# 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 MIKE FAGAN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER TON SAMPER

COUNCIL MEMBER JON SNYDER 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 <a href="mailto:ggeorge-hatcher@spokanecity.org">ggeorge-hatcher@spokanecity.org</a>. 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	RECOMM	<u>ENDATION</u>
1.	Low bids meeting specifications of:	Approve All	
	a. Modern Machinery (Spokane, WA) for one Front		OPR 2013-0434
	Loading Pavement Grinder as a replacement unit for the Street Department—\$436,000.		BID 3933-13
	b. DFW Honda (Grapevine, TX) for two Honda ST-1300		OPR 2013-0435
	PA Police Motorcycles as replacement units for the Police Department—\$51,243.40.		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).  Gene Jacubczak	Approve	OPR 2013-0436
3.		Approve &	OPR 2013-0437
J.	and Urban Development Continuum of Care Program	Authorize	O1 1\ 2013-0437

and authorization to enter into contract with multiple Contracts

nonprofit agencies—\$2,976,339 revenue.

**George Dahl** 

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

## **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

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	5/29/2013
06/10/2013	Clerk's File #	OPR 2013-0434	
		Renews #	
Submitting Dept	FLEET SERVICES	Cross Ref #	
<b>Contact Name/Phone</b>	GENE JAKUBCZAK 625-7865	Project #	
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG	Bid #	3933-13
Agenda Item Type	Purchase w/o Contract	Requisition #	RE #16597
Agenda Item Name	5100-FLEET SERVICES PURCHASE OF FR	RONT LOADING PAVE	MENT 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.

Fiscal Impact			Budget Account		
Expense	<b>\$</b> 436,000.00		<b>#</b> 5110-71400-94000-56413		
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approva	als_		<b>Council Notification</b>	<u>ıs</u>	
Dept Hea	<u>ad</u>	JAKUBCZAK, GENE	Study Session		
Division	<u>Director</u>	ROMERO, RICK	<u>Other</u>	PWC 5/13/13	
<u>Finance</u>		LESESNE, MICHELE	Distribution List		
Legal		BURNS, BARBARA	Purchasing: tprnce		
For the N	<u>/layor</u>	SANDERS, THERESA	Fleet Services: gjakubczak & Fleetservices		
Addition	nal Approvals	<u>5</u>	Taxes & Licenses		
<u>Purchasi</u>	ing	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 W120Fi Milling Machine	\$400,000.00
	(used)	
	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.

#### <u>Impact</u>

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.

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	5/29/2013
06/10/2013	Clerk's File #	OPR 2013-0435	
		Renews #	
Submitting Dept	FLEET SERVICES	Cross Ref #	
<b>Contact Name/Phone</b>	GENE JAKUBCZAK 625-7865	Project #	
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG	Bid #	3935-13
Agenda Item Type	Purchase w/o Contract	Requisition #	RE# 16604
Agenda Item Name	5100 - FLEET SERVICES PURCHASE OF F	POLICE MOTORCYCLE	S

#### **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.

Fiscal I	mpact		Budget Account		
Expense \$ 25,000.00		<b>#</b> 1620-91133-94000-56404			
Expense	<b>\$</b> 26,243.40		# 1600-11500-94000-56	5404	
Select	\$		#		
Select	\$		#		
Approva	als_		Council Notification	ons	
Dept Head		JAKUBCZAK, GENE	Study Session		
<b>Division Director</b>		ROMERO, RICK	<u>Other</u>	PWC 5/13/13	
<u>Finance</u>		LESESNE, MICHELE	Distribution List		
<u>Legal</u>		BURNS, BARBARA	Purchasing: tprince		
For the N	<u>llayor</u>	SANDERS, THERESA	Fleet: gjakubczak & fleet	services	
Addition	nal Approvals	<u>i</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	\$23,506.13	\$47,012.30
	Motorcycle		
	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	\$26,498.24/ea \$52,996.48 Option #1 (2012)	\$23,793.00/ea \$47,586.00	\$22,502.00/ea \$45,004.00	\$23,509.15/ea \$47,012.30
	2012 Honda ST-1300PA	\$26,498.24/ea Option #2 (2012) \$50,297.48 \$23,799.24/ea Option #2 (New Display 2009) Honda ST-1300 PA	2013 Kawasaki Concurs 14P	2013 Yamaha FJR 1300P Black Hawk	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.	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.	

				1	
WARRANTY: BASICUNIT Miles Months Hours % Coverage E NGINE Miles Months Hours % Coverage TRANSMISSION Miles Months Hours % Coverage FRONT AXLE Miles Months Hours % Coverage FRONT AXLE Miles Months Hours % Coverage REAR AXLE	UNLIMITED 36 UNLIMITED 100%  UNLIMITED 36 UNLIMITED 100%  UNLIMITED 100%  UNLIMITED 100%  UNLIMITED 100%	UNLIMITED 36 UNLIMITED 100%  UNLIMITED 36 UNLIMITED 100%  UNLIMITED 100%  UNLIMITED 100%  UNLIMITED 100%	UNLIMITED 36 UNLIMITED 100%  UNLIMITED 36 UNLIMITED 100%  UNLIMITED 36 UNLIMITED 100%  UNLIMITED 100%	UNLIMITED 36 UNLIMITED 100%  UNLIMITED 36 UNLIMITED 100%  UNLIMITED 36 UNLIMITED 100%  UNLIMITED 100%	UNLIMITED 36 UNLIMITED 100%  UNLIMITED 36 UNLIMITED 100%  UNLIMITED 36 UNLIMITED 100%  UNLIMITED 100%
REAR AXLE Miles Months Hours % Coverage	UNLIMITED 36 UNLIMITED 100%	UNLIMITED 36 UNLIMITED 100%	UNLIMITED 36 UNLIMITED 100%	UNLIMITED 36 UNLIMITED 100%	UNLIMITED 36 UNLIMITED 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).

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	5/29/2013
06/10/2013		Clerk's File #	OPR 2013-0436
	Renews #		
Submitting Dept	FLEET SERVICES	Cross Ref #	
<b>Contact Name/Phone</b>	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 - MISCELLANEC	US LUBRICANTS - STA	ATE 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	<b>\$</b> 150,000.00		# various		
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approva	<u>ls</u>		<b>Council Notification</b>	s	
Dept Head	<u>d</u>	JAKUBCZAK, GENE	Study Session		
Division Director		ROMERO, RICK	<u>Other</u>	PWC 5/13/13	
<u>Finance</u>		LESESNE, MICHELE	Distribution List		
<u>Legal</u>		BURNS, BARBARA	Purchasing: tprince		
For the M	<u>ayor</u>	SANDERS, THERESA	Fleet Services: gjakubczak & fleetservices		
Addition	al Approvals	<u> </u>	Taxes & Licenses		
Purchasing PR		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.

#### <u>Impact</u>

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.

#### <u>Funding</u>

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

SPOKANE Agenda Sheet	POKANE Agenda Sheet for City Council Meeting of:		
06/10/2013	Clerk's File #	OPR 2013-0437	
	Renews #	OPR 2012-0224	
Submitting Dept	HUMAN SERVICES	Cross Ref #	
<b>Contact Name/Phone</b>	GEORGE DAHL 6256036	Project #	
Contact E-Mail	GDAHL@SPOKANECITY.ORG	Bid #	
Agenda Item Type Contract Item		Requisition #	
Agenda Item Name	GRAM RENEWAL AW	ARD	

#### **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.

Fiscal Impact		Budget Account				
Expense	<b>\$</b> 2,747,405.50		<b>#</b> 1540-95465-51200-54201			
Revenue	<b>\$</b> 2,976,339.00		<b>#</b> 1540-95465-99999-33114			
Select	\$		#			
Select	\$		#			
Approval	s		Council Notifications			
Dept Head	1	ALLARD, JERRIE	Study Session			
<u>Division D</u>	<u> irector</u>	MALLAHAN, JONATHAN	<u>Other</u>	PCED 6/3/13		
<u>Finance</u>		LESESNE, MICHELE	Distribution List			
<u>Legal</u>		BURNS, BARBARA	cfriesen			
For the Ma	<u>ayor</u>	SANDERS, THERESA	gda hl			
Additiona	al Approvals	<u> </u>	jchaffins			
<u>Purchasin</u>	<u>g</u>					

#### BRIEFING PAPER

#### **City of Spokane**

# Community and Neighborhood Services Division Community, Housing and Human Services Department June 3, 2013

#### <u>Subject</u>

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.

#### <u>Impact</u>

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	WA 0106B 0T 021104	\$ 40,795.50	\$ 2,637.50	\$ 43,433.0
Catholic Charities Hanson House	WA 0108B 0T 021104	\$ 109,384.50	\$ 11,807.50	\$ 121,192.0
Catholic Charities St. Margaret's Transitional Housing	WA 0109B 0T 021104	\$ 62,290.50	\$ 6,152.50	\$ 68,443.0
Catholic Charities Summit View PH	WA0110C0T021104	\$ 165,978.50	\$ 5,394.50	\$ 171,373.0
lew Horizons/VOA PH	WA0111C0T021104	\$ 353,844.50	\$ 12,084.50	\$ 365,929.0
Community Detox Transitional Housing	WA0112B0T021104	\$ 53,395.50	\$ 3,926.50	\$ 57,322.0
Comprehensive Housing & Services for Homeless Singles, Youth & Families	WA 0113B 0T 021104	\$ 210,909.00	\$ 75,018.00	\$ 285,927.0
SHA Vets PRA PH	WA0115C0T021104	\$ 90,713.00	\$ 3,041.00	\$ 93,754.0
Salem Arms 2 Permanent Housing	WA 0117B 0T 021104	\$ 84,818.50	\$ 4,404.50	\$ 89,223.0
Spokane Housing Ventures Permanent Supportive Housing	WA 0120B 0T 021104	\$ 39,674.00	\$ 382.00	\$ 40,056.0
SNAP Supportive Services for Homeless Families	WA 012 1B 0T 021 104	\$ 25,386.50	\$ 2,942.50	\$ 28,329.0
SNAP Transitional Housing for Families	WA 0122B 0T 021104	\$ 158,273.50	\$ 12,512.50	\$ 170,786.0
ransitions Miryam's House	WA 0123B 0T 021104	\$ 82,899.50	\$ 7,488.50	\$ 90,388.0
ransitions Transitional Living Center	WA 0124B 0T 021104	\$ 101,461.00	\$ 6,561.00	\$ 108,022.0
ransitions Women's Hearth	WA 0125B 0T 021104	\$ 35,433.00	\$ 4,108.00	\$ 39,541.0
OA Alexandria's House Transitional Housing	WA 0126B 0T 021104	\$ 72,572.50	\$ 6,072.50	\$ 78,645.0
OA Crosswalk	WA 0127B 0T 021104	\$ 26,524.00	\$ 1,743.00	\$ 28,267.0
OA Hope House Permanent Supportive Housing	WA 0128B 0T 021104	\$ 48,227.00	\$ 5,113.00	\$ 53, 340.0
OA Off-Site Permanent Housing	WA 0129B 0T 021104	\$ 99,179.00	\$ 10,866.00	\$ 110,045.0
OA Samaritan 05-06 Bonus	WA 0130B 0T 021104	\$ 184,912.50	\$ 10,144.50	\$ 195,057.0
WCA ADV Transitional Housing	WA 0133B 0T 021104	\$ 40,914.00	\$ 3,953.00	\$ 44,867.0
WCA/VOA Supportive Services for DV Victims	WA 0136B 0T 021104	\$ 155,796.00	\$ 17, 123.00	\$ 172,919.0
Spokane Housing Authority TRA PH	WA0208C0T021103	\$ 99,969.00	\$ 3,369.00	\$ 103,338.0
OA PH Samaritan Bonus 2009	WA 02 18B 0T 02 1101	\$ 113,589.50	\$ 3,732.50	\$ 117,322.0
OA Samaritan PH Bonus 2010	WA 0231B0T 021000	\$ 87,320.00	\$ 1,680.00	\$ 89,000.0
Catholic Charities Valor Haven	WA 0248B 0T 021100	\$ 133,529.50	\$ 4,388.50	\$ 137,918.0
OA PH Bonus 2011	WA 0249B 0T 021100	\$ 69,615.50	\$ 2,287.50	\$ 71,903.0
		\$ 2,747,405.50	\$ 228,933.50	\$ 2,976,339.0

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	5/29/2013
06/10/2013		Clerk's File #	PRO 2012-0008
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
<b>Contact Name/Phone</b>	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		<b>Budget Account</b>	
Select \$		#	
Approvals		<b>Council Notification</b>	<u>s</u>
Dept Head	TAYLOR, MIKE	Study Session	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<b>Distribution List</b>	
<u>Legal</u>	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	mhughes@spokanecity.org	
Additional Approvals	<u> </u>	cclark@spokanecity.org	
<u>Purchasing</u>		kmoat@spokanecity.org	
		areid@spokanecity.org	
		rriedinger@spokanecity.or	g
		htrautman@spokanecity.o	rg

#### **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.

\$166,930.10

#### 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				
2010	 042 LID	STREET IMPROVEMENTS OF 14TH AVENUE STREET TO HAVANA STREET; CUBA STREE AVENUE TO 13TH AVENUE					
		Completed Contract Price Engineering Costs City Clerk City Treasurer Accounting Interest on Contract Payments Bonds Attorney's Fee Relocate Hydrant Postal CBU Traffic Signs Tree Related Geotech Related	\$ 255,214.64 138,294.53 256.59 2,670.00 2,440.18 12,506.70 255.00 2,503.94 6,734.44 1,445.00 126.84 22,079.58 9,853.11				
		Total Project Cost	\$ 454,380.55				
		Community Development Block Grant 10-Year Street Bond	21,757.21 265,693.24				

TOTAL NET PROJECT ASSESSMENT

#### PAGE 2

PARCEL ADDRESS P-SIGN

E 4221 14TH AV

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SPOKANE WA 99202-5462USA SPOKANE WA

