

## CITY OF SPOKANE



### NOTICE

#### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through May 4, 2020.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. **The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering the access code 966 942 097 when prompted.**

The regularly scheduled 6:00 p.m. Legislative Sessions are canceled through May 4, 2020, pending Council approval. City Council will be moving all legislative agenda items to their regularly scheduled 3:30 p.m. Briefing / Administrative Sessions, pending Council approval.

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

**Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:**

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at the first open forum more often than once per calendar month.**

**In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

**Rule 2.2      OPEN FORUM**

- D.      The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E.      To encourage wider participation in open forum and a broad array of public comment and varied points of view from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

**Rule 2.7      SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- B.      Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Rule 5.3      PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A.      Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B.      No member of the public 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 and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C.      Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D.      Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E.      In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F.      A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

**Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
    - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
    - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
  - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses there to shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 20, 2020

### **MISSION STATEMENT**

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

**MAYOR NADINE WOODWARD**

**COUNCIL PRESIDENT BREEAN BEGGS**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER BETSY WILKERSON**

**CITY COUNCIL CHAMBERS  
CITY HALL**

**808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201**

## **CITY COUNCIL BRIEFING SESSION**

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 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) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS 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.

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas and packet materials may be accessed on the City website at [www.spokanecity.org](http://www.spokanecity.org).

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

(This page has been temporarily modified during the closure of City Hall to the public.)

**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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

- |  |         |                              |
|--|---------|------------------------------|
| 1. Value Blanket Renewal with Spokane Tin & Sheet Iron Works, Inc. (Spokane, WA), for sewer bends—\$75,000 (incl. tax).<br><b>Mike Lowdon</b>  | Approve | OPR 2017-0131<br>BID 4326-17 |
| 2. Low Bid Award of Cameron-Reilly, LLC (Spokane, WA), for the Spokane Arterial Curb Ramp Project - North—\$1,052,236.68. An administrative reserve of \$105,223.67, which is 10% of the contract price, will be set aside.<br><b>Dan Buller</b>                                       | Approve | OPR 2020-0389<br>ENG 2019042 |
| 3. Consultant Agreement with KPFF Consulting Engineers, Inc. (Seattle, WA) for the Construction Administration of the Post Street Bridge Project—\$1,100,000. An administrative reserve of \$110,000, which is 10% of the contract price, will be set aside.<br><b>Mark Serbeousek</b> | Approve | OPR 2020-0391<br>ENG 2017105 |

4. Report of the Mayor of pending: Approve & Authorize Payments CPR 2020-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2020, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_.
- b. Payroll claims of previously approved obligations through \_\_\_\_\_, 2020: \$\_\_\_\_\_. CPR 2020-0003
5. City Council Meeting Minutes: \_\_\_\_\_, 2020. Approve All CPR 2020-0013
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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## 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.

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## LEGISLATIVE SESSION

**NOTE:** The regularly scheduled 6:00 p.m. Legislative Session of the Spokane City Council on April 20, 2020, is canceled. City Council will be moving any Legislative Session items to their regularly scheduled 3:30 p.m. Administrative Session, pending Council approval.

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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**COUNCIL COMMITTEE REPORTS**

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

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**OPEN FORUM – WILL NOT BE HELD**

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**NO LEGISLATIVE AGENDA**

Motion to Approve Advance Agenda for April 20, 2020  
(per Council Rule 2.1.2)

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**OPEN FORUM – WILL NOT BE HELD**

**ADJOURNMENT**

The April 20, 2020, Regular Legislative Session of the City Council is adjourned to April 27, 2020.

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**NOTES**



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

04/20/2020

|                              |               |
|------------------------------|---------------|
| <b><u>Date Rec'd</u></b>     | 3/24/2020     |
| <b><u>Clerk's File #</u></b> | OPR 2017-0131 |
| <b><u>Renews #</u></b>       |               |
| <b><u>Cross Ref #</u></b>    |               |
| <b><u>Project #</u></b>      |               |
| <b><u>Bid #</u></b>          | 4326-17       |
| <b><u>Requisition #</u></b>  | RN 34         |

|                                  |  |
|----------------------------------|--|
| <b><u>Submitting Dept</u></b>    | WASTEWATER MANAGEMENT                      |
| <b><u>Contact Name/Phone</u></b> | MIKE LOWDON 625-7927                       |
| <b><u>Contact E-Mail</u></b>     | MLOWDON@SPOKANECITY.ORG                    |
| <b><u>Agenda Item Type</u></b>   | Purchase w/o Contract                      |
| <b><u>Agenda Item Name</u></b>   | 4310 VALUE BLANKET RENEWAL FOR SEWER BENDS |

**Agenda Wording**

Value blanket renewal for sewer bends with Spokane Tin & Sheet Iron Works, Inc. (Spokane, WA) valued at \$75,000.00 including sales tax.

