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2010042 LID		STREET IMPROVEMENTS OF 14TH AVENUE FROM CUBASTREET TO HAVANA STREET; CUBA STREET FROM 14TH AVENUE TO 13TH AVENUE		
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
SPILDE, JOEL L		SPILDE, J L	20,864.09	21,474.23
E 4216 14TH AVE		E 4216 14TH AVE	TRANSITION	610.14
SPOKANE WA 99202-5431USA		SPOKANE WA 99202-5431USA		
19	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	27531-0104 / 35271.0104	TUDOR HTS LT 5 & E1/2 OF LT 6 BLK 29 TOG W/ VAC PTN OF BEN BURR BLVD LYG SLY & ADJ	E 4208 14TH AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
BRANOM, JARED A		BRANOM, JARED A	10,151.51	10,919.56
E 4208 14TH		E 4208 14TH	TRANSITION	768.05
SPOKANE WA 99202		SPOKANE WA 99202		
20	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	27531-0105 / 35271.0105	TUDOR HTS LT 7 & W1/2 OF LT 6 BLK 29 TOG W/ VAC PTN OF BEN BURR BLVD LYG SLY & ADJ	E 4205 15TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
LARMER, DENISE D		LARMER, DENISE D	9,984.94	9,984.94
E 4205 15TH AVE		E 4205 15TH AVE		
SPOKANE WA 99223		SPOKANE WA 99223		
21	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	27531-0106 / 35271.0106	TUDOR HTS LT 8 & E1/2 OF LT 9 BLK 29 TOG W/ VAC PTN OF BEN BURR BLVD LYG SLY & ADJ	E 4127 15TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
TRUSLER, PHILLIP N CAITLIN E		TRUSLER, PHILLIP N CAITLIN E	9,772.91	9,772.91
E 4127 15TH AVE		E 4127 15TH AVE		
SPOKANE WA 99223		SPOKANE WA 99223		
22	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	27531-0108 / 35271.0108	TUDOR HEIGHTS N 80FT LT10 AND N 80FT OF W1/2 LT 9 BLK 29	E 4128 14TH AV	N

LDRP11
05/14/13 2:06 PM

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PAGE 7

PBWK FILE		PROJECT DESCRIPTION		
2010042 LID		STREET IMPROVEMENTS OF 14TH AVENUE FROM CUBASTREET TO HAVANA STREET; CUBA STREET FROM 14TH AVENUE TO 13TH AVENUE		
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
LYCAN, CECILE A	LYCAN, CECILE A	8,154.96		8,817.03
W 1107 27TH AVE	W 1107 27TH AVE		DRIVEWAY	586.82
SPOKANE WA	SPOKANE WA		TRANSITION	75.25
99203-1310USA	99203-1310USA			

LDRP11
05/14/13 2:06 PM

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PAGE 8

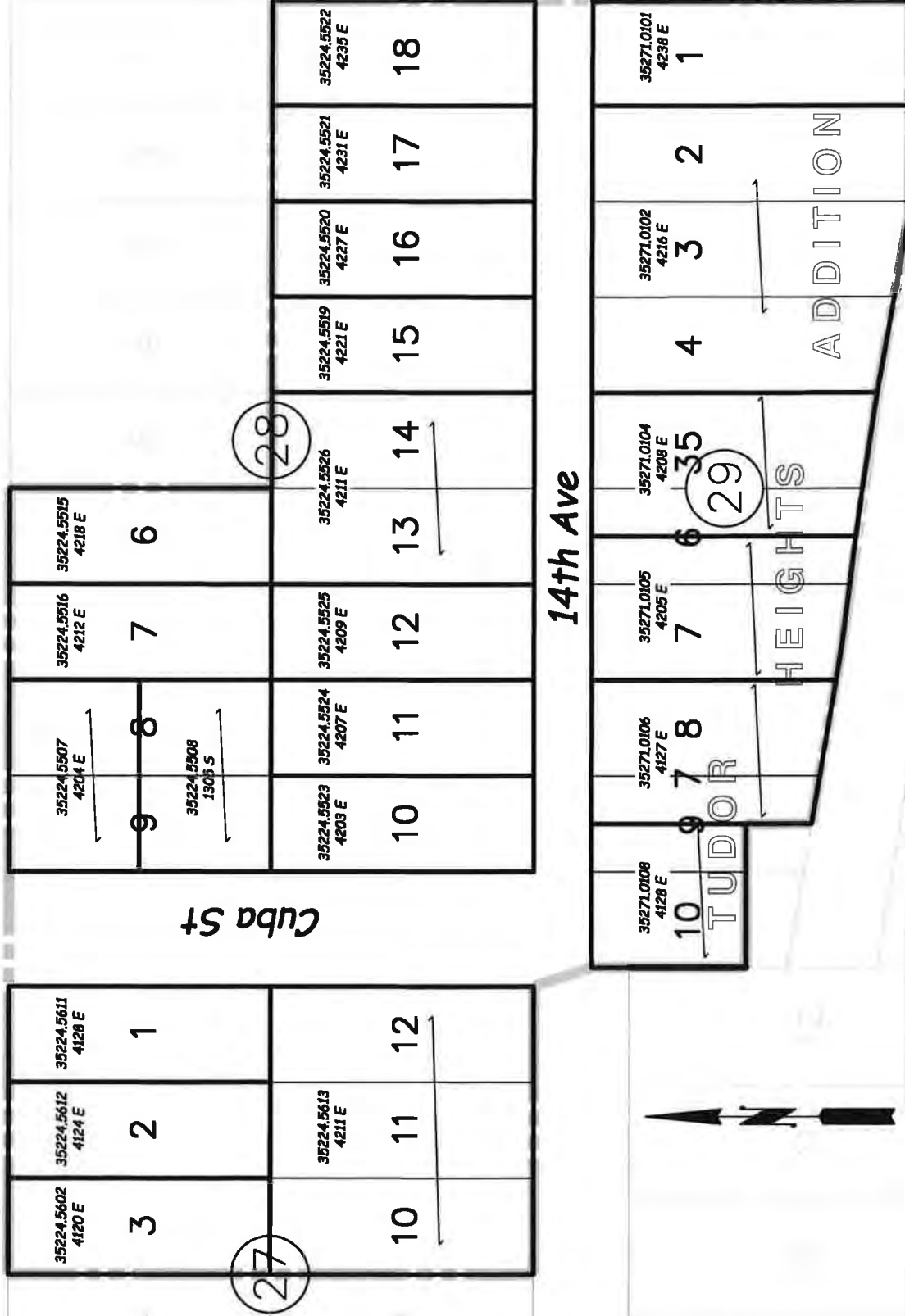
. PBWK FILE

PROJECT DESCRIPTION

2010042 LID

STREET IMPROVEMENTS OF 14TH AVENUE FROM CUBASTREET TO HAVANA STREET; CUBA STREET FROM 14TH
AVENUE TO 13TH AVENUE

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
DISTRICT	ZONE TERMINI	2T
CUBA STREET	RELATIVE SCALER	RS
DRIVEWAY	RELATIVE COST	RC
TRANSITION	RELATIVE COST	RC



DISTRICT MAP
PROJECT # 2010042,
14th Ave from Cuba St to Havana St; Cuba St from 14th Ave to 13th Ave

**Agenda Sheet for City Council Meeting of:**

06/10/2013

Date Rec'd

5/29/2013

Clerk's File #

PRO 2010-0037

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

GARY NELSON 625-6678

Project #

2009163

Contact E-Mail

GNELSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

03E70-FINAL ASSESSMENT ROLL - DALKE/MYRTLE

Agenda Wording

Setting Hearing before the Hearing Examiner on Final Assessment Roll for July 9, 2013 at 2:30 p.m. for Dalke Avenue from Freya Street to Florida Street; Myrtle Street from Dalke Avenue to Francis Avenue. (Hillyard Neighborhood Council)

Summary (Background)

See Attached

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TAYLOR, MIKE

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

sdecker@spokanecity.org

For the Mayor

SANDERS, THERESA

mhughes@spokanecity.org

Additional Approvals

cclark@spokanecity.org

Purchasing

rriedinger@spokanecity.org

areid@spokanecity.org

kmoat@spokanecity.org

htrautman@spokanecity.org

BACKGROUND: (Continued)

Completed Contract Price	\$ 673,867.75
Sales Tax	5,586.02
Engineering Costs	178,917.00
City Clerk	256.59
City Treasurer	2,450.00
Accounting	6,443.05
Interest on Contract Payments	13,107.62
Bonds	577.50
Attorney's Fee	5,724.55
Tree Work	5,232.01
Hydrant Relocates	9,730.27
Right-of-Way Expense	10,640.38
Geotech Work	<u>9,394.29</u>
 Total Project Cost	 \$ 921,927.03
 Supplemental Funding:	
10-Year Street Bond	300,707.65
Community Development Funds	239,582.35
 Net Project Cost after Supplemental Funding	 \$ 381,637.03

This assessment roll has been prepared on a ten-year payment basis with dates for payment of assessments on September 15, 2013, and the bond issue date for October 15, 2013. The contract was awarded to Inland Asphalt Company, and started July 16, 2012 and completed October 23, 2012. Ordinance No. C-34699 ordered this improvement on February 21, 2011.

CITY OF SPOKANE
ENGINEERING SERVICES
**** FINAL ASSESSMENT ROLL ****

FILE PROJECT DESCRIPTION

2009163 Dalke Avenue from Freya Street to Florida Street; Myrtle Street from Dalke Avenue to Francis Avenue

=====

FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE
-----	-----	-----

2009163 LID	Dalke Avenue from Freya Street to Florida Street Myrtle Street from Dalke Avenue to Francis Avenue	Paving, Water, Sewer
-------------	---	----------------------

Completed Contract Price	\$ 673,867.75
Sales Tax	5,586.02
Engineering Costs	178,917.00
City Clerk	256.59
City Treasurer	2,450.00
Accounting	6,443.05
Interest on Contract Payments	13,107.62
Bonds	577.50
Attorney's Fee	5,724.55
Tree Work	5,232.01
Hydrant Relocates	9,730.27
Right-of-Way Expense	10,640.38
Geotech Work	<u>9,394.29</u>
 Total Project Cost	 \$ 921,927.03
 Supplemental Funding:	
10-Year Street Bond	300,707.65
Community Development Funds	239,582.35
 Net Project Cost after Supplemental Funding	 \$ 381,637.03

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2009163 LID		STREET, WATER, AND SEWER IMPROVEMENTS IN DALKE AVE FROM FREYA ST TO FLORIDA ST: STREET IMPROVEMENTS ON MYRTLE ST FROM DALKE AVE TO FRANCIS AVE		
1	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-0108 / 36341.0108	COLUMBIA ADD LTS 1 THRU 16 BLK 1 INCL N1/2 OF VAC DECATUR S T S OF & ADJ & VAC ALLEY IN BLK 1 EXC ROW TAKE DESC IN AFN 5 999318	ADDRESS UNKNOWN	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
SHUMAN, STEPHEN & DEBORA PO BOX 6332 SPOKANE WA 99217		SHUMAN, STEPHEN & DEBORA PO BOX 6332 SPOKANE WA 99217	.00	16,185.75
			DRIVEWAY	466.57
			DRIVEWAY TRANSITION	21.41
			MYRTLE STREET	15,697.77
2	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-0404 / 36341.0404	COLUMBIA ADD PT OF L5TO10 B4 ALL L5;L6&9 EXC ST;ALL L10	N 6116 FREYA ST	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
SALMON CREEK LEASING INC N 6116 FREYA ST SPOKANE WA 99217		SALMON CREEK LEASING INC N 6116 FREYA ST SPOKANE WA 99217 USA	4,282.55	13,428.86
			DRIVEWAY	305.52
			DRIVEWAY TRANSITION	339.62
			SEWER MAIN	1,996.07
			SIDE SEWER	1,318.88
			WATER MAIN	3,247.56
			WATER SERVICE	1,938.66
3	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-0407 / 36341.0407	COLUMBIA ADD.: LT11 BLK4.	E 3617 DALKE AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
SALMON CREEK LEASING AND INV N 6116 FREYA ST SPOKANE WA 99217		SALMON CREEK LEASING AND INV N 6116 FREYA ST SPOKANE WA 99217 USA	3,058.97	10,362.04
			DRIVEWAY	246.68
			DRIVEWAY TRANSITION	53.40
			SEWER MAIN	1,425.77
			SIDE SEWER	1,318.88
			WATER MAIN	2,319.68
			WATER SERVICE	1,938.66
4	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-0408 / 36341.0408	COLUMBIA ADD.: LTS12-14 BLK4.	E 3635 DALKE AV	Y

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION					
2009163 LID		STREET, WATER, AND SEWER IMPROVEMENTS IN DALKE AVEFROM FREYA ST TO FLORIDA ST: STREET IMPROVEMENTS O N MYRTLE ST FROM DALKE AVE TO FRANCIS AVE					
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT	
3D LLC		3D LLC		9,176.90		23,970.87	
N 6116 FREYA ST		N 6116 FREYA ST			DRIVEWAY	246.68	
SPOKANE WA		SPOKANE WA			DRIVEWAY TRANSITION	53.40	
99217		99217			SEWER MAIN	4,277.30	
USA		USA			SIDE SEWER	1,318.88	
					WATER MAIN	6,959.05	
					WATER SERVICE	1,938.66	
5		PARCEL-NO		LEGAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
		34631-0502 / 36341.0502		COLUMBIA ADD LTS 1 THRU 4 & LTS 11 THRU 14 BLK 5 INC VAC ALL BY LYG THEREIN		E 3718 DECATUR AV	Y
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT	
ARS PROPERTIES, LLC		ARS PROPERTIES, LLC		12,376.74		23,594.14	
E 110 PACIFIC		E 110 PACIFIC			WATER MAIN	9,278.74	
SPOKANE WA		SPOKANE WA			WATER SERVICE	1,938.66	
99202		99202					
6		PARCEL-NO		LEGAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
		34631-0503 / 36341.0503		COLUMBIA ADD LTS 5 THRU 10 BLK 5 INC VAC ALLEY LYG THEREIN		E 3715 DALKE AV	Y
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT	
LOSHBAUGH, E		LOSHBAUGH, E		9,282.56		18,669.72	
E 8210 HAMILTON RD		E 8210 HAMILTON RD			DRIVEWAY	489.45	
CHATTAROY WA		CHATTAROY WA			WATER MAIN	6,959.05	
99003-9761USA		99003-9761USA			WATER SERVICE	1,938.66	
7		PARCEL-NO		LEGAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
		34631-0601 / 36341.0601		COLUMBIA ADD LTS 1 TO 16 BLK 6 INC S1/2 OF VAC DECATUR S T LYG N OF & ADJ EXC RD		N 6103 MYRTLE ST	Y
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT	
SHUMAN, STEPHEN & DEBORA		SHUMAN, STEPHEN & DEBORA		23,020.04		35,711.71	
PO BOX 6332		PO BOX 6332			DRIVEWAY	268.33	
SPOKANE WA		SPOKANE WA			DRIVEWAY TRANSITION	19.11	
99217		99217			MYRTLE STREET	12,404.23	

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2009163 LID		STREET, WATER, AND SEWER IMPROVEMENTS IN DALKE AVE FROM FREYA ST TO FLORIDA ST: STREET IMPROVEMENTS ON MYRTLE ST FROM DALKE AVE TO FRANCIS AVE		
8	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-0704 / 36341.0704	COLUMBIA ADD L6TO8 B7	E 3808 DALKE AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
AMRINE, BONNIE J E 25517 RIVER RD OTIS ORCHARDS WA 99027-9444USA		AMRINE, BONNIE J E 25517 RIVER RD OTIS ORCHARDS WA 99027-9444USA	9,176.90	9,176.90
9	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-0709 / 36341.0709	COLUMBIA ADDITION LT 1 & E1/2 LT 2 BLK 7 (PARCEL A OF R OS #5679254 BK 133 PG 23) EXC RD	E 3836 DALKE AV	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
MANZAK, FRANK A & MELODY J E 8822 WOODLAND PARK DR SPOKANE WA 99217 USA		MANZAK, FRANK A & MELODY J E 8822 WOODLAND PARK DR SPOKANE WA 99217 USA	5,745.83	5,745.83
10	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-0710 / 36341.0710	COLUMBIA ADDITION W1/2 LT 2 & ALL LTS 3 THRU 5 BLK 7 (PARCEL B OF ROS #5679254 BK 133 PG 23)	E 3820 DALKE AV	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
MANZAK, FRANK A & MELODY J E 8822 WOODLAND PARK DR SPOKANE WA 99217 USA		MANZAK, FRANK A & MELODY J E 8822 WOODLAND PARK DR SPOKANE WA 99217 USA	10,698.03	12,183.83
			DRIVEWAY 369.72	
			DRIVEWAY TRANSITION 1,116.08	
11	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-0810 / 36341.0810	COLUMBIA ADD LTS 3 THRU 12 BLK 8	ADDRESS UNKNOWN	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
ABCO WOOD RECYCLING LLC PO BOX 1329 POST FALLS ID 83877		ABCO WOOD RECYCLING LLC PO BOX 1329 POST FALLS ID 83877	15,470.93	31,916.19
			DRIVEWAY 969.51	
			WATER MAIN 11,598.42	
			WATER SERVICE 3,877.33	
12	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-0811 / 36341.0811	COLUMBIA ADD LTS 1 & 2, BLK 8 & N1/2 OF VAC ALLEY LYG SLY &	N 6017 JULIA ST	Y

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2009163 LID		STREET, WATER, AND SEWER IMPROVEMENTS IN DALKE AVEFROM FREYA ST TO FLORIDA ST: STREET IMPROVEMENTS O N MYRTLE ST FROM DALKE AVE TO FRANCIS AVE		
=====				
ADJ TO SD LTS				
		DISTRICT		TOTAL
TAXPAYER	OWNER/PURCHASER	ASSESSMENT	SPECIAL ASSESSMENTS	ASSESSMENT
		=====		
NORTHWEST MAILING PROPERTIES, N 6017 JULIA ST SPOKANE WA 99217	NORTHWEST MAILING PROPERTIES, N 6017 JULIA ST SPOKANE WA 99217	6,188.37	DRIVEWAY 483.95	6,672.32
=====				
13	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
		=====		
34631-0909 / 36341.0909	34-26-43; COLUMBIA ADD LTS 1 THRU 6 BLK 9 EXC FREYA ST; TOG W/ N 1/2 VACATED ALLEY S OF AND ADJACENT TO COLUMBIA ADD LT S1-6 BLK9 (ORDINANCE C-34381).		E 3624 DALKE AV	Y
=====				
		DISTRICT		TOTAL
TAXPAYER	OWNER/PURCHASER	ASSESSMENT	SPECIAL ASSESSMENTS	ASSESSMENT
		=====		
HARLEY DOUGLASS, INC N 5620 FLORIDA SPOKANE WA 99217	HARLEY DOUGLASS, INC N 5620 FLORIDA SPOKANE WA 99217	16,708.60	DRIVEWAY 486.84 SEWER MAIN 7,699.14 SIDE SEWER 6,721.26 WATER MAIN 12,526.28 WATER SERVICE 1,938.66	46,080.78
=====				
14	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
		=====		
34631-3203 / 36341.3203	HILLYARD AC TRS ALL L6&7;N1/2 OF L8 B4 EXC ROW FOR DALKE PER AFN 6092616		E 4104 DALKE AV	
=====				
		DISTRICT		TOTAL
TAXPAYER	OWNER/PURCHASER	ASSESSMENT	SPECIAL ASSESSMENTS	ASSESSMENT
		=====		
TOMBARI FAMILY LIMITED, THE S 4102 REGAL STE 202 SPOKANE WA 99223	LTPH, TOMBARI FAM E 2720 SINTO AVE SPOKANE WA 99202-3659USA	23,582.23	DRIVEWAY 1,122.15 WATER SERVICE 5,816.00	30,520.38
=====				
15	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
		=====		
34631-3208 / 36341.3208	HILLYARD ACRE TRS N1/2 OF LTS 9 & 10 BLK 4 EXC RD		N 6024 MYRTLE ST	
=====				
		DISTRICT		TOTAL
TAXPAYER	OWNER/PURCHASER	ASSESSMENT	SPECIAL ASSESSMENTS	ASSESSMENT
		=====		
ALEX BUTTERS MASONRY PARTNERSH W 5511 BEDFORD AVE SPOKANE WA 99208-	ALEX BUTTERS MASONRY PARTNERSH W 5511 BEDFORD AVE SPOKANE WA 99208-	14,605.76	DRIVEWAY 365.60 SIDE SEWER 1,318.88 WATER SERVICE 1,938.66	18,228.90
=====				