22534-5519 / 35224.5519 TUDOR HEIGHTS ADD LOT 15 BLK 28

5 PARCEL-NO LEGAL-DESCRIPTION

#### CITY OF SPOKANE PUBLIC WORKS DEPARTMENT

	**** FINAL ASSESS	EMENT ROLL ****		
PBWK FILE	PROJECT DESCRIPTION			
2010042 LID	STREET IMPROVEMENTS OF 14TH AVENUE AVENUE TO 13TH AVENUE			
1 PARCEL-NO I	####### 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	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ALLEN, GREGORY K & HIROMI E 4204 13TH AVE SPOKANE WA 99202	N ALLEN, GREGORY K & HIROMI N E 4204 13TH AVE SPOKANE WA 99202	.00	CUBA STREET 6,709	
	======================================		PARCEL ADDRESS	P-SIGN
	TUDOR HTS S1/2 OF LTS 8&9 BLK 28		S 1305 CUBA ST	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WILSON, ROBERT R S 1305 CUBA ST SPOKANE WA 99202	WILSON, ROBERT R S 1305 CUBA ST SPOKANE WA 99202	.00	CUBA STREET 6,709 DRIVEWAY 230 TRANSITION 1,535	0.84 5.79
	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	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
	VANNOTE, DEANNE E 4218 13TH AVE -5462USA SPOKANE WA 99202-5462US.		CUBA STREET 1,206	1,206.63
	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	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HAMILTON, DAVID H & JULIE E 4212 13TH AVE		.00	CUBA STREET 1,688	1,689.28 9.28

99202-5462USA

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#### CITY OF SPOKANE PUBLIC WORKS DEPARTMENT

\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE	PROJECT DESCRIPTION			
2010042 LID	STREET IMPROVEMENTS OF 14TH AVENUE F AVENUE TO 13TH AVENUE			
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	
CACAMED THE THOUSE OF TAMEON		3,350.16		3,672.18
E 4227 14TH AVE	SHCHERBINA, LEONID & LYUBOV E 4227 14TH AVE	3,350.16	DRIVEWAY 35	5.93
SPOKANE WA 99202	SPOKANE WA 99202			5.09
	-DESCRIPTION		PARCEL ADDRESS	P-SIGN
22534-5520 / 35224.5520 TUDOR			E 4227 14TH AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	
	CHATTER TEAMTO A	3,350.16		3,930.91
SHCHERBINA, LEONID A E 4227 14TH AVE	SHCHERBINA, LEONID A E 4227 14TH AVE	3,350.10	DRIVEWAY 119	· ·
SPOKANE WA 99202	SPOKANE WA 99202		TRANSITION 469	5.33
	-DESCRIPTION		PARCEL ADDRESS	P-SIGN
22534-5521 / 35224.5521 TUDOR			E 4231 14TH AV	Y
				TOTAL
		DISTRICT		
TAXPAYER	OWNER/PURCHASER	ASSESSMENT		ASSESSMENT
	WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE		DRIVEWAY 17:	ASSESSMENT 7,701.61 2.63
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 17: TRANSITION 82:	ASSESSMENT 7,701.61 2.63 8.65
WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202  8 PARCEL-NO LEGAL	WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202	6,700.33	DRIVEWAY 17: TRANSITION 82: PARCEL ADDRESS	ASSESSMENT 7,701.61 2.63 8.65
WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202  8 PARCEL-NO LEGAL	WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202	6,700.33	DRIVEWAY 17: TRANSITION 82: PARCEL ADDRESS	ASSESSMENT 7,701.61 2.63 8.65
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 17: TRANSITION 82: PARCEL ADDRESS	ASSESSMENT 7,701.61 2.63 8.65
WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202  8 PARCEL-NO LEGAL 22534-5522 / 35224.5522 25-43	WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202	6,700.33  LT18 BLK28  DISTRICT ASSESSMENT	DRIVEWAY 17: TRANSITION 82:  PARCEL ADDRESS  E 4235 14TH AV  SPECIAL ASSESSMENTS	ASSESSMENT 7,701.61 2.63 8.65 P-SIGN N TOTAL ASSESSMENT
WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202  8 PARCEL-NO LEGAL 22534-5522 / 35224.5522 25-43	WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202 DESCRIPTION  -SE1/4 OF SEC22; TUDOR HEIGHTS ADD,  OWNER/PURCHASER	6,700.33  LT18 BLK28  DISTRICT  ASSESSMENT	DRIVEWAY 17: TRANSITION 82:  PARCEL ADDRESS  E 4235 14TH AV  SPECIAL ASSESSMENTS	ASSESSMENT 7,701.61 2.63 8.65 P-SIGN N TOTAL, ASSESSMENT
WELCH, SHAWN M / GOODSALL, SHAE 4231 14TH AVE SPOKANE WA 99202  8 PARCEL-NO LEGAL  22534-5522 / 35224.5522 25-43  TAXPAYER  VANDERVERT, MICHAEL & MARIA	WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202  -DESCRIPTION  -SE1/4 OF SEC22; TUDOR HEIGHTS ADD,  OWNER/PURCHASER  VANDERVERT, MICHAEL & MARIA	6,700.33  LT18 BLK28  DISTRICT ASSESSMENT	DRIVEWAY 17: TRANSITION 82:  PARCEL ADDRESS  E 4235 14TH AV  SPECIAL ASSESSMENTS	ASSESSMENT 7,701.61 2.63 8.65 P-SIGN N TOTAL, ASSESSMENT 8,597.13
WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202  8 PARCEL-NO LEGAL  22534-5522 / 35224.5522 25-43  TAXPAYER  VANDERVERT, MICHAEL & MARIA E 4235 14TH AVE	WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202 DESCRIPTION  -SE1/4 OF SEC22; TUDOR HEIGHTS ADD,  OWNER/PURCHASER  VANDERVERT, MICHAEL & MARIA E 4235 14TH AVE	6,700.33  LT18 BLK28  DISTRICT  ASSESSMENT	DRIVEWAY 17: TRANSITION 82:  PARCEL ADDRESS  E 4235 14TH AV  SPECIAL ASSESSMENTS  DRIVEWAY 21	ASSESSMENT 7,701.61 2.63 8.65 P-SIGN N TOTAL ASSESSMENT 8,597.13
WELCH, SHAWN M / GOODSALL, SHAE 4231 14TH AVE SPOKANE WA 99202  8 PARCEL-NO LEGAL  22534-5522 / 35224.5522 25-43  TAXPAYER  VANDERVERT, MICHAEL & MARIAE 4235 14TH AVE SPOKANE WA 99202	WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202  -DESCRIPTION  -SE1/4 OF SEC22; TUDOR HEIGHTS ADD,  OWNER/PURCHASER  VANDERVERT, MICHAEL & MARIA	6,700.33  LT18 BLK28  DISTRICT  ASSESSMENT  7,347.29	DRIVEWAY 17: TRANSITION 82:  PARCEL ADDRESS  E 4235 14TH AV  SPECIAL ASSESSMENTS  DRIVEWAY 21 TRANSITION 1,03	ASSESSMENT 7,701.61 2.63 8.65 P-SIGN N TOTAL ASSESSMENT 8,597.13 7.19 2.65
WELCH, SHAWN M / GOODSALL, SHAE E 4231 14TH AVE SPOKANE WA 99202  8 PARCEL-NO LEGAL  22534-5522 / 35224.5522 25-43  TAXPAYER  VANDERVERT, MICHAEL & MARIA E 4235 14TH AVE SPOKANE WA 99202  9 PARCEL-NO LEGAL	WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202	6,700.33  LT18 BLK28  DISTRICT ASSESSMENT  7,347.29	DRIVEWAY 17: TRANSITION 82:  PARCEL ADDRESS  E 4235 14TH AV  SPECIAL ASSESSMENTS  DRIVEWAY 21 TRANSITION 1,03	ASSESSMENT 7,701.61 2.63 8.65 P-SIGN N TOTAL, ASSESSMENT 8,597.13 7.19 2.65
WELCH, SHAWN M / GOODSALL, SHAE 4231 14TH AVE SPOKANE WA 99202  8 PARCEL-NO LEGAL  22534-5522 / 35224.5522 25-43  TAXPAYER  VANDERVERT, MICHAEL & MARIAE 4235 14TH AVE SPOKANE WA 99202  9 PARCEL-NO LEGAL	WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202 DESCRIPTION  -SE1/4 OF SEC22; TUDOR HEIGHTS ADD,  OWNER/PURCHASER  VANDERVERT, MICHAEL & MARIA E 4235 14TH AVE SPOKANE WA 99202	6,700.33  LT18 BLK28  DISTRICT ASSESSMENT  7,347.29	DRIVEWAY 17: TRANSITION 82:  PARCEL ADDRESS  E 4235 14TH AV  SPECIAL ASSESSMENTS  DRIVEWAY 21 TRANSITION 1,03	ASSESSMENT 7,701.61 2.63 8.65 P-SIGN N TOTAL, ASSESSMENT 8,597.13 7.19 2.65
WELCH, SHAWN M / GOODSALL, SHAE 4231 14TH AVE SPOKANE WA 99202  8 PARCEL-NO LEGAL  22534-5522 / 35224.5522 25-43  TAXPAYER  VANDERVERT, MICHAEL & MARIAE 4235 14TH AVE SPOKANE WA 99202  9 PARCEL-NO LEGAL  22534-5523 / 35224.5523 TUDOR  TAXPAYER	WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202  -DESCRIPTION  -SE1/4 OF SEC22; TUDOR HEIGHTS ADD,  OWNER/PURCHASER  VANDERVERT, MICHAEL & MARIA E 4235 14TH AVE SPOKANE WA 99202  -DESCRIPTION  HEIGHTS ADDITION LT 10 BLK 28  OWNER/PURCHASER	G,700.33  LT18 BLK28  DISTRICT ASSESSMENT  7,347.29  DISTRICT ASSESSMENT	DRIVEWAY 17: TRANSITION 82:  PARCEL ADDRESS  E 4235 14TH AV  SPECIAL ASSESSMENTS  DRIVEWAY 21 TRANSITION 1,03  PARCEL ADDRESS  E 4203 14TH AV  SPECIAL ASSESSMENTS	ASSESSMENT 7,701.61 2.63 8.65 P-SIGN N TOTAL ASSESSMENT 8,597.13 7.19 2.65 P-SIGN Y TOTAL ASSESSMENT
WELCH, SHAWN M / GOODSALL, SHAE 4231 14TH AVE SPOKANE WA 99202  8 PARCEL-NO LEGAL  22534-5522 / 35224.5522 25-43  TAXPAYER  VANDERVERT, MICHAEL & MARIAE 4235 14TH AVE SPOKANE WA 99202  9 PARCEL-NO LEGAL  22534-5523 / 35224.5523 TUDOR  TAXPAYER	WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202	G,700.33  LT18 BLK28  DISTRICT ASSESSMENT  7,347.29  DISTRICT ASSESSMENT	DRIVEWAY 17: TRANSITION 82:  PARCEL ADDRESS  E 4235 14TH AV  SPECIAL ASSESSMENTS  DRIVEWAY 21 TRANSITION 1,03  PARCEL ADDRESS  E 4203 14TH AV  SPECIAL ASSESSMENTS	ASSESSMENT 7,701.61 2.63 8.65 P-SIGN N TOTAL ASSESSMENT 6,597.13 7.19 2.65 P-SIGN Y TOTAL ASSESSMENT
WELCH, SHAWN M / GOODSALL, SHAE 4231 14TH AVE SPOKANE WA 99202  8 PARCEL-NO LEGAL  22534-5522 / 35224.5522 25-43  TAXPAYER  VANDERVERT, MICHAEL & MARIAE 4235 14TH AVE SPOKANE WA 99202  9 PARCEL-NO LEGAL  22534-5523 / 35224.5523 TUDOR  TAXPAYER	WELCH, SHAWN M / GOODSALL, SHA E 4231 14TH AVE SPOKANE WA 99202  -DESCRIPTION  -SE1/4 OF SEC22; TUDOR HEIGHTS ADD,  OWNER/PURCHASER  VANDERVERT, MICHAEL & MARIA E 4235 14TH AVE SPOKANE WA 99202  -DESCRIPTION  HEIGHTS ADDITION LT 10 BLK 28  OWNER/PURCHASER	G,700.33  LT18 BLK28  DISTRICT ASSESSMENT  7,347.29  DISTRICT ASSESSMENT	DRIVEWAY 17: TRANSITION 82:  PARCEL ADDRESS  E 4235 14TH AV  SPECIAL ASSESSMENTS  DRIVEWAY 21 TRANSITION 1,03  PARCEL ADDRESS  E 4203 14TH AV  SPECIAL ASSESSMENTS	ASSESSMENT 7,701.61 2.63 8.65 P-SIGN N TOTAL ASSESSMENT 8,597.13 7.19 2.65 P-SIGN Y TOTAL ASSESSMENT 10,698.27

E 3105 BOONE AVE

E 3105 BOONE AVE E 3105 BOONE AVE 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 FRO			
*********************	************************************	**********	TRANSITION 651	
		***********		
	GAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
	DOR HEIGHTS ADDITION LT 11 BLK 28		E 4207 14TH AV	У
		DISTRICT		TOTAL
TAXPAYER	OWNER/PURCHASER	ASSESSMENT	SPECIAL ASSESSMENTS	
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
***************************************	********************************			
	GAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
	DOD UNITGUING ADDITION IN 10 DIV 20		E 4209 14TH AV	У
22534-5525 / 35224.5525 TUI	DOR HEIGHTS ADDITION LT 12 BLK 28		E 4209 141H AV	1
		DISTRICT		TOTAL
TAXPAYER	OWNER/PURCHASER	ASSESSMENT	SPECIAL ASSESSMENTS	
		*****		
STINEBAUGH, BRADLEY & AMY	STINEBAUGH, BRADLEY & AMY	6,482.87	GYD Y GWDYYM 010	6,867.56
E 4209 14TH AVE	E 4209 14TH AVE		CUBA STREET 210	
SPOKANE WA 99202	SPOKANE WA 99202		DRIVEWAY 142 TRANSITION 31	
	GAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
	DOR HEIGHTS ADDITION LTS 13 & 14 BLK 28	3	E 4211 14TH AV	Υ
		DISTRICT		TOTAL
TAXPAYER	OWNER/PURCHASER	ASSESSMENT	SPECIAL ASSESSMENTS	ASSESSMENT
				=======================================
ODOM, LILLINA B / PHELPS, T	ERE ODOM, LILLINA B / PHELPS, TERE	3,350.17		3,393.80
E 4211 14TH AVE	E 4211 14TH AVE		DRIVEWAY 35	.68
	30USA SPOKANE WA 99202-5430USA			. 95
	GAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
22534-5602 / 35224.5602 TU			E 4120 13TH AV	N
		DIOMPION		TOTAL
MA VON VOD	OVERTED / PRINCIPLE CENT	DISTRICT	CDECTAL A COROCANDATO	
TAXPAYER	OWNER/PURCHASER	ASSESSMENT	SPECIAL ASSESSMENTS	ASSESSMENT
CAMPBELL RENTALS LLC	CAMPBELL RENTALS LLC	.00		1,689.28