**Summary (Background)**

Bid #4326-17 was issued in January of 2017 to twenty-one companies and plan holders. Two bid responses were received. Spokane Tin & Sheet Iron Works, Inc. was correspondingly awarded a one year value blanket order as the low, responsive bidder. Spokane Tin & Sheet Iron Works, Inc. has agreed to renew that order for an additional year at no increase over the original bid pricing. This represents the third of four (4) optional annual renewals upon mutual consent. One annual renewal option remains.

|                                    |    |                     |    |                                     |                              |
|------------------------------------|----|---------------------|----|-------------------------------------|------------------------------|
| <b><u>Fiscal Impact</u></b>        |    | Grant related?      | NO | <b><u>Budget Account</u></b>        |                              |
|                                    |    | Public Works?       | NO |                                     |                              |
| Expense                            | \$ | 75,000.00           |    | #                                   | 4310-43117-35148-53210-99999 |
| Select                             | \$ |                     |    | #                                   |                              |
| Select                             | \$ |                     |    | #                                   |                              |
| Select                             | \$ |                     |    | #                                   |                              |
| <b><u>Approvals</u></b>            |    |                     |    | <b><u>Council Notifications</u></b> |                              |
| <b><u>Dept Head</u></b>            |    | KEGLEY, DANIEL      |    | <b><u>Study Session\Other</u></b>   | UEC 4/13/2020                |
| <b><u>Division Director</u></b>    |    | SIMMONS, SCOTT M.   |    | <b><u>Council Sponsor</u></b>       | PRESIDENT BEGGS              |
| <b><u>Finance</u></b>              |    | ALBIN-MOORE, ANGELA |    | <b><u>Distribution List</u></b>     |                              |
| <b><u>Legal</u></b>                |    | ODLE, MARI          |    | sjohnson@spokanecity.org            |                              |
| <b><u>For the Mayor</u></b>        |    | ORMSBY, MICHAEL     |    | rgennett@spokanecity.org            |                              |
| <b><u>Additional Approvals</u></b> |    |                     |    | mlowdon@spokanecity.org             |                              |
| <b><u>Purchasing</u></b>           |    | PRINCE, THEA        |    | Tax & Licenses                      |                              |
|                                    |    |                     |    |                                     |                              |
|                                    |    |                     |    |                                     |                              |
|                                    |    |                     |    |                                     |                              |

## Briefing Paper

### Urban Experience Committee

|   |   |
|---|---|
| <b>Division &amp; Department:</b>   | Public Works, 4310 Wastewater Maintenance   |
| <b>Subject:</b>   | Sewer Bend Value Blanket Renewal  |
| <b>Date:</b>  | 4/13/2020   |
| <b>Author (email &amp; phone):</b>  | Mike Lowdon, <a href="mailto:mldowdon@spokanecity.org">mldowdon@spokanecity.org</a> , x7927   |
| <b>City Council Sponsor:</b>  | Council President Breean Beggs  |
| <b>Executive Sponsor:</b>   | Scott Simmons, Director – Public Works  |
| <b>Committee(s) Impacted:</b>   | PIES  |
| <b>Type of Agenda item:</b>   | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative   |
| <b>Alignment:</b>   | Funding for these purchases has been included in the Wastewater Maintenance Warehouse budget  |
| <b>Strategic Initiative:</b>  | Innovative Infrastructure   |
| <b>Deadline:</b>  | The last order expired on 2/28/2020   |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | This blanket order supports efficient and competitive procurement of galvanized sheet metal sewer bends in sizes ranging four (4) to twelve (12) inches for the 2020 construction/repair season (80% of this expenditure estimated to be used on eight (8) inch bends). |
| <p><b>Background/History:</b> Bid #4326-17 was issued in January of 2017 to twenty-one companies and plan holders. Two bid responses were received. Spokane Tin &amp; Sheet Iron Works, Inc. was correspondingly awarded a one year value blanket order as the low, responsive bidder.</p> <p>Spokane Tin &amp; Sheet Iron Works, Inc. has agreed to renew that order for an additional year at no increase over the original bid pricing. This represents the third of four (4) optional annual renewals upon mutual consent. One annual renewal option remains.</p> |   |
| <p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Renewal of existing value blanket order with Spokane Tin &amp; Sheet Iron Works, Inc. (Spokane, WA) for \$75,000.00 including tax</li> <li>Original Bid #4326-17</li> <li>Existing order expired at the end of February 2020</li> <li>This renewal represents the third of four annual renewal options at mutual consent</li> <li>This renewal maintains the 2017 pricing through February 2021</li> </ul>  |   |
| <p><b>Budget Impact:</b></p> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: Wastewater Maintenance Warehouse Budget</p> <p>Other budget impacts: None</p>  |   |
| <p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy?      <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>Requires change in current operations/policy?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>  |   |