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2009163 LID		STREET, WATER, AND SEWER IMPROVEMENTS IN DALKE AVE FROM FREYA ST TO FLORIDA ST: STREET IMPROVEMENTS ON MYRTLE ST FROM DALKE AVE TO FRANCIS AVE		
16	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-3301 / 36341.3301	HILLYARD AC TRS L1-2 B5; EXC ROW PER DEED APN 6095265	N 6126 MYRTLE ST	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ROBERTS, ROBERT J & DONNA M S 7710 FRONTAGE RD BILLINGS MT 59101-	ROBERTS, ROBERT J & DONNA M S 7710 FRONTAGE RD BILLINGS MT 59101-	11,565.41	DRIVEWAY 959.81 DRIVEWAY TRANSITION 44.17 MYRTLE STREET 12,756.29 SIDE SEWER 1,318.88	26,644.56
17	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-3302 / 36341.3302	HILLYARD AC TRS LTS 3-4 BLK 5 EXC RD	E 4111 DALKE AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HATTENBURG, MELVIN R & LOIS V N 12918 FREYA ST MEAD WA 99021-8921USA	HATTENBURG, MELVIN R & LOIS V N 12918 FREYA ST MEAD WA 99021-8921USA	15,721.48	DRIVEWAY 1,167.13 DRIVEWAY TRANSITION 220.41 MYRTLE STREET 787.69 SIDE SEWER 756.87 WATER SERVICE 1,938.66	20,592.24
18	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-3303 / 36341.3303	HILLYARD AC TRS LT5 BLK 5 EXC RD	N 6105 FLORIDA ST	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
TOMBARI INVESTMENTS, LLC S 4102 REGAL STE 202 ST SPOKANE WA 99223	TOMBARI INVESTMENTS, LLC S 4102 REGAL STE 202 ST SPOKANE WA 99223	7,860.74	SIDE SEWER 3,956.65	11,817.39
19	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-3305 / 36341.3305	HILLYARD AC TRS L8 B5 EXC N 11 FT FOR RD ROW	E 4030 FRANCIS AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HATTENBURG, MELVIN R & LOIS V N 12918 FREYA ST MEAD WA 99021-8921USA	HATTENBURG, MELVIN R & LOIS V N 12918 FREYA ST MEAD WA 99021-8921USA	.00	MYRTLE STREET 1,767.17	1,767.17

LDRP11
05/28/13 11:35 AM

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

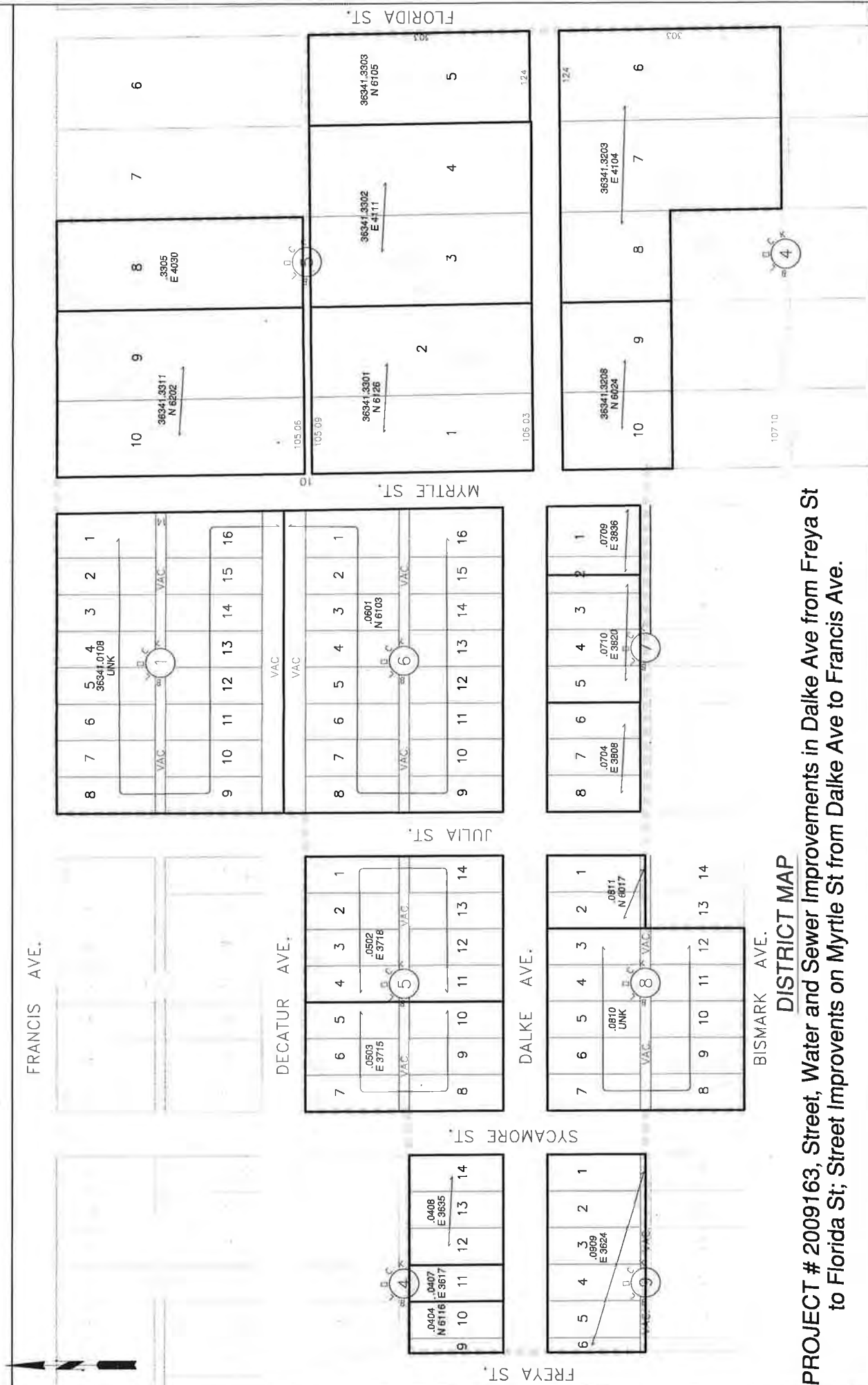
PAGE 7

PBWK FILE		PROJECT DESCRIPTION					
2009163 LID		STREET, WATER, AND SEWER IMPROVEMENTS IN DALKE AVEFROM FREYA ST TO FLORIDA ST: STREET IMPROVEMENTS ON MYRTLE ST FROM DALKE AVE TO FRANCIS AVE					
20	PARCEL-NO	LEGAL-DESCRIPTION				PARCEL ADDRESS	P-SIGN
	34631-3311 / 36341.3311	HILLYARD ACRE TRACTS	LOTS 9-10	BLK 5	EXC RD	N 6206 MYRTLE ST	N
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT		SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
CLARK, KEITH V & PATRICIA M		CLARK, KEITH V & PATRICIA M		.00			18,367.45
N 8026 MARKET ST		N 8026 MARKET ST				DRIVEWAY	380.32
SPOKANE WA		99207-8107USA	SPOKANE WA	99207-8107USA		DRIVEWAY TRANSITION	275.03
						MYRTLE STREET	17,712.10

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE	PROJECT DESCRIPTION
2009163 LID	STREET, WATER, AND SEWER IMPROVEMENTS IN DALKE AVE FROM FREYA ST TO FLORIDA ST: STREET IMPROVEMENTS ON MYRTLE ST FROM DALKE AVE TO FRANCIS AVE

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
DISTRICT	ZONE TERMINI	ZT
DRIVEWAY	RELATIVE COST	RC
DRIVEWAY TRANSITION	RELATIVE COST	RC
SEWER MAIN	RELATIVE COST	RC
SIDE SEWER	RELATIVE COST	RC
WATER MAIN	RELATIVE COST	RC
WATER SERVICE	RELATIVE COST	RC
MYRTLE STREET	RELATIVE SCALER	RS



PROJECT # 2009163, Street, Water and Sewer Improvements in Dalke Ave from Freya St to Florida St; Street Improvements on Myrtle St from Dalke Ave to Francis Ave.

**Agenda Sheet for City Council Meeting of:**

06/10/2013

Date Rec'd

5/29/2013

Clerk's File #

PRO 2013-0013

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

GARY NELSON 625-6678

Project #

2012119

Contact E-Mail

GNELSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

BT

Agenda Item Name

0370-KPFF - UNIVERSITY PLACE PED OVERPASS

Agenda Wording

Local Agency Standard Consultant Agreement with KPFF Consulting Engineers for University Place Pedestrian Overpass in the amount of \$1,352,519.10.

Summary (Background)

Consultant Agreement for University Place Pedestrian Overpass Plans, Specifications and Engineer's Construction Cost Estimate. The overall objective of this project is to carry the preferred alternative from the Type, Size and Locations Study through to final design. Requests for Qualifications were solicited and KPFF was selected as the most qualified firm.

Fiscal Impact**Budget Account**

Expense \$ 1,352,519.10

3200 95023 95100 56501

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TAYLOR, MIKE

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

sdecker@spokanecity.org

For the Mayor

SANDERS, THERESA

pdolan@spokanecity.org

Additional Approvals

mlesesne@spokanecity.org

Purchasing

jmallahan@spokanecity.org

<h2 style="margin: 0;">Local Agency Standard Consultant Agreement</h2>	Consultant/Address/Telephone KPFF Consulting Engineers 1601 Fifth Avenue, Suite 1600 Seattle, WA 98101 (206) 622-5822
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____	Project Title And Work Description University Place Pedestrian Overpass Plans, Specifications and Engineer's Construction Cost Estimate. The overall objective of this project is to carry the preferred alternative from the Type, Size, and Location Study through to final design. City of Spokane Project No. 2012119
Federal Aid Number n/a	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate <u>145.16</u> % Fixed Fee \$ <u>61,477.60</u> <input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	
<div style="display: flex; justify-content: space-between;"> <div> DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % </div> <div> Federal ID Number or Social Security Number <u>91-0755897</u> </div> </div> <div style="display: flex; justify-content: space-between;"> <div> Do you require a 1099 for IRS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> Completion Date <u>August 30, 2014</u> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Total Amount Authorized \$</div> <div><u>1,277,519.10</u></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Management Reserve Fund \$</div> <div><u>75,000.00</u></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Maximum Amount Payable \$</div> <div><u>1,352,519.10</u></div> </div>	

Index of Exhibits (Check all that apply):

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

THIS AGREEMENT, made and entered into this _____ day of _____, _____,
 between the Local Agency of _____ the City of Spokane _____, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

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

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

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

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

I General Description of Work

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

II Scope of Work

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

III General Requirements

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

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

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

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

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

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

IV Time for Beginning and Completion

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

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

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

V Payment Provisions

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

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

VI Sub-Contracting

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

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

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

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

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

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

VII Employment

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

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

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

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

VIII Nondiscrimination

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

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

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

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

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

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

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

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

IX Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X Changes of Work

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

XI Disputes

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

XII Venue, Applicable Law, and Personal Jurisdiction

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

XIII Legal Relations

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

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

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

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

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

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

Insurance Coverage

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

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

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

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

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

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

XIV Extra Work

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

XV Endorsement of Plans

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

XVI Federal and State Review

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

XVII Certification of the Consultant and the Agency

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

XVIII Complete Agreement

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

XIX Execution and Acceptance

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

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

By  By _____

Consultant KPFF Consulting Engineers Agency City of Spokane

Attest:

Approved as to form:

City Clerk


Assistant City Attorney

Exhibit A-1 Scope of Work

University Place Pedestrian Overpass Plans, Specifications, and Engineer's Construction Cost Estimate

PROJECT DESCRIPTION

The Burlington Northern/Santa Fe railroad tracks stand as a barrier between the southern portion of the University District and the greater University District area. The University Place Pedestrian Overpass Study has been completed and a preferred bridge type, size and location selected. This project shall pick up where the study ended and carry the preferred alternative through to final design.

PROJECT OBJECTIVES

The overall objective of this project is to develop a non-motorized connection from the Sprague area and medical district to the south of the rail corridor to the Riverpoint Campus academic facilities north of the rail corridor. The bridge providing the link between these areas is intended to create a sense of place and support future development in the Sprague area.

This scope of work is primarily for the Plans, Specifications, and Engineer's Construction Cost Estimate (PS&E) Phase, which includes surveying, project aesthetics, civil and structural engineering, geotechnical exploration, urban planning and design, permitting assistance, public involvement and real estate appraisal. These tasks will develop the previously selected preferred alternative into construction ready contract documents.

This project will take place in two phases, which include the following:

- Plans, Specifications and Cost Estimate (PSE)
 - Completion of 30%, 60% and 100% (Final) PSE plan documents
 - Contract specifications
 - Engineer's cost estimate
- Construction Support Services (CSS)

At the conclusion of the design, the KPFF team will provide construction support services to assist the City in the advertising and construction of the project.

PROJECT TEAM

The project team is made up of the following:

Owner	City of Spokane
Prime Consultant	KPFF Consulting Engineers, Inc
Structural Engineering	KPFF Consulting Engineers, Inc
Civil Engineering	KPFF Consulting Engineers, Inc
Urban Planning	LMN Architects
Bridge Architecture	LMN Architects
Landscape Architecture	Sherry Pratt Van Voorhis, PS
Environmental Services	GeoEngineers, Inc.
Geotechnical Engineering	GeoEngineers, Inc.
Mechanical/Electrical Engineering	MW Consulting Engineers
Surveying	Taylor Engineering, Inc.
Public Involvement	Northwest Dynamics, Inc.
Cost Estimating & Constructability	Jonasson Consultants

SCOPE OF WORK

The following is a scope of work for the project.

TASK NO. 1.0 – PROJECT MANAGEMENT AND ADMINISTRATION

Task No. 1.10 – Project Schedule

A project design schedule shall be created in Microsoft Project that spans from the notice-to-proceed for the supplemental work to the completion of the PSE documents. The schedule shall be updated on an as needed basis.

Task No. 1.20 – Design Team Supplemental Agreements

KPFF shall prepare supplemental contracts for LMN Architects, Sherry Pratt Van Voorhis, GeoEngineers, Inc., MW Consulting Engineers, Taylor Engineering, Inc., Northwest Dynamics, Inc., and Jonasson Consultants.

Task No. 1.30 – Progress Reports

A progress report form shall be provided to each team member. This form shall be filled out on a monthly basis and submitted with the invoice for the work described in the progress report. KPFF shall then compile the reports into a single document to be submitted to the City with the associated monthly invoice.

Task No. 1.40 – Invoices

Team members are to prepare monthly invoices for work completed. KPFF shall compile the invoices into a single document to be submitted to the City.

Task No. 1.50 – Team Meetings

The consultant team shall meet with the City on a monthly basis to discuss project issues, schedule, progress, and general coordination of effort. The consultant team shall meet internally on a monthly basis to coordinate project tasks and design.

Deliverables

- Project schedule with monthly updates
- Monthly progress reports and invoices
- Team meetings
 - Participation in project meetings with the City (assume 12 meetings)
 - Participation in internal consultant team meetings with the City (assume 12 meetings)

TASK NO. 2.0 – TOPOGRAPHIC AND BOUNDARY SURVEY

Taylor Engineering, Inc. will be providing survey services on this project.

Task No. 2.10 – Final Trail Alignment

Subtask No. 2.11 - Additional Topographic Survey

A field survey will be performed using a combination of conventional and GPS survey techniques to obtain necessary ground information and supplemental mapping detail. Specifically, this survey will include the new MLK Jr. right of way improvements within the project corridor, an expansion to the north of the existing topographic survey for the north landing area, property and right of way lines within the project corridor including found survey monumentation, spot elevations within these additional areas at an approximate 25-ft grid, additional top of rail and railroad sign bridge elevations, and verification of existing utilities including invert elevations, pipe sizes and material.

This survey will be performed using the same horizontal and vertical datums of the existing topographic survey. This additional field data will be added to supplement the existing topographic survey base drawing.

The survey digital file shall be formatted to be compatible with Civil 3D terrain modeling software.

Task No. 2.20 – Right of Way and Easement Acquisition

Subtask No. 2.21 - Title Report Review

Title reports will be ordered for each parcel that may require acquisition for right of way or for easement. It is assumed that approximately 15 reports will be required. These reports will be reviewed to confirm current ownership, record deed descriptions, and all matters, including record easements benefiting the property, record easements or servitude's and covenants affecting the property, documents of record referred to in the above-cited documents, and any other recorded documents referenced containing appropriate information affecting the properties. All plottable items will be added to the topographic survey base map.

Subtask No. 2.22 - Acquisition Staking

For purposes of appraisal and final determination of location of easements and acquisition, the limits of the proposed easements and proposed acquisition areas will receive temporary staking, consisting of 3-ft wood lath and high visibility flagging. Prior to this staking, right of entry letters will be sent to all affected property owners to assure the grant of access for this task. This task assumes that staking will be performed one-time only. Any restaking due to disturbance of stakes or revised areas of take or easement would be provided as an extra on an hourly basis.

Subtask No. 2.23 - Right of Way and Easement Descriptions

Necessary research and calculations to prepare and provide descriptions and sketches noting each of the locations of the properties being described will be performed. The City shall be responsible for providing the design team with sufficient details of the affected properties, and locations of proposed easements. This scope assumes that a maximum of 15 descriptions may be required. Preparation of the proper instruments of conveyance and recording of those documents will be performed by others.

Subtask No. 2.24 - Quality Control Review of Right of Way Plans

The prepared right of way plans will be reviewed for accuracy and clarity as they relate to survey data and ownership. In performing this review, the right of way plans will be compared with the previously provided title reports, previously prepared descriptions, the topographic base mapping, and all record plats and surveys.

Subtask No. 2.25 - Final Right of Way Monumentation

All corners, angle points and any points of curvature will be monumented as prescribed by local and state code to define the limits of all right of way acquisitions. Any points found to have been previously monumented will be referenced only. Monumentation will consist of setting 5/8" rebar with a cap marked by a Professional Land Surveyor. Said monumentation will be performed in compliance with the Washington State Survey Recording Act. In compliance with state code, a Record of Survey will be prepared and recorded with the County Auditor's Office.

Assumptions/exclusions

- The cost for title report review assumes approximately 15 reports to be reviewed and does not include title company charges for producing the reports. If it is determined that substantially more reports are required, the client will be contacted to discuss possible additional fees for review. Currently, title company fees are approximately \$320 per report.
- Right of way acquisition and easement descriptions assume an approximate maximum of 15 descriptions being prepared. If it is determined that substantially more descriptions may be required, the City will be contacted to discuss any possible additional expenses.

Deliverables

- Revised topographic survey base map
- Right of way and easement descriptions
- Final right of way monumentation

TASK NO. 3.0 – SUPPLEMENTAL GEOTECHNICAL INVESTIGATION AND RECOMMENDATIONS

GeoEngineers will provide a supplemental geotechnical engineering evaluation for design and construction of stormwater management facilities. As requested, consultation services during final design of the pedestrian bridge will be provided, as well as associated retaining walls and access ramps.

Assumptions

- Geotechnical report completed by GeoEngineers dated April 9, 2012 is sufficient for final design of the Pedestrian Bridge.

Task No. 3.10 – Final Geotechnical Investigation and Consultation

Task No. 3.11 – Test Pit Explorations & Utility Locate

Exploration of soil and groundwater conditions at proposed stormwater management areas will be performed by excavating two to four test pits to depths ranging between 10 and 14 feet below existing site grade, or to refusal, whichever occurs first. Test pit explorations will be completed using a subcontracted excavator and operator. Representative soil samples of each encountered soil unit will be collected from the test pits and returned to GeoEngineers' laboratory for additional characterization and testing. Infiltration tests are not planned at the site. It is assumed the test pit exploration program will be completed in one, 8-hour day.

A representative of GeoEngineers will mark the test pit locations in the field and complete an underground utility locate (One-Call Notification). GeoEngineers will prepare the necessary documents and coordinate with property owners to access private properties. GeoEngineers will keep the City informed regarding activities related to access to private property.

Task No. 3.12 - Laboratory Testing

Laboratory testing will be performed to assess pertinent physical and engineering characteristics of soil encountered. Laboratory tests will include four gradation analyses and four moisture content determinations, completed in accordance with applicable ASTM International test methods. (Analytical tests to quantify soil contamination are not part of this scope, and will be performed under Task 5.0 Environmental Services, as necessary.)

Task No. 3.13 - On-Site Stormwater Disposal Feasibility

GeoEngineers will evaluate the feasibility of on-site disposal of stormwater. The assessment will be based on conditions encountered during test pit explorations, results of laboratory testing and information provided by KPFF, specifically preliminary estimates of stormwater volumes. Lab data will be used to develop infiltration rates and allowable drywell discharge rates in general accordance with the Spokane Regional Stormwater Manual.

Task No. 3.14 - Consultation and Coordination

Consultation during design will be provided to give assistance regarding known or anticipated geotechnical issues that should be considered during final design or that could influence construction. The discussion will include methods to mitigate such issues. GeoEngineers has assumed participation in up to six internal meetings for consultation during design, as requested by the City of Spokane and KPFF.

Task No. 3.15 – Geotechnical Report

Deliverables will include a draft supplemental report containing geotechnical findings, conclusions and recommendations. A final supplemental report will be prepared that contains the results of mutually agreed-upon comments from other team members. Technical memoranda will be provided to document consultation during design, as necessary.

Deliverables

- Draft Supplemental Geotechnical Report
(Two hardcopies, one electronic copy)
- Final Geotechnical Report
(Three hardcopies, one electronic copy)
- Technical Memoranda
(Three hard copies, one electronic copy)

TASK NO. 4.0 – BRIDGE AESTHETICS COLLABORATION

LMN will collaborate with the team on details and the overall bridge and approach structure aesthetics, and will provide input to documentation supporting the PSE effort. This will include further refinement of the architectural definition of the cable-stay draping geometry and connection details, the signature arch central pier shape and finishes, lighting, handrails and the railroad throw barrier. LMN will develop a digital 3D model for purposes of refining the bridge structure and approach ramp design. This model will be used for providing sketch renderings and graphics for design development conversations.