CUBA STREET 1,689.28

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#### CITY OF SPOKANE PUBLIC WORKS DEPARTMENT

\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE	PR	OJECT DESCRIPTION		Ø			
2010042 LID				OM CUBASTREET TO	HAVANA STREET; CUBA S	STREET FROM 14	тн
		ENUE TO 13TH AVENUE					
14 PARCEL-NO	LEGAL-DE	SCRIPTION			PARCEL ADDRESS		P-SIGN
22534-5611 / 35224.5611	TUDOR HT	S LT 1 BLK 27			E 4128 13TH AV		N
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	SPECIAL ASSES	SSMENTS	TOTAL ASSESSMENT
DECLIES GUAN					***************************************		9,660.91
PROUTY, SUSAN E 4128 13TH AVE		PROUTY, SUSAN E 4128 13TH AVE		, 00	CUBA STREET	8,929.02	-
SPOKANE WA 99202		SPOKANE WA	99202		DRIVEWAY	641.72	
DI OTALIA MI		DI VILLE I	33200		TRANSITION	90.17	
*****************				***********	***************		**********
15 PARCEL-NO					PARCEL ADDRESS		P-SIGN
22534-5612 / 35224.5612					E 4124 13TH AV		N
				DISTRICT			TOTAL
TAXPAYER		OWNER/PURCHASER		ASSESSMENT	SPECIAL ASSE	SSMENTS	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			99202-5419USA				
16 PARCEL-NO	LEGAL-DE	SCRIPTION			PARCEL ADDRESS		P-SIGN
22534-5613 / 35224.5613					E 4127 14TH AV		N
				DIGNOTOR			TOTAL
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	SPECIAL ASSE	COMPNITO	
IAAPAIEK		•			SECTAL ASSE		ADDEDONENT
LYTLE, KENNETH L & DEANN		LYTLE, KENNETH L		.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		SCRIPTION	=======================================	=======================================	PARCEL ADDRESS		P-SIGN
27531-0101 / 35271.0101	TUDOR HI	S L1 B29			E 4238 14TH AV		N
				DISTRICT			TOTAL
TAXPAYER		OWNER/PURCHASER			SPECIAL ASSE		
							2 000 01
LEWIS, CLYDE E & KATHRYN			KATHRYN A	3,852.41	TDANGTTON	120.30	3,972.71
E 4238 14TH AVE SPOKANE WA 99202		E 4238 14TH AVE SPOKANE WA	99202-		TRANSITION	120.30	
******************	********	*****	***********				
18 PARCEL-NO					PARCEL ADDRESS		
27531-0102 / 35271.0102					E 4216 14TH AV		Y

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#### CITY OF SPOKANE PUBLIC WORKS DEPARTMENT

\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE	PROJECT DESCRIPTION			
2010042 LID	STREET IMPROVEMENTS OF 14TH AVENUE FRO			
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
SPILDE, JOEL L E 4216 14TH AVE	SPILDE, J L E 4216 14TH AVE -5431USA SPOKANE WA 99202-5431USA	20,864.09	NSITION 610.	21,474.23
19 PARCEL-NO	LEGAL-DESCRIPTION		PARCEL ADDRESS	.P-SIGN
	TUDOR HTS LT 5 & E1/2 OF LT 6 BLK 29 OF BEN BURR BLVD LYG SLY & ADJ			Y
TAXPAYER	OWNER/PURCHASER		SPECIAL ASSESSMENTS	
BRANOM, JARED A E 4208 14TH SPOKANE WA 99202			NSITION 768.	
20 PARCEL-NO	LEGAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
	TUDOR HTS LT 7 & W1/2 OF LT 6 BLK 29 OF BEN BURR BLVD LYG SLY & ADJ			И
TAXPAYER	OWNER/PURCHASER		SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
LARMER, DENISE D E 4205 15TH AVE SPOKANE WA 99223	LARMER, DENISE D E 4205 15TH AVE	9,984.94		9,984.94
21 PARCEL-NO	LEGAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
	TUDOR HTS LT 8 & E1/2 OF LT 9 BLK 29 OF BEN BURR BLVD LYG SLY & ADJ			N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT		TOTAL ASSESSMENT
E 4127 15TH AVE SPOKANE WA 99223	IN E TRUSLER, PHILLIP N CAITLIN E E 4127 15TH AVE SPOKANE WA 99223	9,772.91		9,772.91
22 PARCEL-NO	LEGAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
	TUDOR HEIGHTS N 80FT LT10 AND N 80FT OF W1/		E 4128 14TH AV	N

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PUBLIC WORKS DEPARTMENT

PAGE 7

\*\*\*\*\* 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

DISTRICT TOTAL TAXPAYER OWNER/PURCHASER ASSESSMENT SPECIAL ASSESSMENTS ASSESSMENT ............. ....... LYCAN, CECILE A 8,154.96 8,817.03 LYCAN, CECILE A W 1107 27TH AVE 586.82 W 1107 27TH AVE DRIVEWAY

SPOKANE WA 99203-1310USA SPOKANE WA 99203-1310USA TRANSITION 75.25

PAGE 8

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2010042 LID

# CITY OF SPOKANE PUBLIC WORKS DEPARTMENT

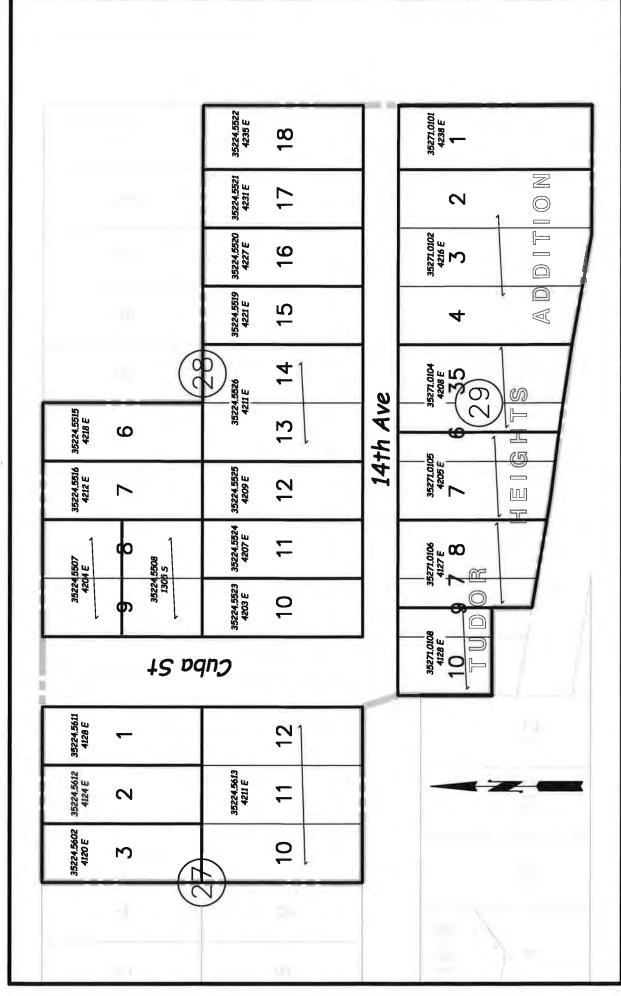
\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

, PBWK FILE PROJECT DESCRIPTION

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	ZT
CUBA STREET RELATIVE SCALER	RS
DRIVEWAY RELATIVE COST	RC
TRANSITION RELATIVE COST	RC



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

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	5/29/2013	
06/10/2013		Clerk's File #	PRO 2010-0037	
		Renews #		
Submitting Dept	ENGINEERING SERVICES	Cross Ref #		
<b>Contact Name/Phone</b>	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 <b>\$</b>		#
Select \$		#
Approvals		Council Notifications
Dept Head	TAYLOR, MIKE	Study Session
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>
<u>Finance</u>	LESESNE, MICHELE	Distribution List
<u>Legal</u>	BURNS, BARBARA	sdecker@spokanecity.org
For the Mayor	SANDERS, THERESA	mhughes@spokanecity.org
<b>Additional Approva</b>	<u>ls</u>	cclark@spokanecity.org
<u>Purchasing</u>		rriedinger@spokanecity.org
		areid@spokanecity.org
		kmoat@spokanecity.org
		htrautman@spokanecity.org

Page 2 2009163

#### **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	9,394.29
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	PROJEC	T DESCRIPTION	
2009163	Dalke Avenue from Freya Street to Florida Street; Myrtle Street from Dalke Avenue Avenue		
FILE		PROJECT DESCRIPTION	IMPROVEMENT TYPE
20091	163 LID	Dalke Avenue from Freya Street to Florida Street Myrtle Street from Dalke Avenue to Francis Avenue	Paving. Water, Sewer
		Completed Contract Price Sales Tax Engineering Costs City Clerk City Treasurer Accounting Interest on Contract Payments Bonds Attorney's Fee	\$ 673,867.75 5,586.02 178,917.00 256.59 2,450.00 6,443.05 13,107.62 577.50 5,724.55
		Tree Work Hydrant Relocates Right-of-Way Expense Geotech Work	5,232.01 9,730.27 10,640.38 <u>9,394.29</u>
		Total Project Cost	\$ 921,927.03
		Supplemental Funding: 10-Year Street Bond Community Development Funds	300,707.65 239,582.35
		Net Project Cost after Supplemental Funding	\$ 381,637.03

# CITY OF SPOKANE PUBLIC WORKS DEPARTMENT

#### \*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE		OJECT DESCRIPTION						
2009163 LID	STF	REET, WATER, AND SE	WER IMPROVE	EMENTS II	N DALKE AVEFRON	1 FREYA ST TO FLORIDA ST	: STREET IME	PROVEMENTS O
1 PARCEL-NO	LEGAL-DES	SCRIPTION				PARCEL ADDRESS		P-SIGN
34631-0108 / 36341.0108	COLUMBIA	ADD LTS 1 THRU 16 F & ADJ & VAC ALLEY	BLK 1 INCL	N1/2 OF	VAC DECATUR S	ADDRESS UNKNOWN		Y
					DISTRICT			TOTAL
TAXPAYER		OWNER/PURCHASER			ASSESSMENT	SPECIAL ASSESSM		ASSESSMENT
SHUMAN, STEPHEN & DEBORA		SHUMAN, STEPHEN &			.00			16,185.75
PO BOX 6332		PO BOX 6332				DRIVEWAY	466.57	
SPOKANE WA 99217			99217			DRIVEWAY TRANSITION	21.41	
							15,697.77	
	=======	=======================================	-======	:======				
2 PARCEL-NO		SCRIPTION				PARCEL ADDRESS		P-SIGN
34631-0404 / 36341.0404						N 6116 FREYA ST		
					DISTRICT			TOTAL
מודעו ארוען		OWNER/PURCHASER			ASSESSMENT	SPECIAL ASSESS	MENTS	ASSESSMENT
TAXPAYER			201112121			***************************************		
SALMON CREEK LEASING INC		SALMON CREEK LEAS			4,282.55			13,428.86
N 6116 FREYA ST		N 6116 FREYA ST			-	DRIVEWAY	305.52	_
SPOKANE WA 99217	USA		99217	USA		DRIVEWAY TRANSITION	339.62	
<b>52</b>						SEWER MAIN	1,996.07	
						SIDE SEWER	1,318.88	
						WATER MAIN	3,247.56	
				2		WATER SERVICE	1,938.66	
	LEGAL-DE	ESCRIPTION				PARCEL ADDRESS		P-SIGN
34631-0407 / 36341.0407						E 3617 DALKE AV		Υ
					DISTRICT			TOTAL
TAXPAYER		OWNER/PURCHASER			ASSESSMENT	SPECIAL ASSESS	MENTS	ASSESSMENT
			TAME AND THE		3,058.97			10,362.04
SALMON CREEK LEASING AND	) INV	SALMON CREEK LEAS	ING AND IN	V	3,000.71	DRIVEWAY	246.68	10,000.00
N 6116 FREYA ST	- 1103	N 6116 FREYA ST	99217	USA		DRIVEWAY TRANSITION	53.40	
SPOKANE WA 99217	/ USA	SPOKANE WA	33411	UDA		SEWER MAIN	1,425.77	
						SIDE SEWER	1,318.88	
						WATER MAIN	2,319.68	
			·			WATER SERVICE	1,938.66	
A DARGEL NO		======================================	.========			PARCEL ADDRESS	.========	P-SIGN
4 PARCEL-NO								
34631-0408 / 36341.0408			3LK4.			E 3635 DALKE AV		Y

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# CITY OF SPOKANE PUBLIC WORKS DEPARTMENT