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 3/30/2020

**Type of expenditure:** Goods ☒ Services ☐

**Department:** 4310 Wastewater Maintenance

**Approving Supervisor:** Raylene Gennett

**Amount of Proposed Expenditure:** Not to Exceed \$75,000.00

**Funding Source:** Wastewater Maintenance Warehouse Budget

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

The existing value blanket for these products expired at the end of February 2020. These products are used routinely in the maintenance and repair of the City's stormwater system and support the City's compliance with directives from the Department of Ecology regarding pollutant control.

**What are the impacts if expenses are deferred?**

The supplier for these products has agreed to renew the existing value blanket at no change in cost (costs have been stable since this business was competitively awarded in 2017). The department has existing inventory of these products, but will need to reorder in order to meet long term needs. Approval of this order supports the most cost-effective procurement of these products at this time.

**What alternative resources have been considered?**

This renewal was delayed by the competitive consideration of PVC manufacture (products currently made from tin metal). Despite some serious inquiries from manufacturers, no quotes were received against RFQ #5250-20. It is believed interest in this business may have been reduced due to covid-19; the department has opted to renew the existing business and explore the PVC option again in the future.

**Description of the goods or service and any additional information?**

Tin metal elbow/outlet traps (colloquially known as 'sewer bends') in accordance with City standard plan #B-120 ranging in size from 4" - 12" to be purchased on an as-needed basis with no guarantee of quantities. This renewal is scheduled for briefing at Urban Experience Committee on 4/13.

**Person Submitting Form/Contact:** Samantha Johnson - Purchasing

**FINANCE SIGNATURE:**

*Tonya Wallace*

0000120001244E0...

**CITY ADMINISTRATOR SIGNATURE:**

# BID TABULATION

**BID NUMBER:** 4326-17  
**BID TITLE:** Sewer Bends – Annual Blanket Order  
**DUE DATE:** January 30, 2017



CITY OF SPOKANE - PURCHASING  
 808 W. Spokane Falls Blvd.  
 Spokane, Washington 99201-3316  
 (509) 625-6400  
 FAX (509) 625-6413

|                          |  |                    |  |                      |
|--------------------------|--|--------------------|--|----------------------|
| BIDS RECEIVED FROM:      | SPOKANE TIN & SHEET<br>IRON WORKS<br>SPOKANE, WA |                    | TSMF, LLC<br>SPOKANE VALLEY, WA  |                      |
| QUANTITY AND DESCRIPTION | UNIT<br>PRICE                                    | TOTAL PRICE        | UNIT<br>PRICE  | TOTAL PRICE          |
| 50 EA 12" SEWER BENDS    | \$98.00  | \$4,900.00         | \$97.71  | \$4,885.50           |
| 50 EA 10" SEWER BENDS    | \$72.00  | \$3,600.00         | \$85.29  | \$4,264.50           |
| 1200 EA 8" SEWER BENDS   | \$56.00  | \$67,200.00        | \$67.37  | \$80,844.00          |
| 50 EA 6" SEWER BENDS     | \$55.00  | \$2,750.00         | \$50.27  | \$2,513.50           |
| 25 EA 4" SEWER BENDS     | \$54.00  | \$1,350.00         | \$56.00  | \$1,400.00           |
| GROUND FREIGHT           |  | \$2,750.00         |  | \$1,000.00           |
| <b>SUBTOTAL:</b>         |  | <b>\$82,550.00</b> |  | <b>\$94,907.50</b>   |
| <b>SALES TAX:</b>        |  | <b>\$7,181.85</b>  |  | <b>\$8,256.95</b>    |
| <b>TOTAL BID:</b>        |  | <b>\$89,731.85</b> |  | <b>*\$103,164.50</b> |
| DELIVERY TIME:           | 50 PIECES IN 4 DAYS FROM<br>RECEIPT OF ORDER     |                    | ALL IN 14 WEEKS OR ALL<br>WITHIN 6 WEEKS EXCEPT<br>1,000 8" IN 6 WEEKS |                      |
|                          |  |                    | *TOTAL CORRECTED BASED<br>ON UNIT PRICES                               |                      |