Task No. 4.10 – Design Development and Coordination (30% PSE)

LMN shall submit a written Draft Basis of Design to summarize the architectural design process and criteria, and shall provide design option sketch graphics for design workshops. LMN shall document, in drawings, the Draft Basis of Design for the 30 Percent PS&E Submittal. In addition to Preferred Alternative Graphics included in the deliverables below, LMN shall coordinate the development of sketch renderings.

Architectural coordination will be conducted for the following components:

Bridge Structure

- Pier geometry coordination
- Bridge color scheme
- Stay-cable connections to:
 - Bridge deck
 - Pier
- Stay-cables
- Bridge deck
- Handrail system
- Light fixture coordination

Approach Ramps

- Path surface treatments
- Structural earth wall treatments
- Handrail system

Creation of 30 Percent PS&E Submittal:

- Draft Basis of Design
- 30% level plan set (3 sets – 11x17)

Task No. 4.20 – Design Development and Coordination (60%-100%)

LMN shall provide architectural design, coordination and documentation services for the pedestrian bridge and east and west approaches for the 60, 90, and 100 Percent PS&E Submittals. Work shall include refinement of the Draft Basis of Design, coordinating the architectural design with associated engineering disciplines, construction documentation of the architectural components of the design, and preparation of architectural specifications.

The remaining bridge architectural elements include: the further refinement of the architectural & engineering definition of the cable-stay draping geometry and connection details, the signature arch central pier shape and finishes, lighting, deck and approach services, handrails and the railroad throw barrier.

In addition, coordination will need to take place with stakeholders wishing to utilize the bridge to carry their utilities across the BNSF tracks, MLK Jr. Way and the STA corridor. Avista Utilities made it known during the TSL study that they would like to coordinate the use of the bridge to support some of their utilities.

Deliverables

- Workshop Graphics will include 10 sketches to demonstrate the design direction of the following:
 - Pier Alternative Sketches
 - West Approach Sketches
 - East Approach Sketches
 - Connection Detail Sketches
 - Surface Finish Examples
 - Color Examples
- Preferred Alternative Graphics:
 - Three (3) "Sketch-Up" quality renderings.
- Architectural Plan Sheets (Assume a sheet count of 8 sheets):
 - Codes, Notes And Symbols
 - Enlarged Bridge Sections (2 Sheets)
 - Enlarged Pier Miscellaneous Details (2 Sheets)
 - Enlarged East Approach Sections
 - Enlarged West Approach Sections
 - Bridge Handrail Sections
 - Bridge Throw Barrier Details
- 60 Percent PS&E Submittal:
 - Final Basis of Design
 - 60% level plan set (3 sets – 11x17)
 - Specification Outline (3 copies)
 - Response to City 30% PSE Comments (3 copies)
- 90 Percent PS&E Submittal:
 - 90% level plan set (3 sets – 11x17)
 - Draft Specifications (3 copies)
 - Response to City 60% PSE Comments (3 copies)
- Final PS&E Submittal:
 - Final plan set (3 sets – 11x17)
 - Final Specifications (3 copies)
 - Response to City 90% PSE comments (3 copies)

TASK NO. 5.0 – ENVIRONMENTAL SERVICES

GeoEngineers' environmental services will include: a follow-up visual reconnaissance of the Shreiner property (which could not be accessed during the previous Phase I ESA); a Phase II Environmental Site Assessment (Phase II ESA) to assess those recognized environmental conditions (RECs) identified in the previous Phase I ESA that directly affect the project site; cultural monitoring during earth moving activities; and, if needed based on the results of the Phase II ESA, prepare a Cleanup Action Plan (CAP) for the remediation and disposal of contaminants of concern (COC) that are identified during this assessment.

Task No. 5.10 – Follow-up Visual Reconnaissance – Shreiner Property

GeoEngineers could not access the Shreiner property during the previous Phase I ESA visual reconnaissance. After site access is obtained by the City of Spokane, GeoEngineers will conduct a visual reconnaissance of the property, including site structures, and identify potential RECs. In the event that RECs are identified for the property, GeoEngineers will include further assessment of the RECs during Phase II ESA field activities (see Phase II ESA below). Results of the visual reconnaissance will be summarized in the Phase II ESA report (see Task 5.20).

Task No. 5.20 – Phase II ESA

GeoEngineers will advance a total of five soil borings, each to a total depth of 10 feet (ft.) below ground surface (bgs). Four borings will be advanced in the area of the north bridge landing and one boring in the area of the south bridge landing (within the Shreiner property), if needed. Soil samples will be collected from each of the five borings; one sample from each boring will be submitted to a Washington State certified laboratory under standard chain of custody procedures and analyzed for total petroleum hydrocarbons using the Northwest Total Petroleum Hydrocarbon-Hydrocarbon Identification (NWTPH-HCID) Method and Resource Conservation and Recovery Act (RCRA) 8 metals using EPA 6000/7000 Series Methods. Analyzing select samples for gasoline-, diesel-, and oil-range petroleum hydrocarbons by Northwest Methods NWTPH-Gx and NWTPH-Dx, volatile organic compounds (VOC) by EPA Method 8260 and semivolatile organic compounds (SVOC) by EPA Method 8270 is also anticipated. GeoEngineers also will collect one, three-point composite soil sample from the stockpile located on the Judd property (identified as a REC in the Phase I ESA report). This sample will be analyzed for each of the constituents listed above.

GeoEngineers will prepare a report summarizing the findings of the follow-up visual reconnaissance and the results of the Phase II ESA. Recommendations for further action (if needed) will also be included along with appropriate support documentation.

Assumptions

- The City of Spokane will negotiate access to the site on GeoEngineers' behalf.
- Up to five soil borings will be advanced to a depth of 10 ft. bgs or refusal, whichever is encountered first.
- No more than one round of assessment activities will be required.

Deliverables

- Draft follow-up visual reconnaissance and Phase II ESA report (one electronic copy).
- Final visual reconnaissance and Phase II ESA report (two hardcopies, one electronic copy).

Task No. 5.30 – Cleanup Action Plan

If COC are detected above applicable cleanup levels in samples analyzed from the Phase II ESA, environmental remediation may be warranted. GeoEngineers will prepare a CAP that could be included in the City's specification package to inform bidders of the procedures required to excavate and remove contaminated material from the project site. The CAP will include details on how to best manage (handle, stockpile, characterize for disposal, transport and dispose off-site to an appropriately-permitted landfill) contaminated soil during construction. The CAP will be executed by the contractor prior to or during construction.

Assumptions

- Observation and documentation services during environmental remediation are not considered part of this scope. If these services are required, a separate scope and budget will be prepared and submitted for approval at that time.
- Groundwater management services are not considered part of this scope. If these services are required, a separate scope and budget will be prepared and submitted for approval at that time.

Deliverables

- Draft CAP (one electronic copy)
- Final CAP (six hard copies, one electronic copy)

Task No. 5.40 – Archaeological Monitoring

GeoEngineers will subcontract with Historical Research Associates, Inc. (HRA) to complete professional archeological monitoring in accordance with the Department of Archeology and Historical Preservation (DAHP) request found with the August 29, 2012 concurrence letter. HRA will notify local Tribal representatives of the proposed monitoring activities (following approval by the City of Spokane) and invite them to be in attendance during monitoring

activities if they choose. HRA will also review the April 26, 2012 Cultural Resources report, which was prepared by GeoEngineers and submitted to the City, to identify the areas on-site that might have the highest potential for discovery of buried archeological materials. Following the cultural report review, HRA will prepare an archeological monitoring plan to be used on site during monitoring activities.

HRA will be on-site to monitor soil disturbing activities in the areas of highest potential to contain buried archeological materials, as identified in the April 26, 2012 Cultural Resources report. If archeological materials are identified during soil disturbing activities, HRA will recommend that work be stopped within the area of the archeological discovery until proper authorities can be notified and appropriate action taken.

Following the completion of HRA's monitoring activities, they will prepare a short letter report documenting sight observations and activities, as appropriate. The report will be submitted to the City within 20 days of soil disturbing activities.

Assumptions

- At no time during this project will GeoEngineers or HRA have the authority to stop work. GeoEngineers or HRA may recommend temporary work stoppage in the event that archeological materials are encountered; however, it will be the responsibility of the City of Spokane to make the final determination on all work stoppage.
- It is assumed that no archeological sites will be encountered during the monitoring.
- No more than 10 days of archeological monitoring will be required.
- If more than 10 days of archeological monitoring are required or archeological sites are discovered, a separate scope and budget will be prepared and submitted for approval at that time.

Deliverables

- Final monitoring report (three hardcopies, one electronic copy)
Please note: No draft monitoring report will be generated.

Task No. 5.50 – Permitting Services

Based on information obtained from the City Engineering Services Department, GeoEngineers understands that all State Environmental Policy Act (SEPA) and Environmental Classification Summary (ECS) permits and forms have been completed and approved by the appropriate jurisdictional agencies. Therefore, no further permitting is required for the project at this time.

Task No. 5.60 – Consultation and Internal Team Meetings

Consultation during design will be provided, as requested. GeoEngineers has assumed participation in up to six internal meetings for consultation during design, as requested by the City of Spokane and KPFF.

TASK No. 6.0 – PUBLIC INVOLVEMENT

Northwest Dynamics (NWD) will participate in a number of public involvement meetings and workshops, which are further outlined in this section. Preparation, attendance, and post-meeting efforts are included in this scope for each meeting or workshop described.

Task No. 6.10 – Project Kick-off Meeting

NWD will participate in the project kick-off team meeting. This includes preparing necessary materials prior to the kick-off meeting and contributing to the review of meeting summary or minutes.

Task No. 6.20 – Transit Connectivity

NWD will work with the Spokane Transit Authority (STA) to define the connectivity at both approaches including, but not limited to, the possibility of locating a transit hub at the north approach, and providing bus access to the south approach. Two meetings with the Spokane Transit Authority and presentation at a transit related public open house are assumed.

Task No. 6.30 – South Approach & Connectivity Coordination

NWD will work with the City to finalize the character of the south approach and its connectivity with Riverside and Sprague Avenues, as well as Grant and Sheridan Streets. Discussions will be held regarding the final design of the corridor extension for Sherman Street and its intersection with Sprague Avenue, and a second look at the characteristics of the Grant/Riverside/Sheridan corridor may be required. Four meetings with the City and Sprague Avenue stakeholders are assumed.

Task No. 6.40 – Washington State University Property Acquisition and Campus Connectivity

NWD will attend up to three meetings with Washington State University (WSU) and its stakeholders in order to finalize acquisition of the property required for the north landing. This will include finalizing the connectivity to the campus and beyond.

Task No. 6.50 – Private Property Acquisitions at South Landing

NWD anticipates attending one day of meetings with the private property owners to assist in finalizing the amount of property needed for the south landing.

Task No. 6.60 – Project Vernacular

NWD will attend up to two meetings with the City for determining the vernacular of the project for the campus side on the north, and the urban environment on the south. Additionally, the remaining bridge architectural elements to discuss include:

- Refinement of the architectural & engineering definition of the cable-stay draping geometry and connection details
- The signature arch central pier shape and finishes
- Lighting
- Handrails
- The railroad throw barrier.

Task No. 6.70 – Utility Coordination

NWD will participate in one meeting for coordination with stakeholders wishing to utilize the bridge to carry their utilities across the BNSF tracks, MLK Jr. Way, and the STA corridor. Avista Utilities made it known during the Type, Size, and Location Study that they would like to coordinate the use of the bridge for support of their utilities.

Task No. 6.80 – Public Open House #1

Background

The approach landings on both sides of the bridge will consist of a landform with a generous sweeping trail alignment for easy bike access, and an open feel. Grand stair access is provided for pedestrians, and will function as an anchor for the landings. The landforms will require walls for landscape features, and as a means for practical containment.

Public interest in the structure can be gained through pavement design by selecting materials which will enhance the function and aesthetic of the landing. Permeable paving systems will be utilized to the greatest extent possible in order to assist in meeting Low Impact Development standards.

Task

Wall forms, wall textures, and paving materials will be studied during 30% design for function, costs, and aesthetics. NWD anticipates holding two planning meetings as preparation for attending the first of two public open houses for the public, WSU, and property owners.

Task No. 6.90 – Public Open House #2

NWD anticipates holding two planning meetings as preparation for attending the second of two public open houses for the public, WSU, and property owners.

Deliverables

- Meeting Preparation
- Post-meeting efforts (i.e. review of meeting minutes)
- Participation in two (2) public open houses

TASK NO. 7. 0 – CIVIL ENGINEERING

KPFF shall perform the civil engineering work for the preparation of Plans, Specifications, and Estimate (PSE) of the University District Pedestrian/Bicycle Bridge. The construction documents shall be used for obtaining construction permits and for the construction of the proposed improvements.

KPFF Civil will be responsible for the design and documentation of the following elements:

- Horizontal and vertical control of the bridge alignment in relation to existing terrain and improvements. Major bridge and landing elements will be tied to established survey monumentation.
- Site preparation and erosion control documentation.
- Pavement design for asphalt and concrete pavements based on GeoEngineer's recommendations. This includes porous pavement design.
- Grading for landings and street improvements. Grading will include both spot elevations and contours necessary for construction. KPFF will provide wall elevation profiles and top and bottom of wall elevations on plans.
- Drainage control for all proposed improvements. All surface drainage shall be disposed of on-site using infiltration swales. Water quality facilities will be utilized for city street improvements.
- Utility relocations necessary for the construction of the proposed improvements. KPFF will provide water main extensions necessary for irrigation.
- Street improvement plans for Sprague Avenue, Sherman Street and Riverside Avenue. The plans are comprehensive showing paving, drainage, utilities and horizontal control for elements designed by others, such as landscaping and street lighting. KPFF will provide standard MUTCD street signage and channelization. Specifically, the street improvement scope is as follows:
 - Improvements to Sprague are confined to the intersection with Sherman. Specifically, providing curb bulbs with wheelchair ramps on all corners, a driveway curbcut at the north side of the intersection, and crosswalk striping. No other improvements to Sprague are anticipated, such as drainage, lighting, etc.
 - Improvements to Sherman are confined to the intersection with Sprague and a new extension to Riverside Avenue.
 - Improvements to Riverside are confined to only providing asphalt over crushed rock pavement section the width of the Sherman Street extension. No other improvements are anticipated, such as drainage, utilities, lighting, etc. Given the extreme poor condition of Riverside Avenue, we recommend the City set aside a contingency for improving this road between Grant and Sheridan Streets.

In addition, KPFF will prepare cost estimates for civil design elements utilizing our cost database, City, County and WSDOT bid tabs and contacting contractors to verify major cost elements. The cost estimating effort includes a budget reconciliation effort with the City and design team prior to moving on to the next design phase.

Assumptions

- Landscape architect will provide horizontal control for landscaping, wayfinding signage, site furniture, paver layout and non-standard hardscape scoring.
- Landscape architect will provide grading concepts for landscape areas, however, final documentation of all grading will be on civil plans.
- Landscape architect will design all irrigation needs for landings and city street trees.
- Electrical engineer will document electrical demolition.
- Lighting designer will document lighting for bridge, landings and city street improvements.
- Environmental engineer will document hazardous waste removal, if necessary.
- Undergrounding of existing overhead utilities is not required for this project.
- Sanitary sewer service is not required for this project.
- Improvements to City Streets and the extension of Sherman Street will not require new utility main extensions.
- Power and communication utility routing on bridge is by others.

Task No. 7.10 – Project Administration

Task No. 7.11 – General Administration

KPFF Civil will assist in scope of work definition, provide input and review project schedule and work plan and provide monthly progress reports necessary for invoicing.

Task No. 7.12 – Coordination

KPFF Civil will coordinate with all project stakeholders, permitting authorities and design team consultants to achieve necessary approvals and the civil design elements are well coordinated, within the time and budget constraints of the project, constructible and generally meets the expectations of the project stakeholders. Specifically, KPFF will coordinate with our subconsultants, the City of Spokane, BNSF, WSU, Spokane Transit Authority, and private utility purveyors.

Task No. 7.13 – Permitting Assistance

KPFF Civil will provide input to SEPA Checklist prepared and Storm Water Pollution Prevention Plan narratives prepared by others. KPFF will also provide general permitting assistance.

Task No. 7.14 – Meetings

KPFF Civil will participate in the following meetings:

- Monthly coordination meetings with the City of Spokane (6)
- Monthly team coordination meetings (12)
- Public Open House Events (2)
- Meeting with Spokane Transit Authority (1)
- Meetings with City Streets Stakeholders (4)
- Meetings with WSU (3)
- Meetings with private utility purveyors (2)

Task No. 7.20 – 30% Construction Documents

KPFF Civil will prepare 30 percent level plans per the list outlined at the end of this section. The purpose of this design phase is to confirm the bridge and landing concept design in the TS&L report, establish a firmer concept for the proposed street improvements, establish the drainage approach and have enough documentation for pricing. This phase will require much interaction with project stakeholders.

Assumptions

- Site Preparation and Erosion Control plans are not included in the 30% submittal.
- Detail sheets are not included in the 30% submittal.

Task No. 7.30 – 60% Construction Documents

KPFF Civil will prepare 60 percent level plans and specifications per the list outlined at the end of this section. The purpose of this design phase is to firmly establish all project design elements with enough documentation to feel confident of the cost estimate and coordination with all stakeholders and design team members. This set is expected to be submitted for initial permit reviews.

Task No. 7.40 – 90% Construction Documents

KPFF Civil will prepare 90 percent level plans and specifications per the list outlined at the end of this section. The purpose of this design phase is to complete the construction documents and confirm cost estimates. There should be no major changes to the program in this phase. All detailing will be completed at this stage of design.

Task No. 7.50 – Final Construction Documents

KPFF Civil will finalize plans and specifications based on 90 percent review comments and final internal QA/QC. The purpose of this design phase is to finalize the construction documents for bid.

Deliverables (Electronic and Hard Copies)

Anticipated Civil Plan Sheets (Sheet Count: ±33)

- Civil Plans (Bridge and Landings)
 - Civil Legend and Abbreviations
 - Civil Notes
 - General Site Plan
 - Horizontal Control Plan (Alignment)
 - Existing Conditions (2 sheets)
 - Site Preparation Plan (Demolition)
 - Temporary Erosion and Sediment Control Plan
 - Temporary Erosion and Sediment Control Details (2 sheets)
 - North Landing Paving and Horizontal Control Plan
 - South Landing Paving and Horizontal Control Plan
 - Horizontal Control Enlargement Plan
 - Paving Sections and Details (2 sheets)
 - North Landing Grading and Drainage Plan
 - South Landing Grading and Drainage Plan
 - Wall Elevations
 - Grading and Site Sections (2 sheets)
 - Drainage Sections and Details (2 sheets)
 - North Landing Utility Plan
 - South Landing Utility Plan
 - Utility Profiles, Sections and Details
- Public Works Street Improvement Plans
 - Cover Sheet
 - Notes/Abbreviations
 - E. Sprague Ave. and E. Sherman St. Intersection Plan
 - E. Sherman Street Extension Plan and Profile
 - Riverside Avenue Plan and Profile
 - Channelization, Signage and Horizontal Control Plan
 - Street Sections and Details (2 Sheets)
- 30 Percent PS&E Submittal
 - Draft Basis of Design
 - Preliminary Drainage Report
 - 30% Level Plan Set
 - Preliminary Estimated Quantities and Associated Costs

- 60 Percent PS&E Submittal:
 - Final Basis of Design
 - Final Draft Drainage Report
 - 60% Level Plan Set
 - Draft Technical Specifications
 - Updated Estimated Quantities and Associated Costs
 - Response to City 30% PSE Comments
- 90 Percent PS&E Submittal:
 - 90% Level Plan Set
 - Updated Technical Specifications
 - Updated Estimated Quantities and Associated Costs
 - Response to City 60% PSE Comments
- Final PS&E Submittal:
 - Final plan set
 - Final Specifications
 - Finalized Estimated Quantities and Associated Costs
 - Response to City 90% PSE comments

TASK NO. 8.0 – STRUCTURAL ENGINEERING

KPFF shall perform the structural engineering work.

KPFF shall provide structural engineering for the Plans, Specifications, and Estimate (PSE) design phase of the University District Pedestrian/Bicycle Bridge.

Task No. 8.10 – Basis of Design

KPFF shall submit a written basis of design to summarize the design process and criteria.

Task No. 8.20 – Bridge Design

KPFF shall provide structural engineering for the PSE design for the pedestrian bridge. The design shall include the bridge superstructure and foundations from the abutment near Riverside Avenue, over BNSF to a center pier near MLK Jr. Way, and ending at an abutment on the WSU campus.

Components of the bridge design shall include the following items:

- Spread footings for the abutments
- Deep foundations, such as shafts, for support of the center pier
- Cable-stayed bridge design
 - Cable layout and deck connections
 - Pier connections
 - Deck superstructure framing
 - Deck slab
 - Deck safety railings

Task No. 8.30 – North Approach Ramp Design

KPFF shall provide structural engineering for the PSE design of the North landing ramp. The design shall be ADA compliant.