\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*

PBWK FILE	PROJECT DESCRIPTION				
2009163 LID	STREET, WATER, AND SEWER IMPROVEMENTS N MYRTLE ST FROM DALKE AVE TO FRANCIS	3 AVE			
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESS	SMENTS	TOTAL
		9 176 90			23,970.87
3D LLC N 6116 FREYA ST	3D LLC N 6116 FREYA ST	9,176.90	DRIVEWAY	246.68	23,3,0,0.
	ISA SPOKANE WA 99217 USA		DRIVEWAY TRANSITION		
SPURANE NA	SM SECRETAL NO.			4,277.30	
			SIDE SEWER	1,318.88	
			WATER MAIN	6,959.05	
			WATER SERVICE	1,938.66	
	*****************************	***************************************			
	-DESCRIPTION		PARCEL ADDRESS		P-SIGN
34631-0502 / 36341.0502 COLUM	BIA ADD LTS 1 THRU 4 & LTS 11 THRU 14				У
TAXPAYER	OWNER/PURCHASER		SPECIAL ASSESS		
ARS PROPERTIES, LLC	ARS PROPERTIES, LLC	12,376.74			23,594.14
E 110 PACIFIC	E 110 PACIFIC	12,0,0	WATER MAIN	9,278.74	
SPOKANE WA 99202	SPOKANE WA 99202		WATER SERVICE	1,938.66	
	SPORANE WA 55202	*************		·	
	J-DESCRIPTION		PARCEL ADDRESS		P-SIGN
34631-0503 / 36341.0503 COLUN	BIA ADD LTS 5 THRU 10 BLK 5 INC VAC AI	LLEY LYG THEREIN			Y
		DISTRICT			TOTAL
TAXPAYER	OWNER/PURCHASER		SPECIAL ASSESS	SMENTS	
	OWNER/ PURCHASER	ADDEDDINENT			
LOSHBAUGH, E	LOSHBAUGH, E	9,282.56			18,669.72
E 8210 HAMILTON RD	E 8210 HAMILTON RD		DRIVEWAY	489.45	
	USA CHATTAROY WA 99003-9761USA		WATER MAIN	6,959.05	
			WATER SERVICE	1,938.66	
	L-DESCRIPTION		PARCEL ADDRESS		P-SIG
7 PARCEL-NO LEGAI 34631-0601 / 36341.0601 COLUM	L-DESCRIPTION  MBIA ADD LTS 1 TO 16 BLK 6 INC S1/2		PARCEL ADDRESS		
7 PARCEL-NO LEGAI 34631-0601 / 36341.0601 COLUN	L-DESCRIPTION	OF VAC DECATUR S	PARCEL ADDRESS		P-SIGI Y
7 PARCEL-NO LEGAI 34631-0601 / 36341.0601 COLUN	L-DESCRIPTION  MBIA ADD LTS 1 TO 16 BLK 6 INC S1/2  LYG N OF & ADJ EXC RD		PARCEL ADDRESS	T	P-SIG
7 PARCEL-NO LEGAI 34631-0601 / 36341.0601 COLUN T	L-DESCRIPTION  MBIA ADD LTS 1 TO 16 BLK 6 INC S1/2  LYG N OF & ADJ EXC RD  OWNER/PURCHASER	OF VAC DECATUR S	PARCEL ADDRESS  N 6103 MYRTLE S'	T SMENTS	P-SIG
PARCEL-NO LEGAI 34631-0601 / 36341.0601 COLUN T TAXPAYER	L-DESCRIPTION  MBIA ADD LTS 1 TO 16 BLK 6 INC S1/2  LYG N OF & ADJ EXC RD  OWNER/PURCHASER	OF VAC DECATUR S DISTRICT ASSESSMENT	PARCEL ADDRESS  S N 6103 MYRTLE S'  SPECIAL ASSES:	T SMENTS	P-SIG Y TOTAL ASSESSMENT
7 PARCEL-NO LEGAI 34631-0601 / 36341.0601 COLUN T	L-DESCRIPTION  MBIA ADD LTS 1 TO 16 BLK 6 INC S1/2  LYG N OF & ADJ EXC RD  OWNER/PURCHASER	OF VAC DECATUR S DISTRICT ASSESSMENT	PARCEL ADDRESS  S N 6103 MYRTLE S'  SPECIAL ASSES:	T SMENTS	P-SIG Y TOTAL ASSESSMENT
7 PARCEL-NO LEGAI 34631-0601 / 36341.0601 COLUN T TAXPAYER SHUMAN, STEPHEN & DEBORA	L-DESCRIPTION  MBIA ADD LTS 1 TO 16 BLK 6 INC S1/2  LYG N OF & ADJ EXC RD  OWNER/PURCHASER  SHUMAN, STEPHEN & DEBORA	OF VAC DECATUR S DISTRICT ASSESSMENT	PARCEL ADDRESS  S N 6103 MYRTLE S'  SPECIAL ASSES	T	P-SIG Y TOTAL ASSESSMENT

# CITY OF SPOKANE PUBLIC WORKS DEPARTMENT

#### \*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE	PROJECT DESCRIPTION			************
2009163 LID	STREET, WATER, AND SEWER IMPROVEMENTS N MYRTLE ST FROM DALKE AVE TO FRANCIS	IN DALKE AVEFROM FF	REYA ST TO FLORIDA ST: STRE	
**********************				
	-DESCRIPTION		PARCEL ADDRESS	P-SIGN
34631-0704 / 36341.0704 COLUM	BIA ADD L6TO8 B7		E 3808 DALKE AV	N
WANDA VED	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
TAXPAYER	OWNER/ FORCHASER			
AMRINE, BONNIE J E 25517 RIVER RD OTIS ORCHARDS WA 99027-9444U	AMRINE, BONNIE J E 25517 RIVER RD JSA OTIS ORCHARDS WA 99027-9444USA	9,176.90		9,176.90
9 PARCEL-NO LEGAI	L-DESCRIPTION		PARCEL ADDRESS	P-SIGN
34631-0709 / 36341.0709 COLUM	MBIA ADDITION LT 1 & E1/2 LT 2 BLK 7 5 #5679254 BK 133 PG 23) EXC RD			
		DISTRICT		TOTAL
TAXPAYER	OWNER/PURCHASER	ASSESSMENT	SPECIAL ASSESSMENTS	ASSESSMENT
MANZAK, FRANK A & MELODY J E 8822 WOODLAND PARK DR SPOKANE WA 99217	E 8822 WOODLAND PARK DR USA SPOKANE WA 99217 USA	5,745.83		5,745.83
	L-DESCRIPTION		PARCEL ADDRESS	P-SIGN
222222222222222222222222222222222222222				
	MBIA ADDITION W1/2 LT 2 & ALL LTS 3 CEL B OF ROS #5679254 BK 133 PG 23)	THRU 5 BLK 7 (PA	E 3820 DALKE AV	
		DISTRICT		LATOT
TAXPAYER	OWNER/PURCHASER	ASSESSMENT	SPECIAL ASSESSMENTS	ASSESSMENT
	AND	10 699 03		12,183.83
	MANZAK, FRANK A & MELODY J E 8822 WOODLAND PARK DR	10,698.03 DE	RIVEWAY 3	69.72
SPOKANE WA 99217	USA SPOKANE WA 99217 USA	DI	RIVEWAY TRANSITION 1,1	
	L-DESCRIPTION	=======================================	PARCEL ADDRESS	P-SIGN
34631-0810 / 36341.0810 COLU	MBIA ADD LTS 3 THRU 12 BLK 8		ADDRESS UNKNOWN	У
		DISTRICT		TOTAL
TAXPAYER	OWNER/PURCHASER	ASSESSMENT	SPECIAL ASSESSMENTS	ASSESSMENT
ABCO WOOD RECYCLING LLC	ABCO WOOD RECYCLING LLC	15,470.93		31,916.19
	PO BOX 1329	D	ORIVEWAY 9	969.51
PO BOX 1329				
	POST FALLS ID 83877			598.42 377.33

.....

34631-0811 / 36341.0811 COLUMBIA ADD LTS 1 & 2, BLK 8 & N1/2 OF VAC ALLEY LYG SLY & N 6017 JULIA ST

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# CITY OF SPOKANE PUBLIC WORKS DEPARTMENT

\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE	PROJECT DESCRIPTION			
2009163 LID	STREET, WATER, AND SEWER IMPROVEMENTS N MYRTLE ST FROM DALKE AVE TO FRANCIS	S AVE		
	ADJ TO SD LTS			
TAXPAYER	OWNER/PURCHASER		SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
NORTHWEST MAILING PROPERTIES N 6017 JULIA ST SPOKANE WA 99217	NORTHWEST MAILING PROPERTIES, N 6017 JULIA ST SPOKANE WA 99217	6,188.37 DRIV	VEWAY 483.95	6,672.32
13 PARCEL-NO LEG	GAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
34631-0909 / 36341.0909 34-	26-43; COLUMBIA ADD LTS 1 THRU 6 BLK 9 E W/ N 1/2 VACATED ALLEY S OF AND ADJACEN S1-6 BLK9 (ORDINANCE C-34381).	EXC FREYA ST; TOG	E 3624 DALKE AV	¥
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HARLEY DOUGLASS, INC N 5620 FLORIDA SPOKANE WA 99217	HARLEY DOUGLASS, INC N 5620 FLORIDA SPOKANE WA 99217	16,708.60 DRIV SEWE SIDE WATE WATE	VEWAY 486.84  JER MAIN 7,699.14  DE SEWER 6,721.26  TER MAIN 12,526.28  TER SERVICE 1,938.66	46,080.78 4 4 6 8
14 PARCEL-NO LEG	GAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
	LLYARD AC TRS ALL L6&7;N1/2 OF L8 B4 EXC AFN 6092616		E 4104 DALKE AV	
TAXPAYER	OWNER/PURCHASER	· DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL 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 DRI WAT:	IVEWAY 1,122.1 TER SERVICE 5,816.0	00
15 PARCEL-NO LEG	GAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
	LLYARD ACRE TRS N1/2 OF LTS 9 & 10			
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ALEX BUTTERS MASONRY PARTNER W 5511 BEDFORD AVE SPOKANE WA 99208-	W 5511 BEDFORD AVE	14,605.76 DRI SID	IVEWAY 365.6 DE SEWER 1,318.8 TER SERVICE 1,938.6	88

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# CITY OF SPOKANE PUBLIC WORKS DEPARTMENT

\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

	PROJECT DESCRIPTION				
2009163 LID ST	TREET, WATER, AND SEWER IMPROVEMENTS IN MYRTLE ST FROM DALKE AVE TO FRANCIS AV	I DALKE AVEFRO	M FREYA ST TO FLORIDA ST		
16 PARCEL-NO LEGAL-DE			PARCEL ADDRESS		P-SIGN
	D AC TRS L1-2 B5; EXC ROW PER DEED AFN		N 6126 MYRTLE ST		Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSM		TOTAL ASSESSMENT
ROBERTS, ROBERT J & DONNA M S 7710 FRONTAGE RD BILLINGS MT 59101-	S 7710 FRONTAGE RD BILLINGS MT 59101-	11,565.41	DRIVEWAY DRIVEWAY TRANSITION MYRTLE STREET SIDE SEWER	959.81 44.17 12,756.29 1,318.88	26,644.56
17 PARCEL-NO LEGAL-D			PARCEL ADDRESS		P-SIGN
34631-3302 / 36341.3302 HILLYAR	D AC TRS LTS 3-4 BLK 5 EXC RD		E 4111 DALKE AV		Υ
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSM		TOTAL ASSESSMENT
N 12918 FREYA ST MEAD WA 99021-8921USA		15,721.48	MYRTLE STREET SIDE SEWER WATER SERVICE	220.41 787.69 756.87 1,938.66	20,592.24
18 PARCEL-NO LEGAL-D	ESCRIPTION		PARCEL ADDRESS		P-SIGN
	RD AC TRS LT5 BLK 5 EXC RD		N 6105 FLORIDA ST		N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSN		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-D	DESCRIPTION		PARCEL ADDRESS		P-SIGN
	RD AC TRS L8 B5 EXC N 11 FT FOR RD ROW		E 4030 FRANCIS A		Y
	OWNER/PURCHASER		SPECIAL ASSESSI		
N 12918 FREYA ST MEAD WA 99021-8921USA	HATTENBURG, MELVIN R & LOIS V N 12918 FREYA ST A MEAD WA 99021-8921USA	.00	MYRTLE STREET	1,767.17	

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# CITY OF SPOKANE PUBLIC WORKS DEPARTMENT

\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE PI	OJECT DESCRIPTION			
	REET, WATER, AND SEWER IMPROVEMENTS		A ST TO FLORIDA ST: STREE	ET IMPROVEMENTS O
20 PARCEL-NO LEGAL-DI	SCRIPTION		PARCEL ADDRESS	P-SIGN
34631-3311 / 36341.3311 HILLYAR	ACRE TRACTS LOTS 9-10 BLK 5	EXC RD	N 6206 MYRTLE ST	N
TAXPAYER	OWNER/PURCHASER	DISTRICT	SPECIAL ASSESSMENTS	TOTAL
IAAPAIER	OWNER/ PURCHASER	ASSESSITEME		
CLARK, KEITH V & PATRICIA M	CLARK, KEITH V & PATRICIA M	.00		18,367.45
N 8026 MARKET ST	N 8026 MARKET ST	DRIV	EWAY 380	0.32
SPOKANE WA 99207-8107USA	SPOKANE WA 99207-8107USA	DRIV	EWAY TRANSITION 275	5.03
		h est mem	LE STREET 17,71:	2 10

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# 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

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

<u>SPOKANÉ</u> Agenda Sheet	Date Rec'd	5/29/2013	
06/10/2013	Clerk's File #	PRO 2013-0013	
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
<b>Contact Name/Phone</b>	GARY NELSON 625-6678	Project #	2012119
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	ВТ
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 <b>\$</b> 1,352,519.10		)	<b>#</b> 3200 95023 95100 56501		
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approva	als_		Council Notifications	<u>s</u>	
Dept Hea	ad_	TAYLOR, MIKE	Study Session		
Division	<u>Director</u>	QUINTRALL, JAN	<u>Other</u>		
<u>Finance</u>		LESESNE, MICHELE	Distribution List		
<u>Legal</u>		BURNS, BARBARA	sdecker@spokanecity.org		
For the N	<u>Mayor</u>	SANDERS, THERESA	pdolan@spokanecity.org		
Additional Approvals		mlesesne@spokanecity.org			
<u>Purchasi</u>	<u>ing</u>		jmallahan@spokanecity.org	3	