The Request for bid was e-mailed to 21 companies and plan holders, with 2 bid responses received.

**PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.**

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

04/20/2020

**Date Rec'd**

4/7/2020

**Clerk's File #**

OPR 2020-0389

**Renews #****Submitting Dept**

ENGINEERING SERVICES

**Cross Ref #****Contact Name/Phone**

DAN BULLER 625-6391

**Project #**

2019042

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

CR

**Agenda Item Name**

0370 – LOW BID AWARD – CAMERON-REILLY LLC

**Agenda Wording**

Low Bid of Cameron-Reilly LLC., of Spokane, WA for the Spokane Arterial Curb Ramp Project - North in the amount of \$1,052,236.68. An administrative reserve of \$105,223.67 which is 10% of the contract price, will be set aside. (Various Neighborhood

**Summary (Background)**

On April 6, 2020 bids were opened for the above project. The low bid was from Cameron-Reilly LLC. in the amount of \$1,052,236.68, which is \$110,978.32 or 9.54% under the Engineer's Estimate; four other bids were received as follows: LaRiviere Inc., - \$1,064,791.25, Bacon Concrete Inc., - \$1,192,223.60, William Winkler Company - \$1,247,812.15 and National Native American Construction, Inc., - \$1,391,000.00.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? YES

Expense \$ 500,000.00

# 3200-49820-42300-54201-99999

Expense \$ 657,460.35

# 1100-21700-42300-54201-99999

Select \$

#

Select \$

#

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

TWOHIG, KYLE

**Study Session\Other**

PIE 3/23/20

**Division Director**

SIMMONS, SCOTT M.

**Council Sponsor**

Beggs

**Finance**

DUFFEY, ANDREW

**Distribution List****Legal**

ODLE, MARI

eraea@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

WAHL, CONNIE

aduffey@spokanecity.org

## Briefing Paper

### PIES

|   |   |
|---|---|
| <b>Division &amp; Department:</b>   | Public Works, Engineering   |
| <b>Subject:</b>   | Arterial Curb Ramp (North)  |
| <b>Date:</b>  | 3-23-20   |
| <b>Contact (email &amp; phone):</b>   | Dan Buller (dbuller@spokanecity.org, 625-6391)  |
| <b>City Council Sponsor:</b>  |   |
| <b>Executive Sponsor:</b>   | Scott Simmons   |
| <b>Committee(s) Impacted:</b>   | PIES  |
| <b>Type of Agenda item:</b>   | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| <b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)  | This project is associated with projects in the 6 year street plan.   |
| <b>Strategic Initiative:</b>  | Innovative Infrastructure   |
| <b>Deadline:</b>  |   |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | Approval of construction contracts  |
| <u>Background/History:</u> <ul style="list-style-type: none"> <li>• Every year the city Street Department grinds and overlays various streets through the city.</li> <li>• These projects generate the need for curb ramp installation or replacements.</li> <li>• The Street Department does not have the manpower or expertise to construct concrete curb ramps complying with ADA.</li> </ul>  |   |
| <ul style="list-style-type: none"> <li>• Because of the large number of curb ramps to be replaced, we have divided the work load into two projects, one primarily on the north side of town and one primarily on the south side.</li> <li>• These two projects construct curb ramps from Street Department grind and overlay projects on city arterials from 2018, 2019 and 2020.</li> <li>• Because the ramps are spread out throughout town, no exhibit is attached.</li> <li>• This project is paid with local funds.</li> </ul> |   |
| <u>Operations Impact:</u><br>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A<br>Specify changes required:<br>Known challenges/barriers:   |   |