Components of the north approach ramp design shall include the following items:

- Approximately 280 feet of ramp
- Retaining walls
- Stairs
- Hand railing

Task No. 8.40 – South Approach Ramp Design

KPFF shall provide structural engineering for the PSE design of the east landing ramp. The design shall be ADA compliant.

Components of the south approach ramp design shall include the following items:

- Approximately 280 feet of ramp
- Retaining walls
- Stairs
- Hand railing

Task No. 8.50 – Miscellaneous Structures

KPFF shall provide structural engineering for the PSE design of miscellaneous structures such as way finding signs, retaining walls, etc.

Miscellaneous structures shall include the following items:

- Wayfinding sign supports and foundations
- Protective structures for existing utilities
- Structural retaining walls
- Lighting supports and foundations

Deliverables (Electronic and Hard Copies)

- Anticipated Structural Plan Sheets (Sheet Count: ±73):
 - General Notes & Abbreviations
 - General Plan & Elevation
 - Horizontal Control Plan
 - Construction Sequence (4 Sheets)
 - Foundation Layout
 - Shaft Details (2 Sheets)
 - North Abutment Plan & Elevation
 - North Abutment Details
 - South Abutment Plan & Elevation
 - South Abutment Details
 - Intermediate Pier Plan & Elevation
 - Intermediate Pier Segment 1 (2 Sheets)
 - Intermediate Pier Segment 2 (2 Sheets)
 - Intermediate Pier Segment 3 (2 Sheets)
 - Intermediate Pier Segment 4 (2 Sheets)
 - Intermediate Pier Anchor Block (2 Sheets)
 - Cable Layout
 - Stay Cable Details (2 Sheets)
 - Stay Cable Deck Connection Layout
 - Stay Cable Deck Connection Details (4 Sheets)
 - Superstructure Layout
 - Deck Framing Plan & Elevation (2 Sheets)
 - Deck Framing Plan
 - Deck Sections (2 Sheets)
 - Deck Details (2 Sheets)
 - Intermediate Pier Connection Details (3 Sheets)
 - Deck Vertical Support Layout (2 Sheets)
 - Deck Vertical Support Sections (2 Sheets)
 - Deck Vertical Support Details (3 Sheets)
 - North Approach Plan & Elevation
 - North Approach Foundation Plan & Elevation
 - North Approach Superstructure Sections
 - North Approach Superstructure Details (2 Sheets)
 - North Approach Deck Sections
 - North Approach Deck Details (2 Sheets)
 - South Approach Plan & Elevation
 - South Approach Foundation Plan & Elevation
 - South Approach Superstructure Sections
 - South Approach Superstructure Details (2 Sheets)
 - South Approach Deck Sections
 - South Approach Deck Details (2 Sheets)
 - Main Span Handrail Layout & Details (2 Sheets)
 - North Approach Handrail Layout & Details
 - South Approach Handrail Layout & Details
 - Miscellaneous Structures (2 Sheets)

- 30 Percent PS&E Submittal:
 - Draft Basis of Design
 - 30% level plan set (3 sets – 11x17)
 - Preliminary Estimated Quantities and Associated Costs (3 copies)
- 60 Percent PS&E Submittal:
 - Final Basis of Design
 - 60% level plan set (3 sets – 11x17)
 - Specification Outline (3 copies)
 - Updated Estimated Quantities and Associated Costs (3 copies)
 - Response to City 30% PSE Comments (3 copies)
- 90 Percent PS&E Submittal:
 - 90% level plan set (3 sets – 11x17)
 - Draft Specifications (3 copies)
 - Updated Estimated Quantities and Associated Costs (3 copies)
 - Response to City 60% PSE Comments (3 copies)
 - Final PS&E Submittal:
 - Final plan set (3 sets – 11x17)
 - Final Specifications (3 copies)
 - Finalized Estimated Quantities and Associated Costs (3 copies)
 - Response to City 90% PSE Comments (3 Copies)

TASK NO. 9.0 – MECHANICAL AND ELECTRICAL ENGINEERING

MW Consulting Engineers will provide professional electrical engineering services to prepare electrical construction documents for this project.

Based upon the preliminary design, the scope of work for the project is understood to consist of a cable stay type bridge (approximately 600 feet in length) extending from the south side of the BNSF right-of-way (north of the intersection of Sprague Ave. and Sherman St.) to the north side of Martin Luther King Way, with site improvements on the north and south approaches.

Task No. 9.10 – Project Management

MW Consulting Engineers will prepare and submit invoices to KPFF on a monthly basis. It is understood that general coordination with other design team members will be required. This coordination includes, but is not limited to, status updates, design team meetings, and general correspondence.

Task No. 9.20 – Field Verification

- Perform site visits to verify existing electrical conditions within the project area.
- Meet with BNSF to discuss specific railroad infrastructure.
- Meet with municipal authorities to discuss City of Spokane infrastructure.
- Meet with utility company representatives to discuss the location and capacity of existing electrical and telephony infrastructure available to support project.

Task No. 9.30 – Design

- Prepare construction documents as proposed in the TSL Report for the lighting, electrical, and telecommunications systems including the following:
 - Electrical utility company service.
 - Power distribution system consisting of branch panels and feeders.
 - Lighting of bridge structure, deck and approaches.
 - Automatic lighting control system.
 - Emergency telephone services.
- Attend design team meetings, workshops, and review sessions upon request.

Task No. 9.40 – Approval

- Participation in the approval process with the following agencies:
 - City of Spokane
 - BNSF Railroad
- Review and respond to review comments.
- Attend agency review meetings upon request.

Task No. 9.50 – Construction Documents

- It is understood that the project will be publicly bid.

Deliverables

It is understood that there will be multiple submittals delivered over the estimated 12-month design process. MW Consulting Engineers anticipates providing materials for the four following PSE Document Submittals:

- 30% PSE Document
- 60% PSE Document
- 90% PSE Document
- Final Construction Bid Documents

Stamped and signed reproducible drawings including the following:

- Scale site plans
- Enlarged bridge plan
- One-line diagrams
- Riser and connectivity diagrams
- Electrical details
- Load calculations
- Specifications

Exclusions (Potential Additional Services)

- Design of any system not specifically described above.
- Photorealistic renderings (or other imagery) beyond basic photometric analysis which depicts the bridge or other illumination schemes.
- Construction Administration
- Preparation of Record Documents

TASK NO. 10.0 – LANDSCAPE ARCHITECTURE AND IRRIGATION DESIGN

Sherry Pratt Van Voorhis (SPVV) will be providing landscape and irrigation design documents, technical specifications, and construction details for all landscape areas of this project. These final plans and specification will be prepared in City of Spokane Special Provision format with specific bid items to be determined in the future.

SPVV will prepare a conceptual site plan indicating landscape plantings, bike route influences, streetscape improvements as required elements for the City of Spokane, as well as in response to program elements defined by the owner. Included in the bid set will be final planting plans, irrigation plans, landscape grading, specifications, and a schedule of bid items, including unit costs associated with landscape elements.

Task No. 10.10 – Project Management

SPVV will prepare and submit invoices to KPFF on a monthly basis. It is understood that general coordination with other design team members will be required. This coordination includes, but is not limited to, status updates, design team meetings, and general correspondence.

Task No. 10.20 – Illumination

SPVV shall provide 30%, 60%, 90% and Final PSE for lighting for walkway, bridge approaches, and bridge. Work includes aesthetic fixtures, conduits, wiring and coordination of electrical power connection services with local power company. The Consultant shall work with other team members to evaluate lighting performance throughout the project using the AGI32 illumination model. SPVV will perform selection of aesthetic fixtures. MW will provide photometric analysis and coordinate fixture types and locations with SPVV.

Task No. 10.30 – Wayfinding and Furnishings

SPVV shall provide 30%, 60%, 90% and Final PSE for wayfinding signage, and potential pedestrian furniture (i.e. litter receptacles, benches, trail railings (outside of bridge if required), etc.). Area for wayfinding includes to the south Sprague Avenue at the intersections with Grant, Sherman and Sheridan and to the north along MLK Jr Way and WSU campus.

Task No. 10.40 – 30% Submittal

SPVV will meet with the design team to discuss and update the Project's design program, regulatory requirements, budget and schedule. This task ultimately results in the preparation of the 30% design drawings which illustrate the scale and relationship of the Project components including:

- Hardscape and landscape areas
- Major landscape features
- Circulation elements
- Grading relative to the approaches (Civil will provide grading plans, SPVV will provide 30% grading concepts)
- Approach connectivity with Riverside and Sprague Avenue
- Way finding and signage approach

Task No. 10.50 – 100% (Final) Submittal

SPVV shall provide 30%, 60%, 90% and Final PSE set which details the Project's construction requirements, including:

- Landscape grading
- Site landscaping plans
- Irrigation plans
- Landscape construction details
- Project technical specifications (City of Spokane special provisions)
- Unit quantities with an engineer's estimated unit cost. (SPVV will provide unit costs for items under their design, KPFF will provide grading and pavement costs).
- Erosion control and roadside restoration
 - Planting
 - Irrigation
 - Interlocking pavers
 - Porous pavement
 - Site furnishings

Assumptions/Exclusions

- SPVV will be provided with all information, surveys, reports, and professional recommendations, and any other related items requested in order to provide its professional services. SPVV may rely on the accuracy and completeness of these items, and will inform the Client of any discrepancies or deficiencies found in the data.
- The City shall furnish the services of any utility consultants or contacts.
- SPVV will be advised of any known or suspected contaminants at the Project site. The City shall be solely responsible for all subsurface soil conditions.
- The City will obtain and pay for all necessary permits from authorities with jurisdiction over the project.
- The City agrees to provide the items described above, and to render decisions in a timely manner so as not to delay the orderly and sequential progress of the design team's services.
- The following services are NOT included in the Landscape and Irrigation scope:
 - Surface and subsurface conditions
 - Soils testing
 - Geotechnical evaluation and soil issues (including suitability for plant material, soil content, level of compaction)
 - Lot line location
 - Drainage
 - Utilities' location
 - Design of security components.

Deliverables

- Trail Alignment Alternatives and Selected Alternative Plan (including conceptual parking lot reconfigurations)
- Anticipated Sheets:
 - North Approach Landscape Plans and Details and Hardscape Details
 - North Approach Enlarged Landscape Plans and Details and Hardscape Details
 - East Approach Landscape Plans and Details and Hardscape Details
 - South Approach Enlarged Landscape Plans and Details and Hardscape Details
 - Trail and Bridge Lighting Plan and Details
 - Wayfinding Signage/Site Furnishing/Trail Railings Plan and Details
 - Survey Basemap in two phases
- 30 Percent PS&E Submittal:
 - Draft Basis of Design
 - 30% level plan set (3 sets – 11x17)
 - Preliminary Estimated Quantities and Associated Costs (3 copies)
- 60 Percent PS&E Submittal:
 - Final Basis of Design
 - 60% level plan set (3 sets – 11x17)
 - Specification Outline (3 copies)
 - Updated Estimated Quantities and Associated Costs (3 copies)
 - Response to City 30% PSE Comments (3 copies)
- 90 Percent PS&E Submittal:
 - 90% level plan set (3 sets – 11x17)
 - Draft Specifications (3 copies)
 - Updates Estimated Quantities and Associated Costs (3 copies)
 - Response to City 60% PSE Comments (3 copies)Final PS&E Submittal:
- Final Construction Document Submittal:
 - Final plan set (3 sets – 11x17)
 - Final Specifications (3 copies)
 - Finalized Estimated Quantities and Associated Costs (3 copies)
 - Response to City 90% PSE comments (3 copies)

TASK 11.0 – BNSF PERMIT SUPPORT

KPFF shall determine the permits and agreements required and document the processes and timelines required for the anticipated Burlington Northern Santa Fe (BNSF) entitlements. This work shall include the following:

Task No. 11.10 Meetings with BNSF

Assume 3 meetings @ 2 hrs each. Assume meetings are held at local BNSF Seattle office and 1 at the project site.

Task No. 11.20 Identify and Coordinate Right of Entry Approval

Assist the City in coordinating temporary access with BNSF for soil investigations (if necessary), survey and miscellaneous site reconnaissance work.

Task No. 11.30 Construction & Maintenance Agreement

Work with BNSF to identify items required for the Construction and Maintenance Agreement. A formal memorandum identifying the required items will be prepared for the City. Preparation of the actual agreement is not part of this scope of work.

Task No. 11.40 Coordinate with City, WUTC and BNSF

Work with agencies on obtaining approvals for track clearances.

Task No. 11.50 BNSF Review and Approval of 30% and 100% Design

Coordinate the review of the 30% and 100% design submittals with BNSF. Incorporate BNSF comments into the final design.

Deliverables

- 30 Percent BNSF Submittal:
 - 30% level plan set (4 sets – 11x17)
 - Draft Specification (4 copies)
 - Drainage Report
 - Construction Phasing Plan (4 copies)
 - Response to BNSF 30% Conceptual Submittal Comments (4 copies)
- 100 Percent PS&E Submittal:
 - 100% level plan set (4 sets – 11x17)
 - Final Specifications (4 copies)
 - Drainage Report
 - Construction Phasing Plan (4 copies)
 - Response to BNSF 100% Conceptual Submittal Comments (4 copies)

TASK 12.0 – CONSTRUCTION SUPPORT SERVICES

The project team can provide construction support to the City as the project design is completed and the project goes to advertisement and then construction. Tasks could include attending preconstruction meetings, answering contractors' requests for information (RFI), submittal review and site visits. In addition, the project team can also provide complete construction administration if the City desires. The scope and fee for this task will be determined at a later date.

Exhibit C

Electronic Exchange of 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
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

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

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. 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 sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

ENGINEERING COST ESTIMATE:

May 31, 2013									
Spokane University District Ped/Bike Bridge									
PS&E									
Item	SCOPE OF WORK				KPFF	GeoEng	LMN	BMV	NW Dynamics
					MULTIPLIER:	MULTIPLIER:	MULTIPLIER:	MULTIPLIER:	MULTIPLIER:
					2.6516	3.4384	3.1847	2.2800	2.6800
8.0	STRUCTURAL ENGINEERING								
8.10	Basics of Design								
8.20	Bridge Design								
	Alignment Foundations				\$0	\$0	\$0	\$0	\$0
	Abutments				\$11,614	\$0	\$0	\$0	\$0
	Subit Foundations				\$11,614	\$0	\$0	\$0	\$0
	Intermediate Pier				\$38,819	\$0	\$0	\$0	\$0
	Cable Design, Layout & Connections				\$43,910	\$0	\$0	\$0	\$0
	Superstructures				\$26,728	\$0	\$0	\$0	\$0
	Deck Slab				\$6,152	\$0	\$0	\$0	\$0
	Throat Barrier & Railings				\$6,152	\$0	\$0	\$0	\$0
	North Approach Ramp Design				\$11,375	\$0	\$0	\$0	\$0
8.40	South Approach Ramp Design				\$11,375	\$0	\$0	\$0	\$0
8.50	Miscellaneous Structures				\$0	\$0	\$0	\$0	\$0
	Wayfinding Sign Supports and Foundations				\$2,970	\$0	\$0	\$0	\$0
	Utility Structures				\$1,485	\$0	\$0	\$0	\$0
	Miscellaneous Relativity Walls				\$1,485	\$0	\$0	\$0	\$0
8.60	Lighting Supports and Foundations				\$1,956	\$0	\$0	\$0	\$0
	PSE Submittals (177 Plan Sheets)				\$3,023	\$0	\$0	\$0	\$0
	General Notes & Abbreviations				\$3,023	\$0	\$0	\$0	\$0
	General Plan & Elevation				\$3,023	\$0	\$0	\$0	\$0
	Horizontal Control Plan				\$3,023	\$0	\$0	\$0	\$0
	Construction Sequence (4 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	Foundation Layout				\$6,046	\$0	\$0	\$0	\$0
	South Details (2 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	North Abutment Plan & Elevation				\$6,046	\$0	\$0	\$0	\$0
	South Abutment Details (2 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	South Abutment Plan & Elevation				\$6,046	\$0	\$0	\$0	\$0
	South Abutment Details (2 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	Intermediate Pier Plan & Elevation				\$7,191	\$0	\$0	\$0	\$0
	Intermediate Pier Segment 1 (2 Sheets)				\$6,046	\$0	\$0	\$0	\$0
	Intermediate Pier Segment 2 (2 Sheets)				\$6,046	\$0	\$0	\$0	\$0
	Intermediate Pier Segment 3 (2 Sheets)				\$6,046	\$0	\$0	\$0	\$0
	Intermediate Pier Segment 4 (2 Sheets)				\$6,046	\$0	\$0	\$0	\$0
	Intermediate Pier Anchor Block (2 Sheets)				\$7,318	\$0	\$0	\$0	\$0
	Stay Cable Layout (2 Sheets)				\$6,205	\$0	\$0	\$0	\$0
	Stay Cable Details (2 Sheets)				\$21,001	\$0	\$0	\$0	\$0
	Stay Cable Deck Connection Layout				\$3,023	\$0	\$0	\$0	\$0
	Stay Cable Deck Connection Details (4 Sheets)				\$5,727	\$0	\$0	\$0	\$0
	Superstructure Layout				\$11,455	\$0	\$0	\$0	\$0
	Deck Truss Framing Plan & Elevation (2 Sheets)				\$10,527	\$0	\$0	\$0	\$0
	Deck Truss Sections (2 Sheets)				\$5,727	\$0	\$0	\$0	\$0
	Deck Truss Details (4 Sheets)				\$0,618	\$0	\$0	\$0	\$0
	Intermediate Pier Connection Details (3 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	Deck Slab Layout (2 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	Deck Slab Sections (2 Sheets)				\$6,046	\$0	\$0	\$0	\$0
	North Approach Foundation Plan & Elevation				\$3,023	\$0	\$0	\$0	\$0
	North Approach Foundation Plan & Elevation				\$3,023	\$0	\$0	\$0	\$0
	North Approach Superstructure Sections				\$6,046	\$0	\$0	\$0	\$0
	North Approach Superstructure Details (2 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	North Approach Deck Sections				\$6,046	\$0	\$0	\$0	\$0
	North Approach Deck Details (2 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	South Approach Foundation Plan & Elevation				\$3,023	\$0	\$0	\$0	\$0
	South Approach Foundation Plan & Elevation				\$3,023	\$0	\$0	\$0	\$0
	South Approach Superstructure Sections				\$6,046	\$0	\$0	\$0	\$0
	South Approach Superstructure Details (2 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	South Approach Deck Sections				\$6,046	\$0	\$0	\$0	\$0
	South Approach Deck Details (2 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	Main Span Handrail Layout & Details				\$3,023	\$0	\$0	\$0	\$0
	North Approach Handrail Layout & Details				\$3,023	\$0	\$0	\$0	\$0
	South Approach Handrail Layout & Details				\$6,046	\$0	\$0	\$0	\$0
	Miscellaneous Structures (2 Sheets)				\$504	\$0	\$0	\$0	\$0
	30% PSE				\$1,745	\$0	\$0	\$0	\$0
	Draft Basis of Design				\$3,235	\$0	\$0	\$0	\$0
	30% Level Plans								
	Preliminary Estimated Quantities & Associated Costs								
	60% PSE				\$742	\$0	\$0	\$0	\$0
	Final Basis of Design				\$2,620	\$0	\$0	\$0	\$0
	60% Level Plans				\$2,015	\$0	\$0	\$0	\$0
	Specification Outline				\$5,356	\$0	\$0	\$0	\$0
	Updated Estimated Quantities & Associated Costs				\$1,114	\$0	\$0	\$0	\$0
	Responses to City 50% PSE Comments								
	60% PSE				\$2,620	\$0	\$0	\$0	\$0
	90% Level Plans				\$0,599	\$0	\$0	\$0	\$0
	Draft Specifications				\$4,402	\$0	\$0	\$0	\$0
	Updated Estimated Quantities & Associated Costs				\$1,114	\$0	\$0	\$0	\$0
	Responses to City 60% PSE Comments								
	Final PSE Submittals				\$2,620	\$0	\$0	\$0	\$0
	Final Plans				\$10,129	\$0	\$0	\$0	\$0
	Final Specifications				\$5,987	\$0	\$0	\$0	\$0
	Finalized Estimated Quantities & Associated Costs				\$2,248	\$0	\$0	\$0	\$0
	Responses to City 90% PSE Comments				\$402,729	\$0	\$0	\$0	\$0
	Labor Subtotal				\$0				
	Reimbursables								
9.0	MECHANICAL & ELECTRICAL ENGINEERING								
9.10	Project Management				\$0				
9.20	Field Verification				\$0				
9.30	Design				\$0				
9.40	Approval				\$0				
9.50	Bidding				\$0				
	Labor Subtotal				\$0				
	Reimbursables								
10.0	Landscape Architecture and Irrigation Design								
10.10	Project Management				\$0				
10.11	Involve, Progress Reports				\$7,798	\$0	\$0	\$5,968	\$0
10.12	Team Coordination and Meetings				\$3,425	\$0	\$0	\$7,374	\$0
10.20	Illumination				\$0			\$0	\$0
	Wayfinding and Furnishings				\$37,692	\$0	\$0	\$7,203	\$0
10.30	90 % Submittal				\$0			\$2,125	\$0
10.40	30% Design Plan Preparation and Submittal				\$0			\$58,332	\$0
10.41	30% Project Specifications and Bid Schedule				\$0			\$0	\$0
10.42	60% Design Plan Preparation and Submittal				\$0			\$0	\$0
10.43	60% Project Specifications and Bid Schedule				\$0			\$0	\$0
10.50	100% Design Plan Preparation and Submittal				\$0			\$0	\$0
10.51	100% Project Specifications and Bid Schedule				\$0			\$0	\$0
10.60	100% Design Plan Preparation and Submittal				\$0			\$0	\$0
10.61	100% Project Specifications and Bid Schedule				\$0			\$0	\$0
10.62	100% Design Plan Preparation and Submittal				\$0			\$0	\$0
10.63	100% Project Specifications and Bid Schedule				\$0			\$0	\$0
	Labor Subtotal				\$0			\$0	\$0
	Reimbursables							\$0	\$0
11.0	BNSF PERMIT SUPPORT								
11.10	Meetings w/ BNSF				\$4,455	\$0	\$0	\$0	\$0
11.20	Identify and Coordinate Right of Entry				\$1,697	\$0	\$0	\$0	\$0
11.30	Construction and Maintenance Agreement				\$14,425	\$0	\$0	\$0	\$0
11.40	Coordinate w/ City, WUTC and BNSF				\$955	\$0	\$0	\$0	\$0
11.50	BNSF Review & Approval of 90% and 100% Design Documents				\$9,209	\$0	\$0	\$0	\$0
	Labor Subtotal				\$29,740	\$0	\$0	\$0	\$0
	Reimbursables				\$1,500	\$0	\$0	\$0	\$0
12.0	CONSTRUCTION SUPPORT SERVICES								
12.10					\$0			\$0	\$0
12.20					\$0			\$0	\$0
	Labor Subtotal				\$0			\$0	\$0
	Reimbursables				\$0			\$0	\$0
	Labor Sum				\$815,070	\$45,319	\$222,223	\$58,332	\$11,913
					\$10,000	\$19,460	\$18,000	\$0	\$1,300
					\$825,070	\$64,779	\$240,223	\$58,332	\$13,213
									\$20,643
									\$4,903
									\$26,546