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone KPFF Consulting Engineers 1601 Fifth Avenue, Suite 1600 Seattle, WA 98101		
	(206) 622-5822		
Federal Aid Number  n/a  Agreement Type (Choose one)  Lump Sum  Lump Sum Amount \$  Cost Plus Fixed Fee	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		
Overhead Progress Payment Rate % Overhead Cost Method  Actual Cost	DBE Participation ☐ Yes ☒ No %		
☐ Actual Cost Not To Exceed%	Federal ID Number or Social Security Number 91-0755897		
Fixed Overhead Rate 145.16 % Fixed Fee \$ 61,477.60	Do you require a 1099 for IRS? Completion Date  ☐ Yes ☐ No August 30, 2014		
☐ Specific Rates Of Pay	Total Amount Authorized \$ 1,277,519.10		
☐ Negotiated Hourly Rate ☐ Provisional Hourly Rate	Management Reserve Fund \$ 75,000.00		
☐ Cost Per Unit of Work	Maximum Amount Payable \$ 1,352,519.10		
Index of Exhibits (Check all that apply):			
<ul> <li>Exhibit A-1 Scope of Work</li> <li>☐ Exhibit A-2 Task Order Agreement</li> <li>☐ Exhibit B-1 DBE Utilization Certification</li> <li>☑ Exhibit C Electronic Exchange of Data</li> <li>☐ Exhibit D-1 Payment - Lump Sum</li> <li>☑ Exhibit D-2 Payment - Cost Plus</li> <li>☐ Exhibit D-3 Payment - Hourly Rate</li> <li>☐ Exhibit D-4 Payment - Provisional</li> <li>☑ Exhibit E-1 Fee - Lump/Fixed/Unit</li> <li>☐ Exhibit E-2 Fee - Specific Rates</li> <li>☑ Exhibit F Overhead Cost</li> <li>☑ Exhibit G Subcontracted Work</li> <li>☑ Exhibit G-1 Subconsultant Fee</li> </ul>	<ul> <li>□ Exhibit G-2 Fee-Sub Specific Rates</li> <li>□ Exhibit G-3 Sub Overhead Cost</li> <li>□ Exhibit H Title VI Assurances</li> <li>□ Exhibit I Payment Upon Termination of Agreement</li> <li>□ Exhibit J Alleged Consultant Design Error Procedures</li> <li>□ Exhibit K Consultant Claim Procedures</li> <li>□ Exhibit L Liability Insurance Increase</li> <li>□ Exhibit M-1a Consultant Certification</li> <li>□ Exhibit M-1b Agency Official Certification</li> <li>□ Exhibit M-2 Certification - Primary</li> <li>□ Exhibit M-3 Lobbying Certification</li> <li>□ Exhibit M-4 Pricing Data Certification</li> <li>□ App. 31.910 Supplemental Signature Page</li> </ul>		
THIS AGREEMENT, made and entered into this between the Local Agency of the City of Spokar and the above organization hereinafter called the "CONSUL"			

#### 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.

Ву	WICHMMILL	Ву
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)
  - o Completion of 30%, 60% and 100% (Final) PSE plan documents
  - o Contract specifications
  - o 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

Prime Consultant Structural Engineering Civil Engineering

Urban Planning Bridge Architecture

Landscape Architecture Environmental Services

Geotechnical Engineering
Mechanical/Electrical Engineering

Surveying

Public Involvement

Cost Estimating & Constructability

City of Spokane

KPFF Consulting Engineers, Inc KPFF Consulting Engineers, Inc

KPFF Consulting Engineers, Inc

LMN Architects LMN Architects

Sherry Pratt Van Voorhis, PS

GeoEngineers, Inc. GeoEngineers, Inc.

MW Consulting Engineers Taylor Engineering, Inc. Northwest Dynamics, Inc.

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
  - o Participation in project meetings with the City (assume 12 meetings)
  - o 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. It if 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.

# <u>Deliverables</u>

- 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:
  - o Bridge deck
  - o 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:
  - o Pier Alternative Sketches
  - West Approach Sketches
  - o East Approach Sketches
  - o Connection Detail Sketches
  - o Surface Finish Examples
  - o Color Examples
- Preferred Alternative Graphics:
  - o Three (3) "Sketch-Up" quality renderings.
- Architectural Plan Sheets (Assume a sheet count of 8 sheets):
  - o Codes, Notes And Symbols
  - o Enlarged Bridge Sections (2 Sheets)
  - o Enlarged Pier Miscellaneous Details (2 Sheets)
  - Enlarged East Approach Sections
  - o Enlarged West Approach Sections
  - o Bridge Handrail Sections
  - o Bridge Throw Barrier Details
- 60 Percent PS&E Submittal:
  - o Final Basis of Design
  - o 60% level plan set (3 sets 11x17)
  - o Specification Outline (3 copies)
  - o Response to City 30% PSE Comments (3 copies)
- 90 Percent PS&E Submittal:
  - o 90% level plan set (3 sets 11x17)
  - o Draft Specifications (3 copies)
  - o Response to City 60% PSE Comments (3 copies)
- Final PS&E Submittal:
  - o Final plan set (3 sets 11x17)
  - o Final Specifications (3 copies)
  - o 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 follow 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:
  - o 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.
  - o Improvements to Sherman are confined to the intersection with Sprague and a new extension to Riverside Avenue.
  - o 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.

# <u>Assumptions</u>

- 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.

# <u>Deliverables (Electronic and Hard Copies)</u> Anticipated Civil Plan Sheets (Sheet Count: ±33)

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

- 60 Percent PS&E Submittal:
  - o Final Basis of Design
  - o Final Draft Drainage Repoart
  - o 60% Level Plan Set
  - Draft Technical Specifications
  - Updated Estimated Quantities and Associated Costs
  - o Response to City 30% PSE Comments
- 90 Percent PS&E Submittal:
  - o 90% Level Plan Set
  - o Updated Technical Specifications
  - o Updated Estimated Quantities and Associated Costs
  - o Response to City 60% PSE Comments
- Final PS&E Submittal:
  - o Final plan set
  - Final Specifications
  - o Finalized Estimated Quantities and Associated Costs
  - o 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
  - o Cable layout and deck connections
  - o Pier connections
  - o Deck superstructure framing
  - Deck slab
  - o 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):
  - o General Notes & Abbreviations
  - General Plan & Elevation
  - Horizontal Control Plan
  - Construction Sequence (4 Sheets)
  - o Foundation Layout
  - Shaft Details (2 Sheets)
  - o North Abutment Plan & Elevation
  - North Abutment Details
  - South Abutment Plan & Elevation
  - South Abutment Details
  - Intermediate Pier Plan & Elevation
  - Intermediate Pier Segment 1 (2 Sheets)
  - o Intermediate Pier Segment 2 (2 Sheets)
  - Intermediate Pier Segment 3 (2 Sheets) o Intermediate Pier Segment 4 (2 Sheets)

  - Intermediate Pier Anchor Block (2 Sheets)
  - o Cable Layout
  - 0 Stay Cable Details (2 Sheets)
  - Stay Cable Deck Connection Layout
  - Stay Cable Deck Connection Details (4 Sheets)
  - Superstructure Layout 0
  - o Deck Framing Plan & Elevation (2 Sheets)
  - Deck Framing Plan
  - Deck Sections (2 Sheets)
  - o Deck Details (2 Sheets)
  - o Intermediate Pier Connection Details (3 Sheets)
  - o Deck Vertical Support Layout (2 Sheets)
  - Deck Vertical Support Sections (2 Sheets)
  - o Deck Vertical Support Details (3 Sheets)
  - North Approach Plan & Elevation 0
  - North Approach Foundation Plan & Elevation 0
  - North Approach Superstructure Sections Ω
  - North Approach Superstructure Details (2 Sheets)
  - North Approach Deck Sections
  - North Approach Deck Details (2 Sheets)
  - South Approach Plan & Elevation
  - 0 South Approach Foundation Plan & Elevation
  - 0 South Approach Superstructure Sections
  - South Approach Superstructure Details (2 Sheets)
  - South Approach Deck Sections 0
  - South Approach Deck Details (2 Sheets)
  - o Main Span Handrail Layout & Details (2 Sheets)
  - North Approach Handrail Layout & Details
  - South Approach Handrail Layout & Details
  - o Miscellaneous Structures (2 Sheets)

- 30 Percent PS&E Submittal:
  - o Draft Basis of Design
  - o 30% level plan set (3 sets 11x17)
  - Preliminary Estimated Quantities and Associated Costs (3 copies)
- 60 Percent PS&E Submittal:
  - o Final Basis of Design
  - o 60% level plan set (3 sets -11x17)
  - o Specification Outline (3 copies)
  - o Updated Estimated Quantities and Associated Costs (3 copies)
  - o Response to City 30% PSE Comments (3 copies)
- 90 Percent PS&E Submittal:
  - o 90% level plan set (3 sets 11x17)
  - o Draft Specifications (3 copies)
  - o Updated Estimated Quantities and Associated Costs (3 copies)
  - o Response to City 60% PSE Comments (3 copies)
  - o Final PS&E Submittal:
  - o Final plan set (3 sets 11x17)
  - o Final Specifications (3 copies)
  - o Finalized Estimated Quantities and Associated Costs (3 copies)
  - o 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:
  - o Electrical utility company service.
  - o Power distribution system consisting of branch panels and feeders.
  - o Lighting of bridge structure, deck and approaches.
  - o Automatic lighting control system.
  - o 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
  - o 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
  - o Planting
  - o Irrigation
  - o Interlocking pavers
  - o Porous pavement
  - o 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 <u>NOT</u> included in the Landscape and Irrigation scope:
  - o Surface and subsurface conditions
  - Soils testing
  - o Geotechnical evaluation and soil issues (including suitability for plant material, soil content, level of compaction)
  - o Lot line location
  - o Drainage
  - o Utilities' location
  - o Design of security components.

### Deliverables

- Trail Alignment Alternatives and Selected Alternative Plan (including conceptual parking lot reconfigurations
- Anticipated Sheets:
  - o North Approach Landscape Plans and Details and Hardscape Details
  - o North Approach Enlarged Landscape Plans and Details and Hardscape Details
  - East Approach Landscape Plans and Details and Hardscape Details
  - o South Approach Enlarged Landscape Plans and Details and Hardscape Details
  - o Trail and Bridge Lighting Plan and Details
  - Wayfinding Signage/Site Furnishing/Trail Railings Plan and Details
  - o Survey Basemap in two phases
- 30 Percent PS&E Submittal:
  - o Draft Basis of Design
  - o 30% level plan set (3 sets -11x17)
  - Preliminary Estimated Quantities and Associated Costs (3 copies)
- 60 Percent PS&E Submittal:
  - o Final Basis of Design
  - o 60% level plan set (3 sets 11x17)
  - Specification Outline (3 copies)
  - o Updated Estimated Quantities and Associated Costs (3 copies)
  - o Response to City 30% PSE Comments (3 copies)
- 90 Percent PS&E Submittal:
  - o 90% level plan set (3 sets 11x17)
  - o Draft Specifications (3 copies)
  - o Updates Estimated Quantities and Associated Costs (3 copies)
  - Response to City 60% PSE Comments (3 copies)Final PS&E Submittal:
- Final Construction Document Submittal:
  - o Final plan set (3 sets 11x17)
  - o Final Specifications (3 copies)
  - o Finalized Estimated Quantities and Associated Costs (3 copies)
  - o 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:
  - o 30% level plan set (4 sets 11x17)
  - o Draft Specification (4 copies)
  - o Drainage Report
  - o Construction Phasing Plan (4 copies)
  - Response to BNSF 30% Conceptual Submittal Comments (4 copies)
- 100 Percent PS&E Submittal:
  - o 100% level plan set (4 sets 11x17)
  - o Final Specifications (4 copies)
  - o Drainage Report
  - o 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.
  - 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 subconsultants 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.

- 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 subconsultant 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 whithe 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.

KPFF Consulting Engineers

### ENGINEERING COST ESTIMATE:

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APPF Consulting Engineers

### ENGINEERING COST ESTIMATE:

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### **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%	L	\$307,388.00		\$446,204.42
Fixed Fee (FF) FF Rate	20.00%	Ĺ	\$307,388.00		\$61,477.60
Reimbursables  Mileage  Reprographics  Subcontract	(## Miles x \$/mi (allowance) (Sub Name & T				\$10,000.00
(Blank) Subtotal	(Blank)		<b>'</b>		\$10,000.00
Subconsultant Costs (See Ex	hibit G)				\$452,449.08
GRAND TOTAL:					\$1,277,519.10

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

# ENGINEERING COST ESTIMATE: Spokane University District PediBike Bridge PS&

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### EXHIBIT F Breakdown of Overhead Cost



February 21, 2012

**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

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

Maitha Roach

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

	2	Financial Statements for						Allo	catio	ns (A & B)
		e Year Ended				Total		Home		Field
Classification		<i>pril 30, 2010</i>		djustments	Ref	Proposed	_	Office Costs		ffice Costs
1 Direct Labor Base	\$	34,925,361	\$	57,032	C.	\$ 34,982,393	s	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		
1 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
5 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.	551,152		220,110		-,
21 Travel - Other		139,195		(001,201)	o., 14.	139,195		138,862		333
22 Legal		1,097,438		(993,723)	Ο.	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		(27,400)	J.	50,388		49,918		470
27 Personnel procurement		57,990		(26,622)	Q.	31,368		31,293		75
27 Personner procurement 28 Miscellaneous job fixes					G.	21,200		31,293		,,
•		116,577		(116,577)						
29 Contributions		180,723		(180,723)	R.	1 105 160		1 104 471		2 607
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.		-	A	_	400 050
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
2 Facilities Cost of Money (FCCM)	_		_	163,585	S.	163,585	_	163,194	_	391
Total Overhead with FCCM		58,394,526	<u>\$</u>	(7,613,173)		\$ 50,781,353		50,420,594	\$	360,759
Overhead Rate	_	167.20%		-22.04%		145.16%		145.49%		110.67%

### 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 x 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 CRF 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)(i)(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 Companysponsored 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
,A.