**City Of Spokane**  
**Engineering Services Department**  
**\*\*\* Bid Tabulation \*\*\***

**Project Number:** 2019042

**Project Description** Spokane Arterial Curb Ramp Project - North

**Funding Source** Local

**Preparer** Rich Proszek

**Original Date** 3/13/2020 6:38:21 AM

**Update Date** 4/6/2020 2:36:45 PM

**Addendum**

| <b>Project Number:</b> 2019042                      |   |                 | <b>Engineer's Estimate</b> |               | Cameron-Reilly LLC                         |               | LaRiviere Inc     |               | Bacon Concrete Inc |               |
|---|---|-----------------|----------------------------|---------------|--|---------------|-------------------|---------------|--------------------|---------------|
| <b>Item No</b>                                      | <b>Bid Item Description</b>                       | <b>Est. Qty</b> | <b>Unit Price</b>          | <b>Amount</b> | <b>Unit Price</b>                          | <b>Amount</b> | <b>Unit Price</b> | <b>Amount</b> | <b>Unit Price</b>  | <b>Amount</b> |
| <b>Schedule Description</b>                         |   |                 |                            |               | <b>Tax Classification</b>                  |               |                   |               |                    |               |
| <b>Schedule 01</b> Street Improvements - ADDENDUM 1 |   |                 |                            |               | Sales tax shall be included in unit prices |               |                   |               |                    |               |
| 101   | ADA FEATURES SURVEYING                            | 1 LS            | *****                      | 18,000.00     | *****                                      | 15,000.00     | *****             | 26,382.00     | *****              | 42,000.00     |
| 102   | REIMBURSEMENT FOR THIRD PARTY DAMAGE              | 1 EST           | 1.00                       | 1.00          | 1.00                                       | 1.00          | 1.00              | 1.00          | 1.00               | 1.00          |
| 103   | SPCC PLAN   | 1 LS            | *****                      | 1,000.00      | *****                                      | 1,000.00      | *****             | 650.00        | *****              | 2,000.00      |
| 104   | POTHOLING   | 1 EA            | 700.00                     | 700.00        | 500.00                                     | 500.00        | 795.00            | 795.00        | 300.00             | 300.00        |
| 105   | PUBLIC LIAISON REPRESENTATIVE                     | 1 LS            | *****                      | 15,000.00     | *****                                      | 8,500.00      | *****             | 7,362.00      | *****              | 26,000.00     |
| 106   | REFERENCE AND REESTABLISH SURVEY MONUMENT         | 20 EA           | 700.00                     | 14,000.00     | 540.00                                     | 10,800.00     | 562.00            | 11,240.00     | 525.00             | 10,500.00     |
| 107   | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS | 1 LS            | *****                      | 5,000.00      | *****                                      | 4,500.00      | *****             | 4,498.00      | *****              | 4,500.00      |
| 108   | MOBILIZATION                                      | 1 LS            | *****                      | 106,000.00    | *****                                      | 82,000.00     | *****             | 111,232.00    | *****              | 110,000.00    |
| 109   | PROJECT TEMPORARY TRAFFIC CONTROL                 | 1 LS            | *****                      | 80,000.00     | *****                                      | 47,725.00     | *****             | 59,695.25     | *****              | 110,000.00    |
| 110   | SEQUENTIAL ARROW SIGN                             | 2200 HR         | 5.00                       | 11,000.00     | 3.10                                       | 6,820.00      | 2.25              | 4,950.00      | 4.00               | 8,800.00      |
| 111   | CLEARING AND GRUBBING                             | 1 LS            | *****                      | 10,000.00     | *****                                      | 10,000.00     | *****             | 14,800.00     | *****              | 15,000.00     |
| 112   | TREE ROOT TREATMENT                               | 9 EA            | 600.00                     | 5,400.00      | 710.00                                     | 6,390.00      | 710.00            | 6,390.00      | 740.00             | 6,660.00      |
| 113   | TREE PROTECTION ZONE                              | 37 EA           | 300.00                     | 11,100.00     | 270.00                                     | 9,990.00      | 257.00            | 9,509.00      | 270.00             | 9,990.00      |
| 114   | VACANT  | 0               | 0.00                       | 0.00          | 0.00                                       | 0.00          | 0.00              | 0.00          | 0.00               | 0.00          |