EXHIBIT E-1
KPFF Consulting Engineers
CONSULTANT FEE DETERMINATION
SUMMARY OF COST

Spokane University District Ped/Bike Bridge PS&E

Classification	Total Hours	X	Rate	=	Cost
Principal in Charge	693.00	X	\$60.00	=	\$41,580.00
Technical Specialist	216.00	X	\$60.00	=	\$12,960.00
Project Manager	1430.00	X	\$45.00	=	\$64,350.00
Senior Engineer	2890.00	X	\$35.00	=	\$101,150.00
Design Engineer	0.00	X	\$30.00	=	\$0.00
CADD Technician	2238.00	X	\$36.00	=	\$80,568.00
Project Coordinator	260.00	X	\$25.00	=	\$6,500.00
Administration	14.00	X	\$20.00	=	\$280.00
DSC Subtotal					\$307,388.00
Overhead (OH) Cost					
OH Rate x DSC of	145.16%		\$307,388.00		\$446,204.42
Fixed Fee (FF)					
FF Rate	20.00%		\$307,388.00		\$61,477.60
Reimbursables					
Mileage	(## Miles x \$/mile)				\$10,000.00
Reprographics	(allowance)				
Subcontract	(Sub Name & Task)				
(Blank)	(Blank)				
Subtotal					\$10,000.00
Subconsultant Costs (See Exhibit G)					\$452,449.08
GRAND TOTAL:					\$1,277,519.10

EXHIBIT F

Breakdown of Overhead Cost



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

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

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 21, 2012

Molly Wilcox, VP Finance
KPFF Inc.
1601 Fifth Avenue, Suite 1600
Seattle, WA 98101-3665

RE: KPFF Inc. Overhead Schedules
Fiscal Year End April 30, 2010



Dear Ms. Wilcox:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by KPFF.

The schedule was audited by the CPA firm Clark Nuber for compliance with Part 31 of the Federal Acquisition Regulations. Clark Nuber accepted an overhead rate for the year ended April 30, 2010, at 145.16% of direct labor.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of KPFF's accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing KPFF's Company Wide overhead rate for the fiscal year ending April 30, 2010, at 145.16% of direct labor. Within the company wide rate of 145.16% is the Field rate of 110.67% and the Home rate of 145.49% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

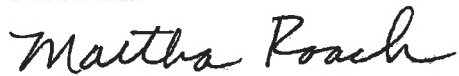
Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.

Ms. Wilcox
February 21, 2012
Page 2

If you, or any representatives of KPFF, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,



Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosure

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
Phil Segami, MS NB82-121
File

KPFF, INC. AND SUBSIDIARY

**Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead
For the Fiscal Year Ended April 30, 2010**

Classification	Financial Statements for the Year Ended April 30, 2010	Adjustments	Ref	Total Proposed	Allocations (A & B)	
					Home Office Costs	Field Office Costs
1 Direct Labor Base	\$ 34,925,361	\$ 57,032	C.	\$ 34,982,393	\$ 34,656,410	\$ 325,983
Fringe Benefits						
2 Payroll taxes	4,818,743	(64,882)	D.	4,753,861	4,709,562	44,299
3 Group insurance	4,374,297			4,374,297	4,333,535	40,762
4 Vacation, holiday and sick pay	5,712,882			5,712,882	5,659,647	53,235
Total Fringe Benefits	14,905,922	(64,882)		14,841,040	14,702,744	138,296
General Overhead						
5 Indirect labor	12,529,532	(557,841)	C., E.	11,971,691	11,860,133	111,558
6 Bonuses and severance pay	11,550,232	(3,000,000)	F.	8,550,232	8,470,557	79,675
7 Ops - nonchargeable	624,327	(373,359)	E.	250,968	248,629	2,339
8 Blueprinting and duplicating	256,466	(119,601)	G.	136,865	136,538	327
9 Rent	8,153,951	(208,251)	H.	7,945,700	7,945,700	
10 Repairs and maintenance	196,694			196,694	196,694	
11 City and state business tax	868,238	(44,700)	I.	823,538	815,864	7,674
12 Depreciation	1,239,287			1,239,287	1,239,287	
13 Other taxes and licenses	179,188	3,563	I.	182,751	182,314	437
14 Insurance, other than life	785,993	(31,716)	I.	754,277	747,248	7,029
15 Clerical supplies	448,518	(83,358)	J., K.	365,160	364,286	874
16 Drafting supplies and postage	359,342	(68,936)	J.	290,406	289,711	695
17 Telephone	505,689	(2,009)	J.	503,680	502,475	1,205
18 Professional dues, fees books and conferences	589,574	(195,816)	J., L.	393,758	390,089	3,669
19 Car	772,257	(214,805)	J., M.	557,452	556,118	1,334
20 Travel - Promotional	664,204	(664,204)	J., N.			
21 Travel - Other	139,195			139,195	138,862	333
22 Legal	1,097,438	(993,723)	O.	103,715	103,467	248
23 Accounting	211,966	(126,060)	P.	85,906	85,105	801
24 Employee morale and meals	582,783	(517,945)	Q.	64,838	64,234	604
25 Moving	39,091	(27,400)	J.	11,691	11,663	28
26 School	50,388			50,388	49,918	470
27 Personnel procurement	57,990	(26,622)	Q.	31,368	31,293	75
28 Miscellaneous job fixes	116,577	(116,577)	G.			
29 Contributions	180,723	(180,723)	R.			
30 Computer	1,128,368	(1,200)	G.	1,127,168	1,124,471	2,697
31 Promotional and other entertainment	160,593	(160,593)	Q.			
Total General Overhead	43,488,604	(7,711,876)		35,776,728	35,554,656	222,072
Total Fringe Benefits and General Overhead	58,394,526	(7,776,758)		50,617,768	50,257,400	360,368
32 Facilities Cost of Money (FCCM)		163,585	S.	163,585	163,194	391
Total Overhead with FCCM	\$ 58,394,526	\$ (7,613,173)		\$ 50,781,353	\$ 50,420,594	\$ 360,759
Overhead Rate	167.20%	-22.04%		145.16%	145.49%	110.67%

See accompanying notes.

KPFF, INC. AND SUBSIDIARY

Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead (Continued)
For the Fiscal Year Ended April 30, 2010

References

- A. Allocation A = Direct Field Labor / Total Direct Labor = $\$325,983 / \$34,982,393 = 0.9318\%$.
 - B. Allocation B = (Indirect Labor x Allocation A) / (Home Office Direct Labor + Indirect Labor) = $(\$11,971,691 \times 0.9318\%) / (\$34,656,410 + \$11,971,691) = 0.2393\%$.
 - C. Adjustment for uncompensated overtime for principals per 48 CFR 31.202. Total uncompensated overtime was \$130,247, with \$57,032 allocated to direct labor based on utilization percentages for individuals incurring overtime hours. AASHTO Audit and Accounting Guide, Chapter 5.
 - D. Fringe benefits directly associated with indirect labor deemed unallowable per 48 CFR 31.201-6(e)(2).
 - E. Unallowable marketing activities per 48 CFR 31.205-1, 14, 38 and 41; unallowable executive compensation per 48 CFR 31.205-6(a)(1)(A)(B).
 - F. Unallowable bonuses per 48 CFR 31.205-6(f).
 - G. Unallowable directly associated project costs per 48 CFR 31.201-6.
 - H. Allocable rent credit per 48 CFR 31.201-1.
 - I. Expenses not allocable to current accounting period per 48 CFR 31.201-2 (c).
 - J. Unallowable expenses due to lack of sufficient supporting documentation per 48 CFR 31.201-4.
 - K. Unallowable marketing activities per 48 CFR 31.205-1.
 - L. Unallowable sponsorships and trade show costs per 48 CFR 31.205-1(f).
 - M. Unallowable personal use of company vehicles per 48 CFR 31.205-6(m)(2); unallowable mileage per 48 CFR 31.201-4.
 - N. Unallowable expenses due to promotional nature of cost per 48 CFR 31.201-3, and additional unallowable costs due to insufficient supporting documentation per 48 CFR 31.201-2(d).
 - O. Legal settlements unallowable per 48 CFR 31.205-47; Direct project costs unallowable per 48 CFR 31.202(a); legal costs incurred with lawsuit defense related to contract performance issues per 48 CFR 31.205-47(f)(5)(A).
 - P. Disallowed costs for accounting services pertaining to federal income taxes and for audit of Company-sponsored retirement benefit plan.
 - Q. Unallowable local meals and entertainment per 48 CFR 31.205-14; unallowable alcohol per 48 CFR 31.205-51.
 - R. Unallowable donations per 48 CFR 31.205-8; allowed cost of participation in community service under 31.205-1(e)(3).
 - S. Cost of money adjustment per 48 CFR 31.205-10(a).
- See accompanying notes.*

Exhibit G

Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Geotechnical Engineering - GeoEngineers, Inc. _____

Environmental Services - GeoEngineers, Inc. _____

Architecture/Bridge Aesthetics - LMN Architects _____

Mechanical & Electrical Engineering - MW Consulting _____

Public Involvement - Northwest Dynamics _____

Landscape Architecture and Irrigation Design - SPVV Landscape Architects _____

Topographic and Boundary Survey - Taylor Engineering _____

EXHIBIT G-1
GeoEngineers
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
Spokane University District Ped/Bike Bridge PS&E

Classification	Total Hours	X	Rate	=	Cost
Senior Principal	21.00	X	\$78.23	=	\$1,642.83
Principal	16.00	X	\$68.87	=	\$1,101.92
Associate	2.00	X	\$51.50	=	\$103.00
Cilt. Resources Spec.	44.00	X	\$38.34	=	\$1,686.96
Senior Enviro. Engr.	44.00	X	\$41.80	=	\$1,839.20
Senior Engr.	46.00	X	\$38.63	=	\$1,776.98
Enviro Engineer	84.00	X	\$29.15	=	\$2,448.60
Engineer 3	22.00	X	\$30.90	=	\$679.80
Senior Tech.	4.00	X	\$21.55	=	\$86.20
Staff Analyst/Developer	14.00	X	\$30.65	=	\$429.10
CADD Tech.	0.00	X	\$29.47	=	\$0.00
Admin 3	34.00	X	\$24.76	=	\$841.84
Admin 2	24.00	X	\$22.98	=	\$551.52
DSC Subtotal					\$13,187.95
Overhead (OH) Cost					
OH Rate x DSC of	223.64%		\$13,187.95		\$29,493.53
Fixed Fee (FF)					
FF Rate	20.00%		\$13,187.95		\$2,637.59
Reimbursables					
Geo Lab Testing	(Lump Sum)				\$560.00
Geo Field Supplies (daily)	(1 day at \$50/day)				\$50.00
Geo Field Vehicle (daily)	(2 days at \$75/day)				\$150.00
Enviro. Field Equipment	(Geoprobe - Lump Sum)				\$2,000.00
Backhoe	(Lump Sum)				\$1,134.00
Enviro Lab Testing	(6 tests at \$676.20 each)				\$4,057.20
Historical Research Assoc., Inc.	(Subconsultant)				\$11,509.05
Subtotal					\$19,460.25
Subconsultant Total:					\$64,779.32

ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS&E

May 1, 2013																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
Spokane University District Ped/Bike Bridge PS&E																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
SCOPE OF WORK																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
Item	Senior Principal	Principal	Associate	Clt Resource Spec	Senior Enviro Engr	Senior Engr	Enviro Engineer	Engineer 3	Senior Tech	Staff Analyst/Developer	CADD Tech	Admin 3	Admin 2	MULTIPLIER	GeoEng																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
8.0	STRUCTURAL ENGINEERING																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
8.10	Basis of Design																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
8.20	Bridge Design																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Abutment Foundations																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Abutments																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Shaft Foundations																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
8.30	Intermediate Pier																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
8.40	Cable Design, Layout & Connections																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
8.50	Superstructure																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Deck Sub																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Throw Barrier & Railings																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
8.60	North Approach Ramp Design																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	South Approach Ramp Design																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Miscellaneous Structures																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Wayfinding Sign, Support and Foundations																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Utility Structures																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Miscellaneous retaining walls																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
8.60	PSE Submittals (377 Plan Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Lighting Supports and Foundations																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	General Notes & Abbreviations																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	General Plan & Elevation																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Horizontal Control Plan																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Construction Sequence (4 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Foundation Layout																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Shaft Details (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	North Abutment Plan & Elevation																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	North Abutment Details (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	South Abutment Plan & Elevation																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	South Abutment Details (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Intermediate Pier Plan & Elevation																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Intermediate Pier Segment 1 (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Intermediate Pier Segment 2 (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Intermediate Pier Segment 3 (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Intermediate Pier Segment 4 (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Intermediate Pier Anchor Block (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Stay Cable Layout (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Stay Cable Details (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Stay Cable Deck Connection Layout																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Stay Cable Deck Connection Details (4 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Superstructure Layout																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Deck Truss Framing Plan & Elevation (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Deck Truss Sections (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Deck Truss Details (4 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Intermediate Pier Connection Details (3 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Deck Sub Layout (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Deck Sub Sections (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Deck Sub Details (3 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	North Approach Plan & Elevation																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	North Approach Foundation Plan & Elevation																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	North Approach Superstructure Sections																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	North Approach Superstructure Details (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	North Approach Deck Sections																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	South Approach Foundation Plan & Elevation																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	South Approach Superstructure Sections																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	South Approach Superstructure Details (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	South Approach Deck Sections																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	South Approach Deck Details (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Main Span Handrail Layout & Details (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	North Approach Handrail Layout & Details																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	South Approach Handrail Layout & Details																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Miscellaneous Structures (2 Sheets)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	30% PSE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Draft Basis of Design																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	30% Level Plans																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Preliminary Estimated Quantities & Associated Costs																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	80% PSE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Final Basis of Design																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	60% Level Plans																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Specification Outline																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Updated Estimated Quantities & Associated Costs																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Responses to City 30% PSE Comments																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	80% PSE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	90% Level Plans																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Drain Specifications																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Upgraded Estimated Quantities & Associated Costs																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Responses to City 60% PSE Comments																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Final PSE Submittal																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Final Plans																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Finalized Estimated Quantities & Associated Costs																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Responses to City 80% PSE Comments																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Labor Subtotal Reimbursable														0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

EXHIBIT G-1
LMN Architects
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
Spokane University District Ped/Bike Bridge PS&E

Classification	Total Hours	X	Rate	=	Cost
Partner	68.00	X	\$79.33	=	\$5,394.44
Urban Designer	0.00	X	\$42.31	=	\$0.00
Project Manager	328.00	X	\$30.53	=	\$10,013.84
Project Architect	732.00	X	\$34.86	=	\$25,517.52
Project Designer	302.00	X	\$48.08	=	\$14,520.16
Intern	406.00	X	\$20.50	=	\$8,323.00
Specs	120.00	X	\$39.42	=	\$4,730.40
QA/QC	80.00	X	\$38.46	=	\$3,076.80
DSC Subtotal					\$71,576.16
Overhead (OH) Cost					
OH Rate x DSC of	190.47%		\$71,576.16		\$136,331.11
Fixed Fee (FF)					
FF Rate	20.00%		\$71,576.16		\$14,315.23
Reimbursables					
Airfare - Team Meetings	(7 mtgs x 2 attendees x \$400/rd trip flight)				\$5,600.00
Airfare - Stakeholder Meetings	(2 mtgs x 2 attendees x \$400/rd trip flight)				\$1,600.00
Airfare - Public Workshops	(2 mtgs x 2 attendees x \$400/rd trip flight)				\$1,600.00
Hotel - Stakeholder Meetings	(2 mtgs x 2 attendees x 1 night x \$150/nig				\$600.00
Hotel - Public Workshops	(2 mtgs x 2 attendees x 1 night x \$150/nig				\$600.00
Reprographics	(Lump Sum)				\$8,000.00
Subtotal					\$18,000.00
Subconsultant Total:					\$240,222.50

ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS&E

May 1, 2013											
Spokane University District Ped/Bike Bridge PS&E											
Item		SCOPE OF WORK				LMN Architects					LMN
1.0 PROJECT MANAGEMENT											
1.10	Project Schedule										
1.20	Design Team Supplemental Agreements										
1.30	Program Reports										
1.40	Invoices										
1.50	Team Meetings (Assume 12 Meetings)										
	Labor Subtotal	\$79.33	\$42.31	\$30.53	\$34.86	\$48.08	\$20.50	\$59.42	\$38.46		MULTIPLIER: 3.1047
	Reimbursable	2		12							\$1,630
				12							\$0
				12							\$1,137
		6	0	12	12	12	6				\$6,087
		8	0	48	12	12	6	0	0		\$9,992
											\$18,000
2.0 TOPOGRAPHIC & BOUNDARY SURVEY											
2.10	Final Trail Alignment										\$0
2.11	Additional Topographic Survey										\$0
2.20	Right of Way and Easement Acquisition										\$0
2.21	Title Report Review										\$0
2.22	Acquisition Staking										\$0
2.23	Right of Way & Easement Descriptions										\$0
2.24	Quality Control Review of Right of Way Plans										\$0
2.25	Final Right of Way Monumentation										\$0
	Labor Subtotal	0	0	0	0	0	0	0	0	0	\$0
	Reimbursable										\$0
3.0 SUPPLEMENTAL GEOTECHNICAL INVESTIGATIONS & RECOMMENDATIONS											
3.10	Final Geotechnical Investigation and Consultation										\$0
3.11	Test Pit Explorations & Utility Locate										\$0
3.12	Laboratory Testing										\$0
3.13	On-Site Stormwater Disposal Feasibility										\$0
3.14	Consultation and Coordination										\$0
3.15	Geotechnical Report										\$0
	Labor Subtotal	0	0	0	0	0	0	0	0	0	\$0
	Reimbursable										\$0
4.0 Bridge Aesthetics Collaboration											
4.10	Design Development & Coordination (90% PSE)	18	0	80	0	100	160				\$36,534
4.20	Design Development & Coordination (60%-100% PSE)	14	0	80	360	100	160			20	\$77,493
4.21	Design Development & Coordination (80% PSE)	14		80	360	60	120			60	\$80,801
4.22	Design Development & Coordination (100% Final PSE)	16	0	40	30	80					\$17,302
4.30	Public Outreach	60	0	280	720	250	400	120	80		\$212,230
	Labor Subtotal										\$0
	Reimbursable										\$0
5.0 ENVIRONMENTAL SERVICES											
5.10	Follow-up Visual Reconnaissance - Shreiner Property										\$0
5.20	Phase II ESA										\$0
5.30	Clearing Action Plan										\$0
5.40	Archaeological Monitoring										\$0
5.50	Permitting Services										\$0
5.60	Consultation and Internal Team Meetings	0	0	0	0	0	0	0	0	0	\$0
	Labor Subtotal										\$0
	Reimbursable										\$0
6.0 PUBLIC INVOLVEMENT											
6.10	Project Kick-off Meeting (Incl. Material Prep and Review)										\$0
6.20	Transit Connectivity (Assume 2 Meetings)										\$0
6.30	South Approach & Connectivity Coordination (Assume 4 Meetings)										\$0
6.40	WSU Property Acquisition and Campus Connectivity (Assume 3 Meetings)										\$0
6.50	Private Property Acquisitions at South Landing (Assume 1 day of meetings)										\$0
6.60	Project Vernacular (Assume 2 meetings)										\$0
6.70	Utility Coordination (Assume 1 meeting)										\$0
6.80	Public Open House #1 (2 planning meetings plus open house)										\$0
6.90	Public Open House #2 (2 planning meetings plus open house)	0	0	0	0	0	0	0	0	0	\$0
	Labor Subtotal										\$0
	Reimbursable										\$0
7.0 CIVIL ENGINEERING											
7.10	Project Administration (12 months)										\$0
7.11	General Administration										\$0
	Scope and Fee Preparation										\$0
	Invoice Progress Reports (12 @ 5 hr/invoice)										\$0
	Provide Input to Project Schedule										\$0
7.12	Coordination										\$0
	Coordination with subconsultants (Design)										\$0
	Coordination with City (Design)										\$0
	Coordination with BNSF (Design/Entitlements)										\$0
	Coordination with Franchise Utilities										\$0
	Coordination with WSU										\$0
	Coordination with Spokane Transit Authority										\$0
7.13	Permitting										\$0
	SEPA Input to GeoEngineers										\$0
	Assistance in obtaining permits										\$0
7.14	Meetings										\$0
	Monthly Coordination Meetings with City (8 times)										\$0
	Monthly Team Coordination Meetings (4times)										\$0
	Transit Public Open House										\$0
	Open House No. 2										\$0
	Meetings with Spokane Transit Authority										\$0
	Meetings with City Streets Stakeholders										\$0
	Meetings with WSU										\$0
	Meetings with Utility Surveyors										\$0
7.20	30 % Construction Documents										\$0
	Review Survey & Geotech Report										\$0
	Review TSS1										\$0
	Draft Basis of Design Narrative										\$0
	Civil Drawings										\$0
	Preliminary Drainage Report										\$0
	Cost Estimate										\$0
	Budget Reconciliation										\$0
	QA/QC										\$0
7.30	60 % Construction Documents										\$0
	Respond to 30% review comments										\$0
	Final Basis of Design Narrative										\$0
	Technical Specifications										\$0
	Civil Drawings										\$0
	Final Draft Drainage Report										\$0
	Cost Estimate										\$0
	Budget Reconciliation										\$0
	QA/QC										\$0
7.40	90 % Construction Documents										\$0
	Respond to 60% review comments										\$0
	Technical Specifications										\$0
	Civil Drawings										\$0
	Final Drainage Report										\$0
	Cost Estimate										\$0
	Budget Reconciliation										\$0
	QA/QC										\$0
7.50	Final Construction Document Phase										\$0
	Respond to 90% review comments										\$0
	Division 2 Specifications										\$0
	Civil Drawings										\$0
	QA/QC										\$0
	Labor Subtotal	0	0	0	0	0	0	0	0	0	\$0
	Reimbursable										\$0