### **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
Overhead (OH) Cost OH Rate x DSC of	223.64%		\$13,187.95		\$29,493.53
OH Rate x DSC of	223.64%		\$13,187.95		\$29,493.53
Fixed Fee (FF)	00 000/		<b>040 407 05</b>		<b>#0.627.50</b>
FF Rate	20.00%		\$13,187.95		\$2,637.59
Reimbursables					<b>#</b> 500.00
Geo Lab Testing	(Lump Sum)	,		-	\$560.00
Geo Field Supplies (daily)	(1 day at \$50/da			- 3	\$50.00
Geo Field Vehicle (daily)	(2 days at \$75/d			3	\$150.00
Enviro. Field Equipment	(Geoprobe - Lui	mp	Sum)	-	\$2,000.00 \$1,134.00
Backhoe Enviro Lab Testing	(Lump Sum) (6 tests at \$676	20	oach)	7	\$4,057.20
Historical Reseach Assoc., Inc.	(Subconsultant)		each)	12	\$11,509.05
Subtotal	(Subconsultant)	,		1	\$19,460.25
Subtotal				D	Ψ10,700.20

Date: 5/1/2013

# ENGINEERING COST ESTIMATE: Spokane University District PediBike Bridge PS&

Specially Datrict Publisher Bridge Ratio R	Googling	3.4364	08 08	S 03 S		os os	0 <b>s</b>	0\$ 0\$	\$0 \$2,101	\$423	\$3.475	\$1,894	8 8	08	\$0 20	\$15.377	\$4,499	\$4,409	\$17.566	800	08	\$0	80	80	08	08	08 08	80	\$0	80	98	80	80 89	\$0	80	08 08	08	0 <b>S</b>	os	80	08 8	08	98	95 SO	80	80	08	So	20
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Comparison   Com	2	15 \$30.9		0				0	12	2	22 2		-			ot m	4	0						0				H																					
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Carrier   Carr		\$41.80		0				0			c			c	0	1 22	72	9 44						0																									
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e University District Ped/Bike Bridge PS&E  SECTION MANAGEMENT SECTION	icipal Associ	8 87 \$51.5		0				0			-			,	0	9	4	6 16 2				H		0	H			+		H			+		1		+		H	-			1						
The University District Ped/Blke Bridge PS&E  TODECT MANAGEMENT  TODEC	nior	\$78 23 \$6		ō				0		2	9 21 5				0	5	ပ	1				H		0																									
Annual Heart	May 7, 2013 Spokane University District Ped/Bike Bridge PS&E	SCOPE OF WORK	PROJECT MANAGEMENT Project Schedul Project Schedul Process Raports	Involves Triam Meetings (Assume 12 Meetings)	티	쉳	Acquisition Staking Righe I Vilva & Essermet Descriptions County, Combo Pierre Of Right of Way Plans	Final Right of Way Monumentation Leabor Subtolati			Geot		0 0	12			Chanup Action Plan Actheological Montbiring	Permiting Services Consultation and Internal Team Meetings Labor Subtotal	Reimburseblet PUBLIC INVOLVEMENT	Project Kitk-off Meeting (Incl. Material Prep and Review) Transit Connectivity (Assume 2 Mantings):	South Approach & Connectivity Coordination (Aestima & Meetings) WSL Propeity Acquisition and Compass Conscientify (Aestima & Meetings)	Private Property Acquisitions at South Landing (Assume 1 day of meetings)  (Project Variancius (Assume 2 Valdings))  (Italiac Constitution of Assume 1 meetings)	Omny Coordinates or Capatring meetings plus open house) Public Open House 32 (2 planning meetings plus open house) Public Open House 42 (2 planning meetings plus open house)	Labor Subtotal Reimbursablez		+	_	Coordination with BNSF (Design/Entitlements) Coordination with Franchise Utilities	_		Meetings Monthly Coordination Meetings with City (8 hr/mtg.)	Monthly Team Coordination Meetings (Ahrinnig) Transis Public Open House	Open House No. 2 Meetings with Spokains Transt Authority	Mealings with City Streets Saksholders Mealings with VISU Mealings wit	Meetings with District Surveyors 30 % Considering Surveyors Resident Strokey & Cadelineth Rescott	Raview TSSL. Draft Besis of Design Nametive	Civit Drawings Prelimmary Drainage Report:	Cost Estimate Budgut Pacturolisation	CANTOC CANTOC By Constitution Documents Recond is 30% review comments	Fine Bass of Design Name by Trick Bass of Design Name by Tachnical Specifications	Civil Drawlings Final Dreft Drainage Report	Cost Estimata Budget Recordilation		Respond to 80% review contrients: Technical Specifications	Civil Drawings Civil Drawings Control Editionals Control Editionals	Budget Recordington GANGO	Final Construction Document Phase   Respond to 90% review continents	Division 2 Specifications Cell Drawings	OCIVO

May 1. 2	яз					1	1	GeoEngine	sers	1 1				I	GeoEng	BIS
Spok	Spokane University District Ped/Bike Bridge PS&E	Senior Principal	Principal	Associate F	Resourc E	inviro Engr	enior Env	nviro gineer En	gineer 3	Senior Ar Tech	Analyst/De veloper	CADD Tech	Admin 3	Admin 2	MULTIPLIER:	_
16m 8.0	item SCOPE OF WORK 8.0 STRUCTURAL ENGINEERING	\$78 23	\$68.87	\$51.50	\$38.34	41.80 S	38 63	29 15	930 90	\$21.55	\$30.65	\$29.47	\$24.76	\$22.98	3.4364	
8 10 8 20	steis of Design. ridge Design				1	-	1								8	
8	Abutment Foundations Abutments Parameters Abutments						+	Ħ							80	П
	International Connections Cathorism Lawell & Connections														80 80	П
	Supersignation of the contraction of the contractio	100													80	11
B.30	Trirow Barrair & Railings Norm Approach Ramp Design	9.3	9		Y		+								80	
8.40 8.50	South Apptisech Ramp Design dicellumous Structures			1		-	-	1			I		1		os os	-
	Weignering Sign Supports and Foundations Weignering Sign Supports and Foundations Miscolamore reference weight														0S 80	П
8.60	Lighting Supports and Foundations SE Submittals (477 Plan Sheels)								-						80	
	General Motes & Abbravations General Plan & Elevation					+		$\parallel$							08 08	T
	Horizontal Control Plan Construction Sequence (4 Sheets)					+									8 8	П
	Foundation Layout Shaft Delails (2 Sheels)														G 0, 6	TT
	North Abuthers Plants (2 Sheets)														O 6 6	П
	South Abument Plan & Elevation South Abument Detalls (2 Sheets)					+		H							8 08 8	T
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	Stay Cable Layout (2 Sheets) Stay Cable Details (2 Sheets)														98	П
	Stay Cable Deck Connection Layout Stay Cable Deck Connection Details (4 Shaets)					H									9 8	П
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	Deck Truss Sections (2 Sheets) Deck Truss Details (4 Sheets)				Ħ	+									888	T
	(Intermediate Plat Connection Datate (3 Sheets)  Dack Stab Layout (2 Sheets)														G 05 6	TT
	Dock Stab Sections (2 Sheets) Dock Stab Details (3 Sheets)														G 05 6	П
	North Approach Plan & Elevation North Approach Frondston Plan & Elevation.						+	+							06 06	П
	North Approach Superatucture Sections North Approach Superatucture Details (2 Sheets)														09 6	П
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	South Approach Plan & Elavation South Approach Foundation Plan & Elavation														0 <b>S</b>	П
	South Approach Supernitorium Sections South Amorach Supernitorium Defails (2 Sheets)														80	T
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$\prod$	Motor Span Hardrall Layout & Details (2 Sheets) Sooth Search Hardrall (Award & Datalia														\$0 \$0	П
	World Approach Handrain Caybon Communication South Approach Handrain Caybon Communication South Approach Statement (Caybon Communication Statement (Caybon Caybon C														\$0	Т
	Miscellar Reculta (Z. Sheets)				1	-									05	
	Down Basis of Design 30% Level Plane														0 <b>S</b>	П
	60% Perindidary Estimated Ludminists at Association Codes Principle Design of Practices						1	40							os So	
	Final Bass of Vesign 60% Level Plans														\$0 \$0	Т
	Specification Outline Updated Estimated Quantities & Associated Costs					H	H								80	П
	Responses to City 30% PSE Comments 90% PSE						ı	1							8 8	
	90% Level Plans Draft Specifications							+							8 08 8	П
	Updated Edimeted Guaritines & Associated Costs Responses to City 60% PSE Comments							H							30	T
	Final PSE Submittal														S	П
	Final Specificatorial Finalized Estimated Quantities & Associated Costs														08 8	TT
	Responses to City 90% PSE Comments Labor Subrata	0	0	0	a	0	0	0	0	0	0		0	0	0\$	T
9.0	Reimbursable MECHANICAL & ELECTRICAL ENGINEERING						THE PERSON NAMED IN		SECTION SECTION						OG CO	
9.20															08	П
9,30	Dasign. Approval							+							0\$	П
9.50	Bidding. Labor Subtatal	0	0	0	0	0	0	0	0	0	0	0	0	0	0\$	H
10.0	Landscape Architecture and Irrigation Design															
10.10	Project Management Involces, Progress Reports						2	H							88	П
10.20															8 8 8	П
10.30						-	1								S OS	Т
10.41															80	
10.51	80% Submittal 60% Design Plan Preparation and Submittal 60% Design Plan Preparation and RIA Submittal														0S	П
10.60														-	0\$	
10.62	100% Project Specifications and Bid Schedule 100% Project Specifications and Bid Schedule	0	0	0	0	a	0	0	0	0	0	0	0	0	\$0 \$0	П
110															8	
11.10															S 08	
1130															80 80	
11.50	BNSF Review & Approval of 30% and 100% Design Documents Labor Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	80 80 80 80	П
12.0	Reimbursable: CONSTRUCTION SUPPORT SERVICES														8 8	
12.10	12.20													•	08 8	TT
	Labor Sublotal Reimbursables	0	0	0		0	0	0	0	0	0		0	0	50	П
	Labor Sum	12	9	7	#	44	40	8	77	,	-	2	Reimburs	ables Sum	\$19,460	П
						GeoEng							ร	JBTOTAL:	\$64,779	

### **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 atte	nd	ees x \$400/rd trip flig	ht)_	\$5,600.00
Airfare - Stakeholder Meetings	(2 mtgs x 2 atte	nd	ees x \$400/rd trip flig	ht)_	\$1,600.00
Airfare - Public Workshops	(2 mtgs x 2 atte	nd	ees x \$400/rd trip flig	ht)_	\$1,600.00
Hotel - Stakeholder Meetings	(2 mtgs x 2 atte	nd	ees x 1 night x \$150/	nig_	\$600.00
Hotel - Public Workshops	(2 mtgs x 2 atte	nd	ees 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

May 1, 2013	013	Ì	İ	ŀ	LMN	Architects	Ī	-	Ī	LMN
Spok	Spokane University District Ped/Bike Bridge PS&E	Partner	Urban Designer	Project P Manager Ar	Project Parchitect Do	Project Designer	Intern	Specs	QA/QC	( ) ( ) ( )
Hem	SCOPE OF WORK	\$79.33	\$42.31	\$30.53	334 86	48 08	\$20.50	\$39.42	\$38.46	3,1047
1.10	PROJECT MANAGEMENT	2	I	12	2	elisalisain elisalisain	T			\$1,630
1,30	Pogsign i sam suppamental Agraementa Pogsign i sam suppamental Agraementa			2 2						\$1,137
1.50	mojesa feam Meetings (Assume 12 Meetings).	φ <b>80</b>	0 0	48	12	12	9 9	0	0	\$6,087
2.0	Reimbursebler TOPOGRAPHIC & BOUNDARY SURVEY									\$18,000
210	Final This Adjurment Additional Cognitive Survey Short of Wolcoun for Ensurement Accountables	H		Ħ	П	i	Ī	Ī		\$0
222	The Report Raview Acquisition Staking				Ť					\$0
223	Right of Way & Eastmint Descriptions. Gualty, Control Review of Right of Way Plans							11		S S
2.25	Final Right of Way Monumentation Lebor Subloids	0	0	0	0	0	0	0	0	% & %
3.0	SUPPLEMENTAL GEOTECHNICAL INVESTIGATIONS & RECOMMENT	THE STREET, ST	and the same of th			Hamman	method transfer			\$0
311	Trait Discontinua irrespondit ari condition.									80
313	Labonitory i setup Labonitory i setup Describition of Operational Feasibility									\$0
3.15	Geotechnical Report	0	0	0	0	0	0	0	0	\$0
	Reimbursabler					SI DE SE				\$0
4.10	Dasign Development & Coordination (30% PSE)	16	0	90		100	160	Ī		\$36,634
4.21	Design Development & Coordination (90% PSE)	14	o	90	380	001	160	120	20	\$77,493
4 30	Jeagh Leonighmen a Contrampor (1909 Fram Foct)	91 09	0 0	40	720	30	400	120	80	\$17,302
	Reimbursaler Reimbursaler									\$0
5.10	ENVIRONMENTAL SERVICES Follow-up Visual Recombissance - Shreiner Property									08
5.20	Phase II ESA. Charlett Action Plan			T	T	+				08
5.40	Archaelogical Monitoring									80
5.50	Parmiting Services Consultation and Internal Team Meetings					<b> </b>	,		9	80
	Labor Subtotiff Reimbursables	0	0	0	0				0	08
6.0	PUBLIC INVOLVEMENT							THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS		\$0
6.20	Trainit Connectivity (Assume 2 Meelings)									80
6.40	South Approach a Contractivity Continuator (Assums 4 meaning) WSU Property Acquisition and Campus Connectivity (Assume 3 Meetings)					$\dagger$				08
6.50	Private Property Acquisitions at South Lending (Assume 1 day of meetings). Project Vernacular (Assume 2 meetings)						1			80
6.70	Litting Coordination (Assume 1 meeting) David Olympe 2017 planning meeting plan from boar boars					T				0\$
06.9	Public Open House #2 (2 platning meetings plus open house)	c	•	6	-	6	c	0	0	80 80
	Reimbursable)							STATE OF THE PERSON	the transmission of the tr	80
7.10	CIVIL ENGINEERING Project Administration (12 months)								E	
7,11	General Administration			Ī	Ī	ı				30
	Scope and restrictions.									08
7.12	Provide Input to Project Schedule Coordination		I							
	Coordination with subconsultants (Design)									80
	Coordination with BNSF (Design/Entitlements)									\$0
	Coordination with WSL									\$0
7.13	Coordination with Spokane Transit Authority Permitting			ı		ı	I			0.0
	SEPA Input to GeoEmpineers Assistance in obtaining permits				П	Ħ				\$0
7.14	Maelings Morelli-V Coordination Meetings with City (8 homis)					i				80
	Monthy Team Coordination Meelings (4hr/mig) Teamil Birblic Orean Horses					1				\$0
	Open House No. 2									80
	Meetings with Spokaria fransit Authority Meetings with City Streets Stakeholders				Ħ	Ħ				808
	Meetings with WSU Meetings with Utility Surveyors					T				08
7.20	30 % Construction Documents Poulous Service & Contribute Barrett					ı				80
	Rover 1551									\$0
	Until Design Narrative Civil Drawings									<b>S</b> 0
	Praimhary Drainaga Raport Cost Estimeta									80
	Budget Reconciliation DA/DC					TV.				8 8
7.30	60 % Construction Documents Bearroad to 30% motion comments									80
	Final Basia of Dasign Nattative									80
	Lecranda Specifications Civil Drawings									08
	Final Dreft Dreinage Report Cost Estimate									80
	Budget Reconciliation									80
7.40	90 % Construction Documents									0\$
	Respond to 60% seven comments Technical Specifications									8, 6
	Civil Drawings Final Drainage Report									08
	Cost Estimate Purchas Recorditation					İ				0 <b>S</b>
1	DAVOC					Ī				80
7.50	First Constriction Locument Frase Respond to 90% raview comments									08
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# ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS

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### **EXHIBIT G-1**

### **MW Consulting**

### CONSULTANT FEE DETERMINATION SUMMARY OF COST

### Spokane University District Ped/Bike Bridge PS&E

Classification		<b>Total Hours</b>	X	Rate	=	Cost
Principal		120.00	X	\$57.00	=	\$6,840.00
Senior Engineer		240.00	X	\$46.60	=	\$11,184.00
Senior Lighting Engi	neer	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) Cos	st					
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						
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Repr	ographics	(allowance)	1			
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	(Blank)	(Blank)				
	Subtotal					\$0.00
Subconsultant Tot	al:					\$58,331.52

Date: 5/1/2013

# KPFF Consulting Engineers ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge P

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# ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge

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### **EXHIBIT G-1**

### **Northwest Dynamics**

### CONSULTANT FEE DETERMINATION SUMMARY OF COST

### Spokane University District Ped/Bike Bridge PS&E

Classification	<b>Total Hours</b>	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%	١,	\$4,445.00	1	\$6,578.60
Fixed Fee (FF) FF Rate	20.00%		\$4,445.00		\$889.00
Reimbursables				_	
Materials, Postage, Mileage	(Blank)				\$1,300.00
Subtotal	(Personal)				\$1,300.00
Subconsultant Total:					\$13,212.60

Date: 5/1/2013

# KPFF Consulting Engineers ENGINEERING COST ESTIMATE: Spokane Unive

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## ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge

-	Spokane University District Ped/Bike Bridge PS&E	President				
	SCOPE OF WORK	\$35.00	\$0.00	20 00	\$0.00	2.6800
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	Miscellaneous relativing walls					05
Q.	Lighting Supports and Foundations		İ			9
	General Notes & Abbreviations					80
	General Plan & Elevation					04
	Construction Sequence (4 Sheets)					\$0
	Foundation Layout					0 8
U.	Shaft Defails (2 Sheets)					80
	North Abulment Details (2 Sheets)			1		80
	South Abutment Plan & Eavarion					9 9
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	Intermediate Pler Segment 1 (2 Sheets)					SO
	Intermediate Pier Segment 2 (2 Sheets)					80
	Infermediate Pier Segment 4 (2 Sheets)					80
層儿	Infarmediate Pier Anchor Block (2 Sheets)					0,0
1 6	Stay Cable Layout (2 Sheets)					80
W.	Stay Cable Deck Connection Layout	1	Į			80
	Stay Cable Deck Connection Details (4 Sheets)					\$00
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	Deck Trusa Details (4 Sheets)					\$0
	Intermediate Pier Connection Details (3 Sheets)					05
8,1	Deck Stab Layout (2 Sheets)					08
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	North Approach Plan & Elevation					0\$
8	North Approach Foundation Plan & Elevation	1			Ì	\$0
16	North Approach Superstructure Sections					80
W.	North Approach Superathroture Dateils (2 Shieks)					90
	North Approach Deck Sections					80
	South Activach Plan & Elevation					\$0
	South Approach Foundation Plan & Elevation					80
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	South Approach Superstructure Details (2 Sheets)					80
	South Approach Deck Sections					08
	South Approach Lists (Language Contents)					\$0
	North Approach Handrall Layout & Details					80
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1 8	Miscellaneous Structures (2 Sheets)					ne ne
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	60% Level Plans					\$0
	Specification Outline					\$0
	Updated Estimated Quantities & Associated Costs					\$0
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80%	PSE DON'T Journ Danner					80
	Draft Specifications					\$0
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S	at PSE Submital					\$0
	Final Specifications					\$0
	Finalized Estimated Quantities & Associated Costs					80
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1			Reim	Reimbursable	es Sum	\$1,300
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### **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		\$21.00	=	\$0.00
Landscape Designer	0.00		\$17.31		\$0.00
Clerical	122.00	-	\$17.31		\$2,111.82
			DSC Subtotal		\$20,040.46
Overhead (OH) Cost OH Rate x DSC of	125.28%	Ĺ	\$20,040.46		\$25,106.69
Fixed Fee (FF) FF Rate	20.00%		\$20,040.46		\$4,008.09
Reimbursables					
Mileage	(100 Miles x \$.5	565	i/mile)		\$56.50
Reprographics	(Lump Sum)				\$250.00
Airfare	(Lump Sum)	١.			\$800.00
Shipping	(Lump Sum)				\$95.00
Subtotal					\$1,201.50
Subconsultant Total:					\$50,356.74

# ENGINEERING COST ESTIMATE: Spokane Univ

May 1, 2013	5013		SHVVL	moscape Archi	acus		AAAO
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1.0	SCOPE OF WORK PROJECT MANAGEMENT	\$38.50 \$34.32	974 Dd	W 35 W	10,118		07047
1.20	Project Schedule Design Team Supplemental Agreementa						800
1.40	Progress Reports Invoices		H				208
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2.0	Reimbursables TOPOGRAPHIC & BOUNDARY SURVEY						08
2.10	Final Trail Alignment Additional Topographic Survey						90
220	Right of Way and Estatorish Acquisition.		İ				08
222	Angual station is removed.						08
224	Ouality Control Review of Right of Way Plans						\$00
2.26	Final Right of Way Monumentation. Labor Subtoral	0 0	0	0	0	o	0\$
3.0	SUPPLEMENTAL GEOTECHNICAL INVESTIGATIONS & RECOMMENT		THE PROPERTY OF THE PARTY OF TH				SO Illuminimimimi
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3.12	Lear Pit Exponentions & Unity Locates Laboratory Testing						80
3.13	On-Site Stormwater Disposal Feasibility Consultation and Coordination						80
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	Rembursable		1				05
6.	Bridge Aesthetics Collaboration						03
4.10	Design Development & Coordination (30% PSE) Design Development & Coordination (60%-100% PSE)						30
4.21	Design Development & Coordination (60% PSE)						08 0
4.22	Design Development & Coordination (100% Final PSE).  Public Outreach						80
	Labor Subdal	0	0	0	0	0	0\$
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5.10	Follow-up Virtual Recommissance - Shrainer Property						000
5.20	Phase II ESA		ı				08
5.40	Archaeological Monitoring						80
5.50	Permitting Services						08
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9 10	Project Kick-off Meeting (Incl. Material Prep and Review)		i				08
6.20	Transil Connectivity (Assume 2 Meetings)			-			20
6.40	South Approach & Competitivity Continuation (Assume 3 Meetings) WSU Property Acquisition and Cempus Connectivity (Assume 3 Meetings)	The last 19 and					\$0
6.50	Private Property Acquisitions at South Landing (Assume 1 day of meetings)						80 80
6.70	Project Vernacura (Assume 4 meeting)					100	SO
6.80	Public Open House #1 (2 planning meetings plus open house)						08
06.9	Public Open House #2 (2 planning meetings plus open house) Labor Subjets	0 0	0	0 0	0	0	0\$
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7.0	CIVIL ENGINEERING						
7.11	Project Administration (12 months) General Administration			310			
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712	Coordination				=		9
	Coordination with subconsultants (Design) Coordination with City (Design)						80
	Coordination With BNSF (Design/Entitlements)						SO
	Coordination with Frenchise Utilities Coordination with WSU					10-1	200
	Coordination with Spokane Transil Authority			Į.			80
7.13	Permitting Confederation						80
	Assistance in obtaining permits						80
7.14	Moetings Monthly Coordination Meetings with City (8 hr/mtg)						80
	Monthly Team Coordination Meetings (4hr/mtg)						80
	Transit Public Open House Open House No. 2						20
	Meetings with Spokane Transit Authority						\$0
	Meetings with WSU						80
1 20	Meetings with Utility Surveyors						80
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7.40	90 % Construction Documents Respond to 60% review comments						80
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# ENGINEERING COST ESTIMATE: Spokane University District PediBike Bridge PS&I

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### **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		\$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
		9	DSC Subtotal		\$7,726.40
Overhead (OH) Cost					
OH Rate x DSC of	147.18%	. 8	\$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 & T	ask	<b>(</b> )		
(Blank)	(Blank)				<u> </u>
Subtotal					\$4,903.00
Subconsultant Total:					\$25,546.40

# KPFF Consulting Engineers ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge Pt

		District Ped/Bike Bridge PS&E  SCOPE OF WORK  SCOPE OF WORK  INDARY SURVEY  Reimbursables  Reimbursables  Reimbursables  TECHNICAL INVESTIGATIONS & RECOMMENT  Reimbursables			Survey Party Chief \$22.00	Survey Assistant \$16.50	MULTIPLIER: 2.6718 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50
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# ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge Pt

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# EXHIBIT G-3 Sub Overhead Cost



November 9, 2011

# GeoEngineers

**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

	NOV 1.4 2011
Karen Mercier, CFO	Routing
GeoEngineers, Inc.	Routing
8410 154 <sup>th</sup> Ave NE	File
Redmond, WA 98052-3800	

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, Martha Rosch

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	%
Description		Geo Auj.		11011		- / -
Direct Labor	\$10,264,446				\$10,264,446	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)		С	\$254,619	2.48%
Total Fringe Benefits	\$8,043,703	(\$777,852)	\$0		\$7,265,851	70.79%
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)		В	\$414,111	4.03%
Bus. Taxes & Other than Fed.	\$595,373	\$9,973		Е	\$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)	В,Т	\$283,381	2.76%
Depreciation	\$777,586	\$2,919	( , , ,	Ĥ	\$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)	. ,	В	\$100,571	0.98%
Field & Lab supplies	\$102,409	(4,,			\$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)	Ψ13,73 T	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	\$16,605,705	(\$938,463)	(\$50,551)		\$15,616,691	152.14%
Total Overhead Costs	\$24,649,408	(\$1,716,315)	(\$50,551)		\$22,882,542	222.93%
					4	
Overhead Rate (Less FCC)	240.14%	223.42%			222.93%	
Facilities Cost of Capital		\$72,527		Q	\$72,527 <b>\$22,955,069</b>	0.71%
Overhead Rate (Includes FCC)					223.64%	

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

	Financial					
	Statement		WSDOT		Accepted	
Description	Amount	Geo Adj.	Adj.	Ref.	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	\$3,603,969	\$118,650		I	\$3,722,619	
T. II. 4 T.						
Indirect Expenses	#2 020 0P0	(6119 (50)		I	\$1,901,430	51.08%
Indirect Salaries - Staff	\$2,020,080	(\$118,650)		1	545,782	14.66%
Vacation/Sick Leave	545,782				140,755	3.78%
Holidays	140,755				39,402	1.06%
Temporary Help	39,402				•	14.71%
Payroll Taxes	547,659				547,659	
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)		Α	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)		В	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)		С	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	(71,100)			223,794	6.01%
Automobile	81,096	(18,258)		D	62,838	1.69%
	35,779	(6,621)		H,N	29,158	1.0570
Business Meeting Meals	25,159	(0,021)		11,11	25,159	0.68%
Employee Transit Expense	-	(4.001)	(8,980)	F,H	31,480	0.85%
Non Project Meals	44,461	(4,001)	(8,760)	1,11	84,516	0.0570
Non Project Travel	84,516	(5.050)		0	•	
Non Project Lodging	45,979	(5,058)		G	40,921 0	0.00%
Public Relations	5,655	(5,655)		M	0	0.00%
<b>Total Indirect Expenses</b>	\$7,397,099	(\$290,957)	(\$15,621)	6	\$7,090,521	190.47%
Overhead Rate	205.25%				190.47%	

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

### Reference

- 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 perparation in excess of \$250.00 deducted per 48 CFR 31.205-41(b)(1),

# LMN Architects Overhead Schedule December 31, 2005

GL LMN Adj. WSDOT Reviewed
Account Titles Amount Amount Adj. Ref. 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 heverages 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.



January 23, 2013

**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

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 <u>either</u> 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 Pooch

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



March 14, 2012

**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

RECEIVED MAR 2 0 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,

Martha S. Roach

Agreement Compliance Audit Manager

martha Rouch

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:

- 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 met 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 in 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 Pubic 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**

David K. McMullen

subject to applicable State and Federal laws, both criminal and civil.