| <i>Project Number:</i> <b>2019042</b>               |   |                 | <i>Engineer's Estimate</i> |               | Cameron-Reilly LLC                         |               | LaRiviere Inc     |               | Bacon Concrete Inc |               |
|---|---|-----------------|----------------------------|---------------|--|---------------|-------------------|---------------|--------------------|---------------|
| <i>Item No</i>                                      | <i>Bid Item Description</i>                                       | <i>Est. Qty</i> | <i>Unit Price</i>          | <i>Amount</i> | <i>Unit Price</i>                          | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i>  | <i>Amount</i> |
| <i>Schedule Description</i>                         |   |                 |                            |               | <i>Tax Classification</i>                  |               |                   |               |                    |               |
| <i>Schedule 01</i> Street Improvements - ADDENDUM 1 |   |                 |                            |               | Sales tax shall be included in unit prices |               |                   |               |                    |               |
| 115   | REMOVE TREE, CLASS II   | 1 EA            | 900.00                     | 900.00        | 2,000.00                                   | 2,000.00      | 1,885.00          | 1,885.00      | 2,000.00           | 2,000.00      |
| 116   | TREE PRUNING  | 30 EA           | 350.00                     | 10,500.00     | 240.00                                     | 7,200.00      | 235.00            | 7,050.00      | 265.00             | 7,950.00      |
| 117   | REMOVAL OF STRUCTURE AND OBSTRUCTION                              | 1 LS            | *****                      | 8,000.00      | *****                                      | 7,500.00      | *****             | 9.00          | *****              | 15,000.00     |
| 118   | REMOVE EXISTING CURB  | 3884 LF         | 8.50                       | 33,014.00     | 11.86                                      | 46,064.24     | 10.00             | 38,840.00     | 14.50              | 56,318.00     |
| 119   | REMOVE EXISTING CURB AND GUTTER                                   | 972 LF          | 10.50                      | 10,206.00     | 15.00                                      | 14,580.00     | 10.00             | 9,720.00      | 15.00              | 14,580.00     |
| 120   | REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY                      | 2730 SY         | 16.00                      | 43,680.00     | 17.80                                      | 48,594.00     | 15.00             | 40,950.00     | 16.00              | 43,680.00     |
| 121   | REMOVE MANHOLE, CATCH BASIN, OR DRYWELL                           | 1 EA            | 500.00                     | 500.00        | 950.00                                     | 950.00        | 1,000.00          | 1,000.00      | 600.00             | 600.00        |
| 122   | REMOVE CURB/GRATE INLET   | 1 EA            | 400.00                     | 400.00        | 300.00                                     | 300.00        | 950.00            | 950.00        | 600.00             | 600.00        |
| 123   | SAWCUTTING CURB   | 372 EA          | 40.00                      | 14,880.00     | 25.00                                      | 9,300.00      | 34.00             | 12,648.00     | 30.00              | 11,160.00     |
| 124   | SAWCUTTING RIGID PAVEMENT   | 8830 LFI        | 1.00                       | 8,830.00      | 1.10                                       | 9,713.00      | 1.20              | 10,596.00     | 1.50               | 13,245.00     |
| 125   | SAWCUTTING FLEXIBLE PAVEMENT                                      | 4010 LFI        | 0.70                       | 2,807.00      | 0.80                                       | 3,208.00      | 0.35              | 1,403.50      | 1.00               | 4,010.00      |
| 126   | SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR                        | 22730 LFI       | 1.80                       | 40,914.00     | 1.35                                       | 30,685.50     | 0.35              | 7,955.50      | 1.25               | 28,412.50     |
| 127   | REMOVE UNSUITABLE FOUNDATION MATERIAL                             | 5 CY            | 25.00                      | 125.00        | 50.00                                      | 250.00        | 26.00             | 130.00        | 15.00              | 75.00         |
| 128   | REPLACE UNSUITABLE FOUNDATION MATERIAL                            | 5 CY            | 35.00                      | 175.00        | 70.00                                      | 350.00        | 52.00             | 260.00        | 25.00              | 125.00        |
| 129   | CONTROLLED DENSITY FILL   | 5 CY            | 150.00                     | 750.00        | 100.00                                     | 500.00        | 170.00            | 850.00        | 150.00             | 750.00        |
| 130   | CSTC FOR SIDEWALK AND DRIVEWAYS                                   | 190 CY          | 115.00                     | 21,850.00     | 105.00                                     | 19,950.00     | 275.00            | 52,250.00     | 95.00              | 18,050.00     |
| 131   | HMA FOR PAVEMENT REPAIR CL. 1/2 IN., MEDIUM TRAFFIC, 6 INCH THICK | 320 SY          | 60.00                      | 19,200.00     | 126.25                                     | 40,400.00     | 67.00             | 21,440.00     | 132.00             | 42,240.00     |
| 132   | HMA FOR TRANSITION CL. 1/2 IN. LIGHT TRAFFIC, 2 INCH THICK        | 20 SY           | 30.00                      | 600.00        | 137.50                                     | 2,750.00      | 130.00            | 2,600.00      | 200.00             | 4,000.00      |