EXHIBIT G-1
MW Consulting
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
Spokane University District Ped/Bike Bridge PS&E

Classification	Total Hours	X	Rate	=	Cost
Principal	120.00	X	\$57.00	=	\$6,840.00
Senior Engineer	240.00	X	\$46.60	=	\$11,184.00
Senior Lighting Engineer	120.00	X	\$36.25	=	\$4,350.00
CADD Drafter	120.00	X	\$26.75	=	\$3,210.00
DSC Subtotal					\$25,584.00
Overhead (OH) Cost					
OH Rate x DSC of	108.00%		\$25,584.00		\$27,630.72
Fixed Fee (FF)					
FF Rate	20.00%		\$25,584.00		\$5,116.80
Reimbursables					
Mileage	(## Miles x \$/mile)				
Reprographics	(allowance)				
Subcontract	(Sub Name & Task)				
(Blank)	(Blank)				
Subtotal					\$0.00
Subconsultant Total:					\$58,331.52

ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS&E

May 1, 2013									
Spokane University District Ped/Bike Bridge PS&E									
Item		SCOPE OF WORK				MW Consulting			MW
1.0 PROJECT MANAGEMENT									
1.10	Project Schedule								
1.20	Design Team Supplemental Agreements								\$0
1.30	Progress Reports								\$0
1.40	Invoices								\$0
1.50	Team Meetings (Assume 12 Meetings)								\$0
	Labor Subtotal	0	0	0	0	0	0	0	\$0
	Reimbursable								\$0
2.0 TOPOGRAPHIC & BOUNDARY SURVEY									
2.10	Final Trail Alignment								\$0
2.11	Additional Topographic Survey								
2.20	Right of Way and Easement Acquisition								\$0
2.21	Title Report Review								\$0
2.22	Acquisition Staking								\$0
2.23	Right of Way & Easement Descriptions								\$0
2.24	Quality Control Review of Right of Way Plans								\$0
2.25	Final Right of Way Monumentation								\$0
	Labor Subtotal	0	0	0	0	0	0	0	\$0
	Reimbursable								\$0
3.0 SUPPLEMENTAL GEOTECHNICAL INVESTIGATIONS & RECOMMEN									
3.10	Final Geotechnical Investigation and Consultation								\$0
3.11	Trail Pit Exposures & Utility Locals								\$0
3.12	Laboratory Testing								\$0
3.13	On-Site Stormwater Disposal Feasibility								\$0
3.14	Consultation and Coordination								\$0
3.15	Geotechnical Report								\$0
	Labor Subtotal	0	0	0	0	0	0	0	\$0
	Reimbursable								\$0
4.0 Bridge Aesthetics Collaboration									
4.10	Design Development & Coordination (30% PSE)								\$0
4.20	Design Development & Coordination (60%-100% PSE)								\$0
4.21	Design Development & Coordination (60% PSE)								\$0
4.22	Design Development & Coordination (100% Final PSE)								\$0
4.30	Public Outreach	0	0	0	0	0	0	0	\$0
	Labor Subtotal	0	0	0	0	0	0	0	\$0
	Reimbursable								\$0
5.0 ENVIRONMENTAL SERVICES									
5.10	Follow-up Visual Reconnaissance - Shriver Property								\$0
5.20	Phase II ESA								\$0
5.30	Cleanup Action Plan								\$0
5.40	Archaeological Monitoring								\$0
5.50	Permitting Services								\$0
5.60	Consultation and Internal Team Meetings								\$0
	Labor Subtotal	0	0	0	0	0	0	0	\$0
	Reimbursable								\$0
6.0 PUBLIC INVOLVEMENT									
6.10	Project Kick-off Meeting (Incl. Material Prep and Review)								\$0
6.20	Transit Connectivity (Assume 2 Meetings)								\$0
6.30	South Approach & Connectivity Coordination (Assume 4 Meetings)								\$0
6.40	WSU Property Acquisition and Campus Connectivity (Assume 3 Meetings)								\$0
6.50	Private Property Acquisitions at South Landing (Assume 1 day of meetings)								\$0
6.60	Project Vernacular (Assume 2 meetings)								\$0
6.70	Utility Coordination (Assume 1 meeting)								\$0
6.80	Public Open House #1 (2 planning meetings plus open house)								\$0
6.90	Public Open House #2 (2 planning meetings plus open house)								\$0
	Labor Subtotal	0	0	0	0	0	0	0	\$0
	Reimbursable								\$0
7.0 CIVIL ENGINEERING									
7.10	Project Administration (12 months)								\$0
7.11	General Administration								\$0
	Scope and Fee Preparation								\$0
	Invoice Progress Reports (12 @ .3 hr/invoice)								\$0
	Provide Input to Project Schedule								\$0
7.12	Coordination								\$0
	Coordination with subconsultants (Design)								\$0
	Coordination with City (Design)								\$0
	Coordination with BNGF (Design/Entitlements)								\$0
	Coordination with Franchise Utilities								\$0
	Coordination with WSU								\$0
	Coordination with Spokane Transit Authority								\$0
7.13	Permitting								\$0
	SEPA Input to GeoEngineers								\$0
	Assistance in obtaining permits								\$0
7.14	Meetings								\$0
	Monthly Coordination Meetings with City (8 hr/mo)								\$0
	Monthly Team Coordination Meetings (4hr/mo)								\$0
	Transit Public Open House								\$0
	Open House No. 2								\$0
	Meetings with Spokane Transit Authority								\$0
	Meetings with City Streets Stakeholders								\$0
	Meetings with WSU								\$0
	Meetings with Utility Surveyors								\$0
7.20	30 % Construction Documents								\$0
	Review Survey & Geotech Report								\$0
	Review TS&L								\$0
	Draft Basis of Design Narrative								\$0
	Civil Drawings								\$0
	Preliminary Drainage Report								\$0
	Cost Estimate								\$0
	Budget Reconciliation								\$0
	QA/QC								\$0
7.30	60 % Construction Documents								\$0
	Respond to 30% review comments								\$0
	Final Basis of Design Narrative								\$0
	Technical Specifications								\$0
	Civil Drawings								\$0
	Final Draft Drainage Report								\$0
	Cost Estimate								\$0
	Budget Reconciliation								\$0
	QA/QC								\$0
7.40	90 % Construction Documents								\$0
	Respond to 60% review comments								\$0
	Technical Specifications								\$0
	Civil Drawings								\$0
	Final Drainage Report								\$0
	Cost Estimate								\$0
	Budget Reconciliation								\$0
	QA/QC								\$0
7.50	Final Construction Document Phase								\$0
	Respond to 90% review comments								\$0
	Division 2 Specifications								\$0
	Civil Drawings								\$0
	QA/QC								\$0
	Labor Subtotal	0	0	0	0	0	0	0	\$0
	Reimbursable								\$0

ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS&E

May 1, 2013		MW Consulting				MW
Spokane University District Ped/Bike Bridge PS&E		Principal	Senior Engineer	Senior Lighting Engineer	CADD Drafter	MULTIPLIER:
Item	SCOPE OF WORK	\$57.00	\$46.60	\$56.25	\$26.75	2.2800
8.0	STRUCTURAL ENGINEERING					\$0
8.10	Basis of Design					\$0
8.20	Bridge Design					\$0
	Abutment Foundations					\$0
	Abutments					\$0
	Shaft Foundations					\$0
	Intermediate Pier					\$0
	Cable Design, Layout & Connections					\$0
	Superstructure					\$0
	Deck Slab					\$0
	Throw Barrier & Railings					\$0
8.30	North Approach Ramp Design					\$0
8.40	South Approach Ramp Design					\$0
8.50	Miscellaneous Structures					\$0
	Wayfinding Sign Supports and Foundations					\$0
	Utility Structures					\$0
	Miscellaneous retaining walls					\$0
	Lighting Supports and Foundations					\$0
8.60	PSE Submittals (±77 Plan Sheets)					\$0
	General Notes & Abbreviations					\$0
	General Plan & Elevation					\$0
	Horizontal Control Plan					\$0
	Construction Sequence (4 Sheets)					\$0
	Foundation Layout					\$0
	Shaft Details (2 Sheets)					\$0
	North Abutment Plan & Elevation					\$0
	North Abutment Details (2 Sheets)					\$0
	South Abutment Plan & Elevation					\$0
	South Abutment Details (2 Sheets)					\$0
	Intermediate Pier Plan & Elevation					\$0
	Intermediate Pier Segment 1 (2 Sheets)					\$0
	Intermediate Pier Segment 2 (2 Sheets)					\$0
	Intermediate Pier Segment 3 (2 Sheets)					\$0
	Intermediate Pier Segment 4 (2 Sheets)					\$0
	Intermediate Pier Anchor Block (2 Sheets)					\$0
	Stay Cable Layout (2 Sheets)					\$0
	Stay Cable Details (2 Sheets)					\$0
	Stay Cable Deck Connection Layout					\$0
	Stay Cable Deck Connection Details (4 Sheets)					\$0
	Superstructure Layout					\$0
	Deck Truss Framing Plan & Elevation (2 Sheets)					\$0
	Deck Truss Sections (2 Sheets)					\$0
	Deck Truss Details (4 Sheets)					\$0
	Intermediate Pier Connection Details (3 Sheets)					\$0
	Deck Slab Layout (2 Sheets)					\$0
	Deck Slab Sections (2 Sheets)					\$0
	Deck Slab Details (3 Sheets)					\$0
	North Approach Plan & Elevation					\$0
	North Approach Foundation Plan & Elevation					\$0
	North Approach Superstructure Sections					\$0
	North Approach Superstructure Details (2 Sheets)					\$0
	North Approach Deck Sections					\$0
	North Approach Deck Details (2 Sheets)					\$0
	Main Span Handrail Layout & Details (2 Sheets)					\$0
	North Approach Handrail Layout & Details					\$0
	South Approach Handrail Layout & Details					\$0
	Miscellaneous Structures (2 Sheets)					\$0
	30% PSE					\$0
	Drift Basis of Design					\$0
	30% Level Plans					\$0
	Preliminary Estimated Quantities & Associated Costs					\$0
	60% PSE					\$0
	Final Basis of Design					\$0
	60% Level Plans					\$0
	Specification Outline					\$0
	Updated Estimated Quantities & Associated Costs					\$0
	Responses to City 30% PSE Comments					\$0
	90% PSE					\$0
	90% Level Plans					\$0
	Drift Specifications					\$0
	Updated Estimated Quantities & Associated Costs					\$0
	Responses to City 60% PSE Comments					\$0
	Final PSE Submittal					\$0
	Final Plans					\$0
	Final Specifications					\$0
	Finalized Estimated Quantities & Associated Costs					\$0
	Responses to City 90% PSE Comments					\$0
	Labor Subtotal Reimbursable	0	0	0	0	\$0
						\$0
9.0	MECHANICAL & ELECTRICAL ENGINEERING					\$0
9.10	Project Management	60				\$7,798
9.20	Field Verification	10	20			\$3,425
9.30	Design	40	160	100	120	\$37,782
9.40	Approval	10	40	20		\$7,203
9.50	Bidding		20			\$2,125
	Labor Subtotal Reimbursable	120	240	120	120	\$58,332
						\$0
10.0	Landscape Architecture and Irrigation Design					\$0
10.10	Project Management					\$0
10.11	Invoices, Progress Reports					\$0
10.12	Team Coordination and Meetings					\$0
10.20	Illumination					\$0
10.30	Wayfinding and Furnishings					\$0
10.40	30 % Submittal					\$0
10.41	30% Design Plan Preparation and Submittal					\$0
10.42	30% Project Specifications and Bid Schedule					\$0
10.50	60% Submittal					\$0
10.51	60% Design Plan Preparation and Submittal					\$0
10.52	60% Project Specifications and Bid Schedule					\$0
10.60	100% Submittal					\$0
10.61	100% Design Plan Preparation and Submittal					\$0
10.62	100% Project Specifications and Bid Schedule					\$0
	Labor Subtotal Reimbursable	0	0	0	0	\$0
						\$0
11.0	BNSF PERMIT SUPPORT					\$0
11.10	Meetings w/ BNSF					\$0
11.20	Identify and Coordinate Right of Entry					\$0
11.30	Construction and Maintenance Agreement					\$0
11.40	Coordinate w/ City, WUTC and BNSF					\$0
11.60	BNSF Review & Approval of 30% and 100% Design Documents					\$0
	Labor Subtotal Reimbursable	0	0	0	0	\$0
						\$0
12.0	CONSTRUCTION SUPPORT SERVICES					\$0
12.10						\$0
12.20						\$0
	Labor Subtotal Reimbursable	0	0	0	0	\$0
						\$0
	Labor Subtotal Reimbursable	0	0	0	0	\$0
	Labor Sum	120.0	240.0	120.0	120.0	\$58,332
						\$0
	MW SUBTOTAL:					\$58,332

EXHIBIT G-1
Northwest Dynamics
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
Spokane University District Ped/Bike Bridge PS&E

Classification	Total Hours	X	Rate	=	Cost
President	127.00	X	\$35.00	=	\$4,445.00
	0.00	X		=	\$0.00
	0.00	X		=	\$0.00
	0.00	X		=	\$0.00
DSC Subtotal					\$4,445.00
Overhead (OH) Cost					
OH Rate x DSC of	148.00%		\$4,445.00		\$6,578.60
Fixed Fee (FF)					
FF Rate	20.00%		\$4,445.00		\$889.00
Reimbursables					
Materials, Postage, Mileage	(Blank)				\$1,300.00
Subtotal					\$1,300.00
Subconsultant Total:					\$13,212.60

Date: 5/1/2013

ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS&E

May 1, 2013		Northwest Dynamics				NW Dynamics
Spokane University District Ped/Bike Bridge PS&E		President				
Item	SCOPE OF WORK					MULTIPLIER:
1.0 PROJECT MANAGEMENT						
1.10	Project Schedule					\$0
1.20	Design Team Supplemental Agreements					\$0
1.30	Program Records					\$0
1.40	Indirects					\$0
1.50	Team Meetings (Assume 12 Meetings)					\$0
	Labor Subtotal	0	0	0	0	\$0
	Reimbursable					\$0
2.0 TOPOGRAPHIC & BOUNDARY SURVEY						
2.10	Final Trail Alignment					\$0
2.11	Additional Topographic Survey					\$0
2.20	Right of Way and Easement Acquisition					\$0
2.21	Title Report Review					\$0
2.22	Acquisition Staking					\$0
2.23	Right of Way & Easement Descriptions					\$0
2.24	Quality Control Review of Right of Way Plans					\$0
2.25	Final Right of Way Monumentation					\$0
	Labor Subtotal	0	0	0	0	\$0
	Reimbursable					\$0
3.0 SUPPLEMENTAL GEOTECHNICAL INVESTIGATIONS & RECOMMENDATIONS						
3.10	Final Geotechnical Investigation and Consultation					\$0
3.11	Trail Pit Explorations & Utility Locals					\$0
3.12	Laboratory Testing					\$0
3.13	On-Site Stormwater Disposal Feasibility					\$0
3.14	Consultation and Coordination					\$0
3.15	Geotechnical Report					\$0
	Labor Subtotal	0	0	0	0	\$0
	Reimbursable					\$0
4.0 Bridge Aesthetics Collaboration						
4.10	Design Development & Coordination (30% PSE)					\$0
4.20	Design Development & Coordination (60%-100% PSE)					\$0
4.21	Design Development & Coordination (60% PSE)					\$0
4.22	Design Development & Coordination (100% Final PSE)					\$0
4.30	Public Outreach					\$0
	Labor Subtotal	0	0	0	0	\$0
	Reimbursable					\$0
5.0 ENVIRONMENTAL SERVICES						
5.10	Follow-up Visual Reconnaissance - Shireiner Property					\$0
5.20	Phase II ESA					\$0
5.30	Clearing Action Plan					\$0
5.40	Archaeological Monitoring					\$0
5.50	Permitting Services					\$0
5.60	Consultation and Internal Team Meetings					\$0
	Labor Subtotal	0	0	0	0	\$0
	Reimbursable					\$0
6.0 PUBLIC INVOLVEMENT						
6.10	Project Kick-off Meeting (incl. Material Prep and Review)	12				\$1,126
6.20	Transit Connectivity (Assume 2 Meetings)	10				\$938
6.30	South Approach & Connectivity Coordination (Assume 4 Meetings)	20				\$1,876
6.40	WSU Property Acquisition and Campus Connectivity (Assume 3 Meetings)	10				\$938
6.50	Private Property Acquisitions at South Landing (Assume 1 day of meetings)	8				\$750
6.60	Project Vernacular (Assume 2 meetings)	10				\$938
6.70	Utility Coordination (Assume 1 meeting)	5				\$469
6.80	Public Open House #1 (2 planning meetings plus open house)	26				\$2,439
6.90	Public Open House #2 (2 planning meetings plus open house)	26				\$2,439
	Labor Subtotal	127	0	0	0	\$11,913
	Reimbursable					\$1,300
7.0 CIVIL ENGINEERING						
7.10	Project Administration (12 months)					
7.11	General Administration					
	Scope and Fee Preparation					\$0
	Invoice Progress Reports (12 @ .5 hr/invoice)					\$0
	Provide Input to Project Schedule					
7.12	Coordination					
	Coordination with subconsultants (Design)					\$0
	Coordination with City (Design)					\$0
	Coordination with BNSF (Design/Entitlements)					\$0
	Coordination with Franchise Utilites					\$0
	Coordination with WSU					\$0
	Coordination with Spokane Transit Authority					\$0
7.13	Permitting					
	SEPA Input to GeoEngineers					\$0
	Assistance in obtaining permits					\$0
7.14	Meetings					
	Monthly Coordination Meetings with City (8 hr/mo)					\$0
	Monthly Team Coordination Meetings (4hr/mo)					\$0
	Transit Public Open House					\$0
	Open House No. 2					\$0
	Meetings with Spokane Transit Authority					\$0
	Meetings with City Streets Stakeholders					\$0
	Meetings with WSU					\$0
	Meetings with Utility Surveyors					\$0
7.20	30 % Construction Documents					
	Review Survey & Geotech Report					\$0
	Review TSM					\$0
	Draft Basis of Design Narrative					\$0
	Civil Drawings					\$0
	Preliminary Drainage Report					\$0
	Cost Estimate					\$0
	Budget Reconciliation					\$0
	QA/QC					\$0
7.30	60 % Construction Documents					
	Respond to 30% review comments					\$0
	Final Basis of Design Narrative					\$0
	Technical Specifications					\$0
	Civil Drawings					\$0
	Final Draft Drainage Report					\$0
	Cost Estimate					\$0
	Budget Reconciliation					\$0
	QA/QC					\$0
7.40	90 % Construction Documents					
	Respond to 60% review comments					\$0
	Technical Specifications					\$0
	Civil Drawings					\$0
	Final Drainage Report					\$0
	Cost Estimate					\$0
	Budget Reconciliation					\$0
	QA/QC					\$0
7.50	Final Construction Document Phase					
	Respond to 90% review comments					\$0
	Division 2 Specifications					\$0
	Civil Drawings					\$0
	QA/QC					\$0
	Labor Subtotal	0	0	0	0	\$0
	Reimbursable					\$0

ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS&E

May 1, 2013		Northwest Dynamics				NW Dynamics	
Spokane University District Ped/Bike Bridge PS&E		President					
Item	SCOPE OF WORK	\$35.00	\$0.00	\$0.00	\$0.00	MULTIPLIER	
8.0 STRUCTURAL ENGINEERING							
8.10	Basis of Design						
8.20	Bridge Design						
	Abutment Foundations						
	Abutments						
	Shaft Foundations						
	Intermediate Pier						
	Cable Design, Layout & Connections						
	Superstructure						
	Deck Slab						
	Thron Barrier & Railings						
8.30	North Approach Ramp Design						
8.40	South Approach Ramp Design						
8.50	Miscellaneous Structures						
	Wayfinding Sign Support and Foundations						
	Utility Structures						
	Miscellaneous retaining walls						
8.60	Lighting Supports and Foundations						
	PSE Submittals (477 Plan Sheets)						
	General Notes & Abbreviations						
	General Plan & Elevation						
	Horizontal Control Plan						
	Construction Sequence (4 Sheets)						
	Foundation Layout						
	Shaft Details (2 Sheets)						
	North Abutment Plan & Elevation						
	North Abutment Details (2 Sheets)						
	South Abutment Plan & Elevation						
	South Abutment Details (2 Sheets)						
	Intermediate Pier Segment 1 (2 Sheets)						
	Intermediate Pier Segment 2 (2 Sheets)						
	Intermediate Pier Segment 3 (2 Sheets)						
	Intermediate Pier Segment 4 (2 Sheets)						
	Intermediate Pier Anchor Bolt (2 Sheets)						
	Stay Cable Layout (2 Sheets)						
	Stay Cable Details (2 Sheets)						
	Stay Cable Deck Connection Layout						
	Stay Cable Deck Connection Details (4 Sheets)						
	Superstructure Layout						
	Deck Truss Framing Plan & Elevation (2 Sheets)						
	Deck Truss Sections (2 Sheets)						
	Deck Truss Details (4 Sheets)						
	Intermediate Pier Connection Details (3 Sheets)						
	Deck Slab Layout (2 Sheets)						
	Deck Slab Sections (2 Sheets)						
	Deck Slab Details (3 Sheets)						
	North Approach Plan & Elevation						
	North Approach Foundation Plan & Elevation						
	North Approach Superstructure Sections						
	North Approach Superstructure Details (2 Sheets)						
	North Approach Deck Sections						
	North Approach Deck Details (2 Sheets)						
	South Approach Plan & Elevation						
	South Approach Foundation Plan & Elevation						
	South Approach Superstructure Sections						
	South Approach Superstructure Details (2 Sheets)						
	South Approach Deck Sections						
	South Approach Deck Details (2 Sheets)						
	Main Span Handrail Layout & Details (2 Sheets)						
	North Approach Handrail Layout & Details						
	South Approach Handrail Layout & Details						
	Miscellaneous Structures (2 Sheets)						
	30% PSE						
	Draft Basis of Design						
	30% Level Plans						
	Preliminary Estimated Quantities & Associated Costs						
	60% PSE						
	Final Basis of Design						
	60% Level Plans						
	Specification Outline						
	Updated Estimated Quantities & Associated Costs						
	Responses to City 60% PSE Comments						
	Final PSE Submittal						
	90% PSE						
	90% Level Plans						
	Draft Specifications						
	Updated Estimated Quantities & Associated Costs						
	Responses to City 60% PSE Comments						
	Final PSE Submittal						
	Final Plans						
	Final Specifications						
	Finalized Estimated Quantities & Associated Costs						
	Responses to City 90% PSE Comments						
	Labor Subtotal	0	0	0	0	0	\$0
	Reimbursable						\$0
9.0 MECHANICAL & ELECTRICAL ENGINEERING							
9.10	Project Management						
9.20	Field Verification						
9.30	Design						
9.40	Approval						
9.50	Bidding						
	Labor Subtotal	0	0	0	0	0	\$0
	Reimbursable						\$0
10.0 Landscape Architecture and Irrigation Design							
10.10	Project Management						
10.11	Involve, Progress Reports						
10.12	Team Coordination and Meetings						
10.20	Illustration						
10.30	Wayfinding and Furnishings						
10.40	30 % Submittal						
10.41	30% Design Plan Preparation and Submittal						
10.42	30% Project Specifications and Bid Schedule						
10.50	60% Submittal						
10.51	60% Design Plan Preparation and Submittal						
10.52	60% Project Specifications and Bid Schedule						
10.60	100% Submittal						
10.61	100% Design Plan Preparation and Submittal						
10.62	100% Project Specifications and Bid Schedule						
	Labor Subtotal	0	0	0	0	0	\$0
	Reimbursable						\$0
11.0 BNSF PERMIT SUPPORT							
11.10	Meetings w/ BNSF						
11.20	Identify and Coordinate Right of Entry						
11.30	Construction and Maintenance Agreement						
11.40	Coordinate w/ City, WUTC and BNSF						
11.50	BNSF Review & Approval of 30% and 100% Design Documents						
	Labor Subtotal	0	0	0	0	0	\$0
	Reimbursable						\$0
12.0 CONSTRUCTION SUPPORT SERVICES							
12.10							
12.20							
	Labor Subtotal	0	0	0	0	0	\$0
	Reimbursable						\$0
	Labor Sum	127	0	0	0	0	\$11,913
	Reimbursables Sum						\$1,300
	NW Dyna						\$13,213

EXHIBIT G-1
SPVV Landscape Architects
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
Spokane University District Ped/Bike Bridge PS&E

Classification	Total Hours	X	Rate	=	Cost
Managing Principal	264.00	X	\$39.50	=	\$10,428.00
Landscape Architect 3	152.00	X	\$34.32	=	\$5,216.64
Landscape Architect 2	0.00	X	\$24.04	=	\$0.00
Landscape Architect 1	100.00	X	\$22.84	=	\$2,284.00
Senior Landscape Designer	0.00	X	\$21.00	=	\$0.00
Landscape Designer	0.00	X	\$17.31	=	\$0.00
Clerical	122.00	X	\$17.31	=	\$2,111.82
DSC Subtotal					\$20,040.46
Overhead (OH) Cost					
OH Rate x DSC of	125.28%		\$20,040.46		\$25,106.69
Fixed Fee (FF)					
FF Rate	20.00%		\$20,040.46		\$4,008.09
Reimbursables					
Mileage	(100 Miles x \$.565/mile)				\$56.50
Reprographics	(Lump Sum)				\$250.00
Airfare	(Lump Sum)				\$800.00
Shipping	(Lump Sum)				\$95.00
Subtotal					\$1,201.50
Subconsultant Total:					\$50,356.74

EXHIBIT G-1
Taylor Engineering
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
Spokane University District Ped/Bike Bridge PS&E

Classification	Total Hours	X	Rate	=	Cost
Survey Manager	60.00	X	\$41.59	=	\$2,495.40
Survey Office Tech	150.00	X	\$20.50	=	\$3,075.00
Survey Party Chief	56.00	X	\$22.00	=	\$1,232.00
Survey Assistant	56.00	X	\$16.50	=	\$924.00
DSC Subtotal					\$7,726.40
Overhead (OH) Cost					
OH Rate x DSC of	147.18%		\$7,726.40		\$11,371.72
Fixed Fee (FF)					
FF Rate	20.00%		\$7,726.40		\$1,545.28
Reimbursables					
Title Reports	(15 Reports x \$320 each)				\$4,800.00
Survey Recording Fee	(Lump Sum)				\$103.00
Subcontract	(Sub Name & Task)				
(Blank)	(Blank)				
Subtotal					\$4,903.00
Subconsultant Total:					\$25,546.40

EXHIBIT G-3

Sub Overhead Cost



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

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

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

November 9, 2011

GeoEngineers

NOV 14 2011

Karen Mercier, CFO
GeoEngineers, Inc.
8410 154th Ave NE
Redmond, WA 98052-3800

Routing ☐ ☐ ☐ ☐ ☐
File ☐

RE: GeoEngineers, Inc. Overhead Schedules
Fiscal Year End December 31, 2010

Dear Ms. Mercier:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by GeoEngineers.

The schedule was audited by Clark Nuber for compliance with Part 31 of the Federal Acquisition Regulations (FAR).

The reviewed data included, but was not limited to: the schedule of the indirect cost rate, a description of the company and their accounting system, and the basis for GeoEngineer's accounting and indirect costs.

Based on our review, we are issuing this letter of concurrence establishing GeoEngineer's overhead rate for the year ended December 31, 2010, at 223.64% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Please remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.

Ms. Mercier
November 9, 2011
Page 2

If you, or any representatives of GeoEngineers have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosure

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

GeoEngineers, Inc.
Overhead Schedule
For the Year Ended December 31, 2010

Description	Financial Statement Amount	Geo Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$10,264,446</u>				<u>\$10,264,446</u>	100.00%
Fringe Benefits:						
Payroll Taxes	\$1,753,277	(\$287,289)		A,B	\$1,465,988	14.28%
Group Insurance	\$2,333,218				\$2,333,218	22.73%
Worker's Comp.	\$117,379				\$117,379	1.14%
Vacation, Hol., Sick	\$2,625,060				\$2,625,060	25.57%
Profit Sharing and 401(k)	\$469,587				\$469,587	4.57%
Bonuses and Severance	\$745,182	(\$490,563)		C	\$254,619	2.48%
Total Fringe Benefits	<u>\$8,043,703</u>	<u>(\$777,852)</u>	<u>\$0</u>		<u>\$7,265,851</u>	<u>70.79%</u>
General Overhead:						
Non-billable Labor	\$4,439,820	(\$682,622)		A,B,P	\$3,757,198	36.60%
B&P Labor	\$1,081,030				\$1,081,030	10.53%
Marketing Labor	\$2,921,825	(\$300,953)			\$2,620,872	25.53%
Office Rent and Maint.	\$2,742,358	(\$101,400)	\$66,000	D,1	\$2,706,958	26.37%
Telecommunications	\$414,208	(\$97)		B	\$414,111	4.03%
Bus. Taxes & Other than Fed.	\$595,373	\$9,973		E	\$605,346	5.90%
Stationary and Supplies	\$253,089	(\$34,241)	\$32,152	B,F,Z	\$251,000	2.45%
Administrative Travel	\$469,740	\$8,725	(\$138,357)	B,G,S,V	\$340,108	3.31%
Prof. Dues, Meetings & Proposals	\$362,172	(\$47,237)	(\$31,554)	B,T	\$283,381	2.76%
Depreciation	\$777,586	\$2,919		H	\$780,505	7.60%
Equipment rental & Maint.	\$489,318				\$489,318	4.77%
Bad Debt	\$38,827	(\$38,827)		I	\$0	0.00%
Professional Consultants	\$364,850	(\$46,913)	\$7,474	J,P,U,X	\$325,411	3.17%
Bus. Dev./Mktg/Proposal	\$456,087	(\$355,516)		B	\$100,571	0.98%
Field & Lab supplies	\$102,409				\$102,409	1.00%
Insurance	\$694,953	(\$42,897)		K	\$652,056	6.35%
Computer Maintenance & Soft.	\$968,253				\$968,253	9.43%
Recruiting & Relocation	\$252,035	(\$127,605)	\$13,734	F,R,W,Y	\$138,164	1.35%
Amortization of Goodwill	\$255,127	(\$255,127)		L	\$0	0.00%
Contributions	\$21,513	(\$21,513)		M	\$0	0.00%
Fines/Penalties/Unallowable	\$6,022	(\$6,022)		N	\$0	0.00%
Computer tech. offset	(\$1,100,890)	\$1,100,890		O	\$0	0.00%
Total General Overhead	<u>\$16,605,705</u>	<u>(\$938,463)</u>	<u>(\$50,551)</u>		<u>\$15,616,691</u>	<u>152.14%</u>
Total Overhead Costs	<u>\$24,649,408</u>	<u>(\$1,716,315)</u>	<u>(\$50,551)</u>		<u>\$22,882,542</u>	<u>222.93%</u>
Overhead Rate (Less FCC)	240.14%	223.42%			<u>222.93%</u>	
Facilities Cost of Capital		\$72,527		Q	<u>\$72,527</u>	0.71%
					<u>\$22,955,069</u>	
Overhead Rate (Includes FCC)					<u>223.64%</u>	

Note: Amounts for Adjustments S, T, V, W, X, Y, Z and 1 provided by David James of Clark Nuber due to additional testing of specific accts. in the GeoEngineers 2010 Overhead Schedule.

GeoEngineers, Inc.
Overhead Schedule
For the Year Ended December 31, 2010

Description	Financial Statement Amount	Geo Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
-------------	----------------------------------	----------	---------------	------	--------------------	---

GeoEngineers, Inc. - Reviewed & Accepted 11/8/2011 NM
"Overhead Rate still subject to WSDOT Audit"

References

GeoEngineers Adjustments:

GeoEngineers 2010 Overhead Audited by Clark Nuber

- A Fringe benefits and labor unallowable per 48 CFR 31.201-3.
- B Marketing activities unallowable per 48 CFR 31.205-1, 31.205-14, 31.205-38 and 31.205-41.
- C Signing and year end bonuses unallowable per 48 CFR 31.205-6(f).
- D Common control adj. per 48 CFR 31.205-36(b)(3), Rent offset by rent from sublease revenue per 48 CFR 31.201-5.
- E State income taxes unallowable per 48 CFR 31.205-41.
- F Local Meals and kitchen supplies unallowable per 48 CFR 31.205-14.
- G Allowable mileage costs per 48 CFR 31.205-46.
- H Loss on sale of equipment unallowable per 48 CFR 31.205-16(c).
- I Bad debts unallowable per 48 CFR 31.205-3.
- J Federal Income tax preparation & Disallowed Legal (Claims and M&A activity) unallowable per 48 CFR 31.205-41(b)(1), 31.201-6(a), 31.205-47(f)(5)(a). Merger expenses unallowable per 48 CFR 31.205-27(a).
- K Keyman insurance expense unallowable per 48 CFR 31.205-19(e)(2)(v).
- L Goodwill and intangible asset amortization unallowable per 48 CFR 31.2052-11 and 31.205-49.
- M Contributions unallowable per 48 CFR 31.205-8.
- N Penalties unallowable per 48 CFR 31.205-15(a).
- O Computer technology costs allowable per 48 CFR 31.203(d).
- P Acquisition and organization costs unallowable per 48 CFR 31.205-27(a).
- Q Cost of money adjustment per 48 CFR 31.205-10(a).

WSDOT Adjustments:

- R \$1,951.45 in relocation costs for employee who left the firm in less than one year unallowable per 48 CFR 31.205-35.
- S Vehicle costs in the amount of \$54,843.97 unallowable per 48 CFR 31.201-4 and 31.201-2.
- T Business Development memberships in the amount of \$30,683.88, professional memberships in the amount of \$870 unallowable per 48 CFR 31.205-14, 31.205-1(f) and 31.201-4.
- U \$12,116 in legal costs related to collections unallowable per 48 CFR 31.205-3.
- V Travel costs in the amount of \$83,513.08 unallowable per 48 CFR 31.205-46, 31.201-4, 31.201-2, 31.205-14, 31.205-43(a) and the 2010 AASHTO Audit Guide, Section 8.26. ***Extrapolation rate applied to remaining balance by Clark Nuber per testing results.***
- W Donations to Universities in the amount of \$10,000 unallowable per 48 CFR 31.205-8.
- X Costs for Federal and State Income Tax Prep Fees in the amount of \$19,590 added back into the overhead schedule. ***Individual WSDOT policies prohibiting these costs in the overhead schedule no longer in effect.***
- Y Allowable portions for employee health club reimbursements and employee service awards in the amount of \$25,685.01 added back into the schedule per 48 CFR 31.205-13.
- Z \$32,151.81 for allowable amounts of office water and coffee for offices added back into the schedule per 48 CFR 31.205-13.
- 1 Office rent in the amount of \$66,000 previously excluded per common control but no longer applicable added back into the schedule.

**LMN Architects
Overhead Schedule
December 31, 2005**

Account Titles	GL Amount	LMN Adj. Amount	WSDOT Adj.	Ref.	Reviewed Amount	%
Direct Labor Base	<u>\$3,603,969</u>	<u>\$118,650</u>		I	<u>\$3,722,619</u>	
Indirect Expenses						
Indirect Salaries - Staff	\$2,020,080	(\$118,650)		I	\$1,901,430	51.08%
Vacation/Sick Leave	545,782				545,782	14.66%
Holidays	140,755				140,755	3.78%
Temporary Help	39,402				39,402	1.06%
Payroll Taxes	547,659				547,659	14.71%
Employee Bonuses	455,750				455,750	12.24%
Pension Plan	394,610				394,610	10.60%
Medical Insurance	426,870				426,870	11.47%
Education & Seminars	44,214				44,214	1.19%
Prof. Reg./Memberships	54,940	(6,351)		A	48,589	1.31%
Employee Moral Expenses	22,743		(6,641)	J	16,102	0.43%
Rent	791,919				791,919	21.27%
Phone	63,457	(170)		B	63,287	1.70%
Equip. Rent/R&M	122,504				122,504	3.29%
Office/Drafting Supplies	126,916				126,916	3.41%
Non project Postage	25,543				25,543	0.69%
Non project Reproduction	117,650				117,650	3.16%
Subscriptions & References	15,291				15,291	0.41%
Software/Computer Supplies	17,666				17,666	0.47%
Miscellaneous	73,470	(206)		E	73,264	1.97%
Legal/Accounting	129,666	(2,800)		C	126,866	3.41%
Professional Insurance	173,814				173,814	4.67%
Interest	52,001	(52,001)		K	0	0.00%
Business Taxes	325,125				325,125	8.73%
Business Consultants/Agencies	51,647				51,647	1.39%
Contributions	71,186	(71,186)		L	0	0.00%
Depreciation	223,794				223,794	6.01%
Automobile	81,096	(18,258)		D	62,838	1.69%
Business Meeting Meals	35,779	(6,621)		H,N	29,158	
Employee Transit Expense	25,159				25,159	0.68%
Non Project Meals	44,461	(4,001)	(8,980)	F,H	31,480	0.85%
Non Project Travel	84,516				84,516	
Non Project Lodging	45,979	(5,058)		G	40,921	
Public Relations	5,655	(5,655)		M	0	0.00%
Total Indirect Expenses	<u>\$7,397,099</u>	<u>(\$290,957)</u>	<u>(\$15,621)</u>		<u>\$7,090,521</u>	<u>190.47%</u>
Overhead Rate	205.25%				<u>190.47%</u>	

LMN Architects - Reviewed and Accepted 11/6/06 TA

References

- A Civic club memberships and lobbying costs unallowable per 48 CFR 31.205-1(f)(7), 48 CFR 31.205-22.
- B Telephone directory advertising deducted per 48 CFR 31.205-1 (f) (1)
- C Federal Tax preparation in excess of \$250.00 deducted per 48 CFR 31.205-41(b)(1),

**LMN Architects
Overhead Schedule
December 31, 2005**

Account Titles	GL Amount	LMN Adj. Amount	WSDOT Adj.	Ref.	Reviewed Amount	%
31.201-6(a) & WSDOT Policy						
D Personal use of company car, commuting portion of costs deducted per FARS 48 CFR 31.205-6 (m) (2).						
E Advertising costs deducted per 48 CFR 31.205-1(d)						
F Entertainment deducted per 48 CFR 31.205-14						
G Excess lodging cost deducted per Federal Travel Regulations 48 CFR 31.205-46(a)(2)(i),						
H Alcoholic beverages deducted per 48 CFR 31.205-51						
I Uncompensated overtime adjustment 48 CFR 37.115 & DCAA 6-410.5-(1)						
J Unallowable employee meal expenses per WSDOT Accounting Manual, Ch. 10, local meals						
K Interest is unallowable per 48 CFR 31.205-20						
L Contributions are unallowable per 48 CFR 31.205-8						
M Public Relations are unallowable per 48 CFR 31.205-1 (a)						
N Per WSDOT policy, Christmas party expenses over \$25.00 per employee and CFR31.205-14.						



March 2, 2010

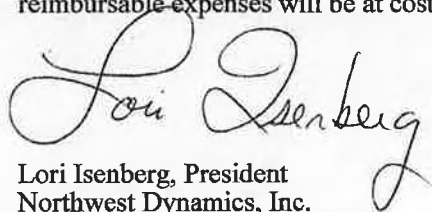
David Evans and Associates

Subject: Hourly Rate Statement

Below are the hourly billing rates for the consulting services Northwest Dynamics, Inc. These rates are fully burdened and are the lowest rates charged to our preferred clients. As a small business (one employee, under \$150,000 per year), we do not have audited overhead and profit rates. The rates provided are valid until December 31, 2010.