Project No. 2	2012119
Local Agency	

and duly authorized

I h	ereby certify that I am	David K. McMullen	and duly authorized
rep	resentative of the firm of	KPFF Consuting Engnieers	whose address is
160	01 Fifth Avenue, Suite 16	00, Seattle, WA 98101	and that neither I nor the above
firi	m I here represent has:		
(a)	consideration, any firm	or a commission, percentage, brokerag or person (other than a bona fide emp to solicit or secure the AGREEMEN	loyee working solely for me or the
(b)		r implied condition for obtaining this operson in connection with carrying out	
(c)	working solely for me o		
Tra	ansportation and the Fede	ficate is to be available to the Washin ral Highway Administration, U.S. De EMENT involving participation of Fe	partment of Transportation in

# 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 reexpress or implied condition in connection with obtaining or carrying out the	
(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, control consideration of any kind; except as hereby expressly stated (if any):	ribution, donation, or
I acknowledge that this certificate is to be available to the Washington State Transportation and the Federal Highway Administration, U.S. Department connection with this AGREEMENT involving participation of Federal-aid subject to applicable State and Federal laws, both criminal and civil.	of Transportation, in
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 statues 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

# 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 (Fir	m): KPFF Consulting Engineers	
5/20/	13	4 Ookmonwell
1 10	Date)	(Signature) President or Authorized Official of Consultant

# Exhibit M-4 Certificate of Current Cost or Pricing Data

contractin	ng off	er actually or by specific identificati icer's representative in support of	0.	onsulting Engineers	*
are accura	ate, co	omplete, and current as of	May 1, 2013	**. This certification in	cludes
the cost o	or pric	ing data supporting any advance agr	reements and forward	pricing rate agreements bet	ween
the offero	or and	the Government that are part of the	proposal.		
Fi	irm	KPFF Consulting Engineers			
		David V. MaMullan DE			
Na	ame	David K. McMullen, PE			

- \* 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

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

	rtificate holder in lieu of such endors	- interior		CONTAC NAME:	1					
	nmercial Lines - (206) 892-9200			PHONE			FAX (A/C, No):			
	Is Fargo Insurance Services USA, Inc	CA Lic#: 0	D08408	PHONE (A/C. No. E-MAIL ADDRES	Esti:		[ (A/G, NO];			
	Union Street, Suite 1300			ADDRES		IDEDIES AREAS	DING COVERAGE		NAIC#	
	ttle. WA 98101-1371			INSURER	Parent	ers Indemnit			25658	
NSUI		_				er Oak Fire Ir			25615	
	F, Inc.			INSURER	T		Casualty Co of America		25674	
	1 5th Avenue, Suite 1600			INSURER	4 ()		ind various other insurers			
100	Tom Avenue, como 1000			INSURE		, or morragin b				
C 4.0	HI 18/8 00404			INSURE						
_	itle, WA 98101	TIFICATE	NUMBER: 5012834	INSURE	(F:		REVISION NUMBER: S	oo bolo	au .	
TH	VERAGES CER  IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I COLUSIONS AND CONDITIONS OF SUCH	OF INSUR	ANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	HE POLICIES	OR OTHER	ED NAMED ABOVE FOR THE DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO	E POL	ICY PERIOD	
	THE OF MEHRANCE	ADDL SUBR			POLICY EFF	POLICY EXP	LIMIT	s		
NSR TR	TYPE OF INSURANCE GENERAL LIABILITY	INSR WYD	POLICY NUMBER				EACH OCCURRENCE	\$	1,000,00	
A	X COMMERCIAL GENERAL LIABILITY		680-1263L238-IND-12	1	10/10/12	10/10/13	DAMAGE TO RENTED PREMISES (Ea occurrence)	3	300,00	
1	Tari			1		V 1	MED EXP (Any one person)	s	5,00	
	X WA Stop Gap			- 1		N 0	PERSONAL & ADV INJURY	\$	1,000,00	
	X Contractuel Lish			- 1		/h 13	GENERAL AGGREGATE	s	2,000,00	
		1 1		- 1		V	PRODUCTS - COMP/OP AGG	\$	2,000,00	
	POLICY X PRO-					V	LICEDOUIG - COMITION NOC	\$		
0	POLICY X PRO- LOC AUTOMOBILE LIABILITY		BA-1283L587-12-GRP		10/10/12	10/10/13	COMBINED SINGLE LIMIT		1,000.0	
8		1 8	BA* (203E)61*12*GINF		10/10/12	10/10/10	(Ea accident) BODILY INJURY (Per person)	\$	1(0.7.1)	
	ANY AUTO ALL OWNED SCHEDULED				10/10/12 10/10/			BODILY INJURY (Per accident)		_
	AUTOS NON-OWNED						PROPERTY DAMAGE	\$		
	X HIRED AUTOS X AUTOS						(Per eccident)	5		
-	UMBRELLA LIAB OCCID			-			EACH OCCURRENCE	5		
l la						1	AGGREGATE	s		
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-	WORKERS COMPENSATION					4014040	X WC STATU- OTH-	-		
С	AND EMPLOYERS' LIABILITY Y/N		XJUB-5836Y216-12		10/10/12	10/10/13	E.L. EACH ACCIDENT	5	1,000,0	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	NIA		1			E.L. DISEASE - EA EMPLOYER		1,000,0	
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_			LDUSA1204384		10/10/12	10/10/13	\$5,000,000 Per Claim/\$5,000,00			
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Re Un Cit	EXIPTION OF OPERATIONS / LOCATIONS / VEHIC Project #: 110152 iversity Place Pedestrian Overpass y of Spokane is an Additional Insured usured.						r interest in the operations	of the	Name	
CE	RTIFICATE HOLDER			CANO	ELLATION					
CI	ty of Spokane tn: Linda Hattenburg 8 W. Spokane Falls Blvd			SHO	ULD ANY OF EXPIRATIO	THE ABOVE	DESCRIBED POLICIES BE OF THE PROPERTY OF THE P			
	ookane, Wa 99201-3343			AUTHO	RIZED REPRES	ENTATIVE ()	an Spalm			

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. OTHER INSURANCE — ADDITIONAL INSUREDS

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:

 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  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.

- The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.
- 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:

- In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- 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.
- 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 CON-DITIONS (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:
- After you have entered into that contract or agreement;
- 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

Phone (509) 625-6700 / Fax (509) 625-6349

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





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	Brdige Archit.	Landscape Archit.	Mechanical/Ele ctrical	Geotech. Environ.	Consultant Equiv Hours	Total
Task 1: University Ped Bridge - Final Design	а ш	s	Ф Ш	ш	=				S	S	<b>m</b>	L A	20	В		
1.0 PROJECT MANAGEMENT AND ADMINISTRATION 1.10 - Project Schedule	2	24	25	2			8	0 61							0	\$ - \$ 5,682
1.20 - Design Team Supplemental Agreements	10	24	6				40	70 80							0	\$ 5,370
1.30 - Progress Report 1.40 - Invoices	10 4	10 6	30 12				30 52	74							0	\$ 6,687 \$ 5,151
1.50 - Team meetings 2.0 TOPOGRAPHIC AND BOUNDARY SURVEY		48	90			42	25	205 0	40	28	40	63	24	32	227 0	\$ 40,307
2.10 - Final Trail Alignment			15			20		35		110					110	\$ 13,757
2.20 - Right of Way Acquisition 2.21 - Title Report Review		4	5					4 5		25 91					25 91	\$ 2,928 \$ 9,550
2.22 - Acquisition Staking			3					0		47					47	\$ 4,700
2.23 - Right of Way and Easement Descriptions     2.24 - Quality Control Review of Right of Way Plans			7 10					7 10		70 29					70 29	\$ 7,631 \$ 3,801
2.25 - Final Right of Way Monumentation			10					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						45	45	\$ 4,500
3.12 - Laboratory Testing 3.13 - On-Site Stormwater Disposal Feasibility								0						43 27	43 27	\$ 4,300 \$ 2,700
3.14 - Consultation and Coordination								0							0	\$ -
3.15 - Geotechnical Report  4.0 BRIDGE AESTHETICS COLLABORATION								0						50	50 0	\$ 5,000
4.10 - Design Development and Coordination (30% PSE)		25	40					65	44		220				264	\$ 32,677
4.20 - Design Development and Coordination (60%-100%) 4.30 - Urban Planning	6 8	25 25	60 40			60	10 10	101 143	88		300 100				388 100	\$ 48,176 \$ 22,033
5.0 ENVIRONMENTAL SERVICES ***	J	- 23	70			00	10	0			100			18	18	\$ 1,760
5.10 - Follw-up visual Reconnaissance - Shreiner Property 5.20 - Phase II ESA			16					0 16						4 156	4 156	\$ 350 \$ 17,041
5.30 - Cleanup Action Plan			8					8						77	77	\$ 8,421
5.40 - Archaeological Monitoring 5.50 - Permitting Services			20	4				4 20						46 0	46 0	\$ 4,894 \$ 1,802
5.60 - Consultation and Internal Team Meetings		6	6					12						45	45	\$ 5,652
6.0 PUBLIC INVOLVEMENT 6.10 - Project Kick-off Meeting		6	8			24		0 38							0	\$ - \$ 3,049
6.20 - Transit Connectivity		4	6			8		18							0	\$ 1,530
6.30 - South Approach & Connectivity Coordination 6.40 - Washington State University Property Acquisition and Campus Connectivity	5	20 12	50 50			40 50	8	123 125							0	\$ 10,515 \$ 10,362
6.50 - Private Property Acquisition at South Landing	2	10	20			40	20	92							0	\$ 7,057
6.60 - Project Vernacular	4	30	50			60	5	149							0	\$ 12,699
6.70 - Utility Coordination 6.80 - Public Open House #1	4	10 8	20 20			80 50	16	110 98	16		120	6			0 142	\$ 8,492 \$ 21,763
6.90 - Public Open House #2	2	8	26			50	16	102	8		120	6			134	\$ 21,260
7.0 CIVIL ENGINEERING 7.10 - Project Administration								0							0	\$ -
7.11 - General Administration		60	60				100	220							0	\$ 17,478
7.12 - Coordination 7.13 - Permitting Assistance		52 20	100 40				8	152 68							0	\$ 14,570 \$ 6,195
7.14 - Meetings		60	80			60	10	210							0	\$ 18,405
7.20 - 30% Construction Documents 7.30 - 60% construction Documents		50 50	80 80			180 150	10 10	320 290							0	\$ 25,767 \$ 23,659
7.40 - 90% Construction Documents		50	80			150	10	290							0	\$ 23,659
7.50 - Final Construction Documents 8.0 STRUCTURAL ENGINEERING		80	120			175	25	400 0							0	\$ 33,076 \$ -
8.10 - Basis of Design								0	130						130	\$ 13,000
8.20 - Bridge Design 8.30 - North Approach Ramp Design								0	1325 150						1,325 150	\$ 132,500 \$ 15,000
8.40 - South Approach Ramp Design								0	150						150	\$ 15,000
8.50 - Miscellaneous Structures  9.0 MECHANICAL AND ELECTRICAL ENGINEERING								0	100						100	\$ 10,000 \$ -
9.10 - Project Management								0					32		32	\$ 3,200
9.20 - Field Verification 9.30 - Design								0					16 318		16 318	\$ 1,600 \$ 31,800
9.40 - Approval								0					40		40	\$ 4,000
9.50 - Construction Documents  10.0 LANDSCAPE ARCHITECTURE AND IRRIGATION DESIGN								0							0	\$ - \$ -
10.10 - Project Management								0				57			57	\$ 5,700
10.20 - Illumination 10.30 - Wayfinding and Furnishings								0				33 42			33 42	\$ 3,300 \$ 4,200
10.40 - 30% Submittal								0				80			80	\$ 8,000
10.50 - 100% (Final) Submittal  11.0 REAL ESTATE APPRAISAL - not used (to be done outside contract)								0				217			217 0	\$ 21,700 \$ -
12.0 BNSF PERMIT SUPPORT								0							0	\$ -
12.10 - Meetings with BNSF  12.20 - Identify and Coordinate Right of Entry Approval		10 4	20 10				15 2	45 16							0	\$ 3,720 \$ 1,442
12.30 - Construction and Maintenance Agreement		10	20			25	6	61							0	\$ 4,967
12.40 - Coordinate with City, WUTC and BNSF  12.50 - BNSF Review and Approval of 30% and 100% Design		10 10	30 40			20 40	6	60 96							0	\$ 5,177 \$ 7,823
12.50 - BNSF Review and Approval of 30% and 100% Design  Misc. General Admin (in addition to Task 1)	40	104	52			40	50	246							0	\$ 7,823
10% Management Reserve Subtotal	92	875	1,452	<u> </u>	0	1,324	500	4249	2051	502	900	504	430	548.4	4,935	\$ 85,094 \$ 936,037
TASK 2: Construction Support Services																
to be determined																
ridge															<del></del>	<del>                                     </del>
Subtotal																not used
10% Management Reserve																
Subtotal														 		not used
Total						<u> </u>		<u> </u>	l					l		not used

\* Deliverables/travel, etc. imbedded within hourly costs

 ${\color{red}^{**}} \ \ \textbf{Consultant costs have been converted to equivalent hours based on $100/hour}$ 

\*\*\* Consultant \$'s used for Environmental

last updated 4/09/13 smh

 Billable Rates
 (2013 rates)

 Principal Engineer
 x

 Senior Engineer
 x

 Associate Engineer
 x

 Field Engieer
 x

 Inspector
 x

 Designer/Drafter (Tech 3)
 x

 Clerical
 x

1

Design Costs as percentage of Construction Dollars 11.70%

CM Support Costs as percentage of Construction Dollars n/a

P:\Team4\PROJECTS-TEAM 4\2012119 University District Bike-Ped Bridge\COS Design cost estimate-Check.xlsx

5/29/2013

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	5/29/2013		
06/10/2013		Clerk's File #	PRO 2013-0014		
		Renews #			
Submitting Dept	ENGINEERING SERVICES	Cross Ref #			
<b>Contact Name/Phone</b>	BRANDON 625-6419	Project #	2013015		
	BLANKENAGEL				
Contact E-Mail	BBLANKENAGEL@SPOKANECITY.ORG	<u>Bid #</u>			
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		<b>Budget Account</b>				
Neutral \$		#				
Select \$		#				
Select \$		#				
Select \$		#				
Approvals		<b>Council Notification</b>	<u>s</u>			
Dept Head	TAYLOR, MIKE	Study Session				
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 2/13/13 & 4/24/13			
<u>Finance</u>	LESESNE, MICHELE	<b>Distribution List</b>				
<u>Legal</u>	BURNS, BARBARA	sdecker@spokanecity.org				
For the Mayor	SANDERS, THERESA	bblankenagel@spokanecity	y.org			
Additional Approvals		mserbousek@spokanecity.org				
<u>Purchasing</u>		htrautman@spokanecity.o	rg			

# 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.

Michael Ekins, President Spokane Plan Commission

Michael John

Date: May 9, 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, 201	3.
Approved as to Form:	Terri Pfister, City Clerk
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.