| <i>Project Number:</i> <b>2019042</b>               |  |                 | <i>Engineer's Estimate</i> |               | Cameron-Reilly LLC                         |               | LaRiviere Inc     |               | Bacon Concrete Inc |               |
|---|--|-----------------|----------------------------|---------------|--|---------------|-------------------|---------------|--------------------|---------------|
| <i>Item No</i>                                      | <i>Bid Item Description</i>  | <i>Est. Qty</i> | <i>Unit Price</i>          | <i>Amount</i> | <i>Unit Price</i>                          | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i>  | <i>Amount</i> |
| <i>Schedule Description</i>                         |  |                 |                            |               | <i>Tax Classification</i>                  |               |                   |               |                    |               |
| <i>Schedule 01</i> Street Improvements - ADDENDUM 1 |  |                 |                            |               | Sales tax shall be included in unit prices |               |                   |               |                    |               |
| 133   | PAVEMENT REPAIR<br>EXCAVATION INCL. HAUL                                   | 320 SY          | 30.00                      | 9,600.00      | 51.00                                      | 16,320.00     | 35.00             | 11,200.00     | 45.00              | 14,400.00     |
| 134   | CEMENT CONCRETE<br>CURB WALL   | 144 LF          | 75.00                      | 10,800.00     | 48.60                                      | 6,998.40      | 65.00             | 9,360.00      | 65.00              | 9,360.00      |
| 135   | GRATE INLET TYPE 3   | 2 EA            | 1,500.00                   | 3,000.00      | 900.00                                     | 1,800.00      | 1,131.00          | 2,262.00      | 2,100.00           | 4,200.00      |
| 136   | CATCH BASIN TYPE 1   | 1 EA            | 2,300.00                   | 2,300.00      | 3,000.00                                   | 3,000.00      | 2,397.00          | 2,397.00      | 3,600.00           | 3,600.00      |
| 137   | RETROFIT SURFACE<br>INLET CB WITH FRAME &<br>VANED GRATE                   | 1 EA            | 500.00                     | 500.00        | 800.00                                     | 800.00        | 542.00            | 542.00        | 690.00             | 690.00        |
| 138   | RETROFIT SURFACE<br>INLET CB WITH FRAME &<br>BI-DIRECTIONAL VANED<br>GRATE | 1 EA            | 500.00                     | 500.00        | 850.00                                     | 850.00        | 542.00            | 542.00        | 690.00             | 690.00        |
| 139   | MH OR DW FRAME AND<br>COVER (STANDARD)                                     | 1 EA            | 500.00                     | 500.00        | 750.00                                     | 750.00        | 506.00            | 506.00        | 600.00             | 600.00        |
| 140   | MH OR DW FRAME AND<br>COVER (LOCKABLE)                                     | 1 EA            | 500.00                     | 500.00        | 750.00                                     | 750.00        | 555.00            | 555.00        | 700.00             | 700.00        |
| 141   | VALVE BOX AND COVER  | 1 EA            | 400.00                     | 400.00        | 470.00                                     | 470.00        | 610.00            | 610.00        | 700.00             | 700.00        |
| 142   | CLEANING EXISTING<br>DRAINAGE STRUCTURE                                    | 50 EA           | 350.00                     | 17,500.00     | 400.00                                     | 20,000.00     | 459.00            | 22,950.00     | 320.00             | 16,000.00     |
| 143   | TRENCH SAFETY<br>SYSTEM  | 1 LS            | *****                      | 500.00        | *****                                      | 500.00        | *****             | 461.00        | *****              | 200.00        |
| 144   | CATCH BASIN DUCTILE<br>IRON SEWER PIPE 8 IN.<br>DIA.                       | 40 LF           | 60.00                      | 2,400.00      | 80.00                                      | 3,200.00      | 48.00             | 1,920.00      | 110.00             | 4,400.00      |
| 145   | CONNECT 8 IN. DIA. PIPE<br>TO EXISTING CB, DW OR<br>MH                     | 1 EA            | 350.00                     | 350.00        | 800.00                                     | 800.00        | 950.00            | 950.00        | 1,000.00           | 1,000.00      |
| 146   | CONNECT 8 IN. DIA.<br>SEWER PIPE TO<br>EXISTING SEWER PIPE                 | 1 EA            | 350.00                     | 350.00        | 800.00                                     | 800.00        | 700.00            | 700.00        | 1,000.00           | 1,000.00      |
| 147   | PLUGGING EXISTING<br>PIPE  | 1 EA            | 100.00                     | 100.00        | 250.00                                     | 250.00        | 325.00            | 325.00        | 600.00             | 600.00        |
| 148   | ESC LEAD   | 1 LS            | *****                      | 1,200.00      | *****                                      | 750.00        | *****             | 1,218.00      | *****              | 2,500.00      |
| 149   | INLET PROTECTION   | 75 EA           | 100.00                     | 7,500.00      | 80.00                                      | 6,000.00      | 83.00             | 6,225.00      | 100.00             | 7,500.00      |
| 150   | TOPSOIL TYPE A, 2 INCH<br>THICK  | 1218 SY         | 10.00                      | 12,180.00     | 4.95                                       | 6,029.10      | 20.00             | 24,360.00     | 5.00               | 6,090.00      |