Direct Salary	148% Overhead	DSR + OHD	10% Fee	Billing Rate
\$35.00	51.80	\$ 86.8	\$ 8.68	\$ 95.48

Northwest Dynamics, Inc shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the Government Regulations. All sub-consultant costs and direct reimbursable expenses will be at cost with no mark-ups.



Lori Isenberg, President
Northwest Dynamics, Inc.



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

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

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 23, 2013

Thomas Sherry, President
T. C. Sherry & Assoc. DBA SPVV Landscape Architects
621 W. Mallon, Suite 306
Spokane, WA 99201-2181

Re: SPVV Landscape Architects Overhead Schedule
Fiscal Year End December 31, 2011

Dear Mr. Sherry:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by SPVV Landscape Architects.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of SPVV Landscape Architects accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing SPVV Landscape Architects overhead rate for the fiscal year ending December 31, 2011, at 125.38% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, when you provide next year's overhead schedule to our office or to your CPA firm, please submit either your internally prepared *Compensation Analysis*, or the *National Compensation Matrix* (NCM) worksheet.

If you, or any representatives of SPVV Landscape Architects, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

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



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

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

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

March 14, 2012

RECEIVED MAR 20 2012

Edwin G. Wagnild, CFO
Taylor Engineering, Inc.
106 W. Mission
Spokane, WA 99201-2337

Re: Taylor Engineering, Inc. Overhead Schedule
Fiscal Year End December 31, 2010

Dear Mr. Wagnild:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Taylor Engineering.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Taylor Engineering's accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Taylor Engineering's overhead rate for the fiscal year ending December 31, 2010, at 147.18% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.

Mr. Wagnild
March 14, 2012
Page 2

If you, or any representatives of Taylor Engineering, Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

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

Exhibit H

Title VI Assurances

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

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

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

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

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

(Refer to Agreement, Section IX)

Lump Sum Contracts

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

Cost Plus Fixed Fee Contracts

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

Specific Rates of Pay Contracts

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

Cost Per Unit of Work Contracts

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

Exhibit K

Consultant Claim Procedures

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

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

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

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 – Informing Consultant of Decision Regarding the Claim

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

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

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

Exhibit M-1(a)
Certification Of Consultant

Project No. 2012119

Local Agency _____

I hereby certify that I am David K. McMullen and duly authorized representative of the firm of KPFF Consulting Engineers whose address is 1601 Fifth Avenue, Suite 1600, Seattle, WA 98101 and that neither I nor the above firm I here represent has:

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

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

5/20/13
Date


Signature

Exhibit M-1(b)
Certification Of Agency Official

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

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

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

Date

Signature

Exhibit M-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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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 antitrust 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 (I) (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, or 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.

Consultant (Firm): KPFF Consulting Engineers

5/20/13
(Date)


(Signature) President or Authorized Official of Consultant

Exhibit M-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 an 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 any 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 required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 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 subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): KPFF Consulting Engineers

5/20/13
(Date)


(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate 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 15.401 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 KPFF Consulting Engineers * are accurate, complete, and current as of May 1, 2013 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm KPFF Consulting Engineers

Name David K. McMullen, PE

Title Principal, KPFF

Date of Execution*** 5/20/13

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** 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.



CERTIFICATE OF LIABILITY INSURANCE

262597

DATE (MM/DD/YYYY)
10/8/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (206) 892-9200 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 Union Street, Suite 1300 Seattle, WA 98101-1371	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Co.</td><td>25615</td></tr><tr><td>INSURER C: Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER D: Lloyds of London and various other insurers</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: Travelers Indemnity Company	25658	INSURER B: Charter Oak Fire Insurance Co.	25615	INSURER C: Travelers Property Casualty Co of America	25674	INSURER D: Lloyds of London and various other insurers		INSURER E:		INSURER F:	
INSURER	NAIC #														
INSURER A: Travelers Indemnity Company	25658														
INSURER B: Charter Oak Fire Insurance Co.	25615														
INSURER C: Travelers Property Casualty Co of America	25674														
INSURER D: Lloyds of London and various other insurers															
INSURER E:															
INSURER F:															
INSURED KPFF, Inc. 1601 5th Avenue, Suite 1600 Seattle, WA 98101															

COVERAGES

CERTIFICATE NUMBER: 5012834

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		680-1263L238-IND-12	10/10/12	10/10/13	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																			
MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BA-1283L587-12-GRP	10/10/12	10/10/13	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	XJUB-5836Y216-12	10/10/12	10/10/13	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATU-TORY LIMITS</td><td><input type="checkbox"/> OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER																			
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
D	Professional Liability/Pollution Liability		LDUSA1204384	10/10/12	10/10/13	<table border="1"><tr><td>\$5,000,000 Per Claim/\$5,000,000 Agg. \$250,000 SIR</td></tr></table>	\$5,000,000 Per Claim/\$5,000,000 Agg. \$250,000 SIR													
\$5,000,000 Per Claim/\$5,000,000 Agg. \$250,000 SIR																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Project #: 110152
University Place Pedestrian Overpass
City of Spokane is an Additional Insured under General Liability when required by written contract regarding their interest in the operations of the Name Insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Attn: Linda Hattenburg 808 W. Spokane Falls Blvd Spokane, Wa 99201-3343	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

MEMORANDUM

DEPARTMENT OF ENGINEERING SERVICES

DATE: April 24, 2013

TO: **Jan Quintrall**
Gary S. Nelson, P.E.; Principal Design Engineer
Mike Taylor, P.E., City Engineer

FROM: **Steve Hansen, P.E.; Senior Design Engineer**

SUBJ: Recommendation to Accept Design Fee Proposal from KPFF Consulting Engineers: University District Pedestrian/Bike Bridge

Background Info:

A request for qualifications for final design of the University District Bridge was sent out in January 2013. KPFF Consulting Engineers was the lone submittal (SOQ). A memo addressed to Mike Taylor from Steve Hansen dated February 7, 2013 recommended that we proceed to fee negotiations with KPFF. A fee proposal was received by the COS on April 4, 2013 with a total fee estimate of \$1,821,089 for final design services. COS staff along with contributions from outside consultants prepared an independent fee estimate for the project estimated at \$936,037. The COS rejected the initial proposal by KPFF and included a form titled "Consultant Contract Negotiation Data" as a basis for the rejection.

In general, the following criteria was used to reject the fee proposal

- Final design fees should be in the range of 8-14% relative to anticipated construction costs using basic costs.
- The KPFF estimate was 22.8% of the estimated construction cost vs 11.7% for the COS independent estimate (both including non-basic costs)
- Recent design fees for standard style bridges designed for the COS have been in the range of 9-12.4%.

After several phone conversations and a meeting with David McMullen, the principal engineer with KPFF, a new fee proposal was prepared and submitted to the COS along with a Fee Definition addressing comments by the COS. Following are highlights and further considerations:

- The Final Design fee estimate is \$1,300,016 or a reduction of \$521,073.
- KPFF argued that the construction estimate set by the COS for review purposes was too low at \$8,000,000. The TS&L (prepared by KPFF) suggested a range of \$7,440,978 to \$8,455,656. There is a legitimate argument that we should use the upper range for establishing a base cost. This would now set the KPFF fee estimate at 15.4% of the MACC (Maximum anticipated construction cost) including non-basic fees. If we are to remove non-basic fees, the percentage becomes 14.3 or very close to our max limit of 14%. *(Note: Non-basic fees are generally considered Right of Way costs and Environmental which are seldom proportional to*

construction costs.)

- This project can easily be considered a non standard structure with many design elements requiring a coordinated effort with the architectural team and structural modeling specific to this type of structure.

Additional Discussion:

- KPFF has substantially reduced what we considered overlapping hours with their Architectural sub-consultant.
- The revised fee proposal is now within 0.3% or \$24,852 over what we considered the upper range of an acceptable proposal.
- Options, if we reject the revised fee proposal:
 - Design in-house for cost of independent estimate (not recommended based on staff availability and this project being non-programmatic)
 - Re-advertise RFQ – this option is a possibility but would delay starting the design process. Also, there is no guarantee that another consultant would meet our fee criteria.
 - KPFF is familiar with this project and goals of both the COS and stakeholders.
 - Adequate funding is in place to accept the revised fee proposal if we choose to proceed.
- Based on the COS independent fee estimate and allowing for 25% escalation (unknowns, insurance, fixed fee, etc) the fee estimate prepared by the consultant should not exceed \$1,170,046.

Recommendation:

The revised fee proposal from KPFF is \$1,300,016 or 14.3% of the MACC excluding non-basic fees. I recommend accepting their proposal, providing KPFF reduced their fixed fee to 20% from 25%, thus meeting the 14% of construction limit that we have established. We would then proceed to developing the contract in the form of a Cost, Plus Fixed fee for a value not to exceed \$1,275,000.

copy: Engineering Services file
Team 4
Katherine Miller, P.E.
Mark Serbousek



2013 COS University Bridge Design, Fee Estimate - DRAFT

City of Spokane

UNIVERSITY PLACE PEDESTRIAN OVERPASS

Project Components:
411 foot span - Cable stayed bridge
Associated approach improvements
Estimated construction cost

Design Duration: 12 months

\$ 8,000,000

• 2013 Dollars

	Personnel Hours								Consultant Hours							Budget
	Principal Engineer	Senior Engineer	Associate Engineer	Field Engineer	Inspector	Designer Drafter (Tech 3)	Clerical	COS Hours	Structural	Surveying	Bridge Archit.	Landscape Archit.	Mechanical/Electrical	Geotech. Environ.	Consultant Equiv Hours	Total
Task 1: University Ped Bridge - Final Design																
1.0 PROJECT MANAGEMENT AND ADMINISTRATION																
1.10 - Project Schedule	2	24	25	2			8	61							0	\$ -
1.20 - Design Team Supplemental Agreements		24	6				40	70							0	\$ 5,682
1.30 - Progress Report	10	10	30				30	80							0	\$ 6,687
1.40 - Invoices	4	6	12				52	74							0	\$ 5,151
1.50 - Team meetings		48	90			42	25	205	40	28	40	63	24	32	227	\$ 40,307
2.0 TOPOGRAPHIC AND BOUNDARY SURVEY																
2.10 - Final Trail Alignment			15			20		35		110					110	\$ 13,757
2.20 - Right of Way Acquisition		4						4		25					25	\$ 2,928
2.21 - Title Report Review			5					5		91					91	\$ 9,550
2.22 - Acquisition Staking								0		47					47	\$ 4,700
2.23 - Right of Way and Easement Descriptions			7					7		70					70	\$ 7,631
2.24 - Quality Control Review of Right of Way Plans			10					10		29					29	\$ 3,801
2.25 - Final Right of Way Monumentation								0		102					102	\$ 10,200
3.0 SUPPLEMENTAL GEOTECHNICAL INVESTIGATION AND RECOMMENDATIONS																
3.10 - Final Geotechnical Investigation and Consultation								0						7	7	\$ 700
3.11 - Test Pit Explorations and Utility Locate								0							0	\$ -
3.12 - Laboratory Testing								0						45	45	\$ 4,500
3.13 - On-Site Stormwater Disposal Feasibility								0						43	43	\$ 4,300
3.14 - Consultation and Coordination								0						27	27	\$ 2,700
3.15 - Geotechnical Report								0							0	\$ -
4.0 BRIDGE AESTHETICS COLLABORATION																
4.10 - Design Development and Coordination (30% PSE)		25	40					65	44		220				264	\$ 32,677
4.20 - Design Development and Coordination (60%-100%)	6	25	60				10	101	88		300				388	\$ 48,176
4.30 - Urban Planning	8	25	40			60	10	143			100				100	\$ 22,033
5.0 ENVIRONMENTAL SERVICES ***																
5.10 - Follow-up visual Reconnaissance - Shreiner Property								0						18	18	\$ 1,760
5.20 - Phase II ESA			16					16						4	4	\$ 350
5.30 - Cleanup Action Plan			8					8						156	156	\$ 17,041
5.40 - Archaeological Monitoring				4				4						77	77	\$ 8,421
5.50 - Permitting Services			20					20						46	46	\$ 4,894
5.60 - Consultation and Internal Team Meetings		6	6					12						0	0	\$ 1,802
6.0 PUBLIC INVOLVEMENT																
6.10 - Project Kick-off Meeting		6	8			24		38						45	45	\$ 5,652
6.20 - Transit Connectivity		4	6			8		18							0	\$ -
6.30 - South Approach & Connectivity Coordination	5	20	50			40	8	123							0	\$ 3,049
6.40 - Washington State University Property Acquisition and Campus Connectivity	5	12	50			50	8	125							0	\$ 1,530
6.50 - Private Property Acquisition at South Landing	2	10	20			40	20	92							0	\$ 10,515
6.60 - Project Vernacular	4	30	50			60	5	149							0	\$ 10,362
6.70 - Utility Coordination		10	20			80		110							0	\$ 7,057
6.80 - Public Open House #1	4	8	20			50	16	98	16		120	6			0	\$ 12,699
6.90 - Public Open House #2	2	8	26			50	16	102	8		120	6			0	\$ 8,492
7.0 CIVIL ENGINEERING																
7.10 - Project Administration								0							142	\$ 21,763
7.11 - General Administration		60	60				100	220							134	\$ 21,260
7.12 - Coordination		52	100					152							0	\$ -
7.13 - Permitting Assistance		20	40				8	68							0	\$ -
7.14 - Meetings		60	80			60	10	210							0	\$ 17,478
7.20 - 30% Construction Documents		50	80			180	10	320							0	\$ 14,570
7.30 - 60% construction Documents		50	80			150	10	290							0	\$ 6,195
7.40 - 90% Construction Documents		50	80			150	10	290							0	\$ 18,405
7.50 - Final Construction Documents		80	120			175	25	400							0	\$ 25,767
8.0 STRUCTURAL ENGINEERING																
8.10 - Basis of Design								0	130						0	\$ 23,659
8.20 - Bridge Design								0	1325						0	\$ 33,076
8.30 - North Approach Ramp Design								0	150						130	\$ 13,000
8.40 - South Approach Ramp Design								0	150						150	\$ 15,000
8.50 - Miscellaneous Structures								0	100						100	\$ 10,000
9.0 MECHANICAL AND ELECTRICAL ENGINEERING																
9.10 - Project Management								0					32		0	\$ -
9.20 - Field Verification								0					16		16	\$ 1,600
9.30 - Design								0					318		318	\$ 31,800
9.40 - Approval								0					40		40	\$ 4,000
9.50 - Construction Documents								0							0	\$ -
10.0 LANDSCAPE ARCHITECTURE AND IRRIGATION DESIGN																
10.10 - Project Management								0				57			0	\$ -
10.20 - Illumination								0				33			57	\$ 5,700
10.30 - Wayfinding and Furnishings								0				42			33	\$ 3,300
10.40 - 30% Submittal								0				80			42	\$ 4,200
10.50 - 100% (Final) Submittal								0				217			80	\$ 8,000
11.0 REAL ESTATE APPRAISAL - not used (to be done outside contract)																
								0							217	\$ 21,700
12.0 BNSF PERMIT SUPPORT																
12.10 - Meetings with BNSF		10	20				15	45							0	\$ -
12.20 - Identify and Coordinate Right of Entry Approval		4	10				2	16							0	\$ 3,720
12.30 - Construction and Maintenance Agreement		10	20			25	6	61							0	\$ 1,442
12.40 - Coordinate with City, WUTC and BNSF		10	30			20		60							0	\$ 4,967
12.50 - BNSF Review and Approval of 30% and 100% Design		10	40			40	6	96							0	\$ 5,177
Misc. General Admin (in addition to Task 1)	40	104	52				50	246							0	\$ 7,823
															0	\$ 23,507
10% Management Reserve																\$ 85,094
Subtotal	92	875	1,452	6	0	1,324	500	4249	2051	502	900	504	430	548.4	4,935	\$ 936,037
TASK 2: Construction Support Services																
to be determined																
ridge																
Subtotal																not used
10% Management Reserve																
Subtotal																not used
Total																not used

* Deliverables/travel, etc. imbedded within hourly costs

** Consultant costs have been converted to equivalent hours based on \$100/hour

*** Consultant \$'s used for Environmental

Billable Rates (2013 rates)

Design Costs as percentage of Construction Dollars

11.70%

CM Support Costs as percentage of Construction Dollars

n/a

Principal Engineer x
Senior Engineer x
Associate Engineer x
Field Engineer x
Inspector x
Designer/Drafter (Tech 3) x
Clerical x

last updated 4/09/13 smh

**Agenda Sheet for City Council Meeting of:**

06/10/2013

Date Rec'd

5/29/2013

Clerk's File #

PRO 2013-0014

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**BRANDON 625-6419
BLANKENAGEL**Project #**

2013015

Contact E-Mail

BBLANKENAGEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Report Item

Requisition #**Agenda Item Name**

5900 - 6-YEAR COMPREHENSIVE STREET PROGRAM 2014-2019

Agenda Wording

Set Hearing for June 24, 2013 for the Six-Year Comprehensive Street Program, 2014-2019 (Various Neighborhood Councils).

Summary (Background)

RCW 35.77 provides that pursuant to a public hearing process, each City shall update its Six-Year Transportation Improvement Program annually prior to July 1st and file a copy of the adopted program with the Secretary of Transportation no later than July 31st of that same year. The Plan Commission held workshops on February 13, 2013 and April 24, 2013. A hearing was held on May 8, 2013 and has provided a recommendation of approval.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TAYLOR, MIKE

Study Session**Division Director**

QUINTRALL, JAN

Other

PCED 2/13/13 & 4/24/13

Finance

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

sdecker@spokanecity.org

For the Mayor

SANDERS, THERESA

bblankenagel@spokanecity.org

Additional Approvals

mserbousek@spokanecity.org

Purchasing

htrautman@spokanecity.org

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2014-2019 SIX YEAR STREET PROGRAM

A Recommendation of the City Plan Commission certifying that the 2014-2019 Six Year Street Program is in conformance with the City of Spokane's Comprehensive Plan.

FINDINGS OF FACT:

A. In May 2001, the City of Spokane adopted its Comprehensive Plan under the Growth Management Act (Chapter 36.70A RCW or "GMA").

B. The City's Comprehensive Plan is required to be consistent with the GMA.

C. The GMA requires that the City's annual Six Year Street Program shall be in conformance with the City's Comprehensive Plan.

D. The 2014-2019 Six Year Street Program identifies capital project activity which has implications on the growth of the community as envisioned by the goals and policies of the Comprehensive Plan

E. The City Plan Commission held a workshop on April 24, 2013, and also held a public hearing on May 8, 2013, to obtain public comments on the 2014-2019 Six Year Street Program.

F. The City Council must receive a recommendation from the City Plan Commission to certify that the 2014-2019 Six Year Street Program is in conformance with the City's Comprehensive Plan in effect on the day of certification.

G. The public testimony favored the proposed amendment and was heard by the Plan Commission.

ACTION: Motion approved to accept the staff's Findings of Fact A through G

CONCLUSIONS:

A. The 2014-2019 Six Year Street Program has been prepared in consideration of the City's Comprehensive Plan in specific detail

B. The 2014-2019 Six Year Street Program has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, to include the Arterial Street Plan.

ACTION: Motion approved to accept conclusions A and B by staff as conclusions of the Plan Commission.

RECOMMENDATIONS:

A. The Spokane City Plan Commission that the 2014-2019 Six Year Street Program is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.

B. By unanimous vote the Plan Commission recommends the approval of these amended documents by the City Council.

A handwritten signature in black ink, appearing to read "Michael Ekins". The signature is fluid and cursive, with the first name "Michael" written in a larger, more prominent script than the last name "Ekins".

**Michael Ekins, President
Spokane Plan Commission**

Date: May 9, 2013

RESOLUTION 2013-_____

WHEREAS, pursuant to the requirements of RCW 35.77.010, Laws of the State of Washington, the City of Spokane has prepared a revised and extended Six-Year Comprehensive Street Program for the ensuing six years, 2014 through 2019; and

WHEREAS, the Spokane City Plan Commission, on May 8, 2013, following a public hearing, found the 2014-2019 Six-Year Comprehensive Street Program to be in full conformance with the City's Comprehensive Plan; and

WHEREAS, the City of Spokane utilizes state and federal grants and low-interest loans as appropriate to supplement its financial resources and such anticipated funding is incorporated in the Six-Year Comprehensive Street Program, 2014-2019;

WHEREAS, pursuant to the above law, the City Council of the City of Spokane, being the legislative body of the City held a public hearing on the Six Year Comprehensive Street Program at 6:00 p.m., at City Hall in Spokane, Washington on the 24th day of June, 2013.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane that the revised and extended Six-Year Comprehensive Street Program 2014 through 2019 is hereby adopted; and,

BE IT FURTHER RESOLVED, that a copy of the revised and extended Six-Year Comprehensive Street Program for the six years 2014 through 2019, together with a copy of this resolution, be filed with the Secretary, Washington State Department of Transportation.

BE IT FURTHER RESOLVED, that City staff be authorized to apply for state and federal grants and low-interest loans in support of projects as identified in the Six-Year Comprehensive Street Program, 2014-2019;

Adopted this _____ day of June, 2013.

Terri Pfister, City Clerk

Approved as to Form:

Assistant City Attorney

NOTE: A Draft Copy of the 2014 - 2019 Six Year Comprehensive Street Program (192-page PDF) is available upon request in the Office of the City Clerk.