| <i>Project Number:</i> <b>2019042</b>               |   |                 | <i>Engineer's Estimate</i> |               | Cameron-Reilly LLC                         |               | LaRiviere Inc     |               | Bacon Concrete Inc |               |
|---|---|-----------------|----------------------------|---------------|--|---------------|-------------------|---------------|--------------------|---------------|
| <i>Item No</i>                                      | <i>Bid Item Description</i>                           | <i>Est. Qty</i> | <i>Unit Price</i>          | <i>Amount</i> | <i>Unit Price</i>                          | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i>  | <i>Amount</i> |
| <i>Schedule Description</i>                         |   |                 |                            |               | <i>Tax Classification</i>                  |               |                   |               |                    |               |
| <i>Schedule 01</i> Street Improvements - ADDENDUM 1 |   |                 |                            |               | Sales tax shall be included in unit prices |               |                   |               |                    |               |
| 151   | HYDROSEEDING  | 694 SY          | 3.00                       | 2,082.00      | 3.00                                       | 2,082.00      | 7.00              | 4,858.00      | 5.00               | 3,470.00      |
| 152   | SOD INSTALLATION                                      | 524 SY          | 15.00                      | 7,860.00      | 14.00                                      | 7,336.00      | 20.00             | 10,480.00     | 20.00              | 10,480.00     |
| 153   | REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES | 1 LS            | *****                      | 15,000.00     | *****                                      | 16,125.00     | *****             | 12,000.00     | *****              | 14,000.00     |
| 154   | CEMENT CONCRETE CURB                                  | 2672 LF         | 30.00                      | 80,160.00     | 36.42                                      | 97,314.24     | 31.00             | 82,832.00     | 26.00              | 69,472.00     |
| 155   | CEMENT CONC. CURB AND GUTTER                          | 4370 LF         | 35.00                      | 152,950.00    | 25.10                                      | 109,687.00    | 33.00             | 144,210.00    | 30.00              | 131,100.00    |
| 156   | CEMENT CONCRETE DRIVEWAY                              | 15 SY           | 70.00                      | 1,050.00      | 100.00                                     | 1,500.00      | 83.00             | 1,245.00      | 100.00             | 1,500.00      |
| 157   | CEMENT CONC. SIDEWALK                                 | 3550 SY         | 65.00                      | 230,750.00    | 61.20                                      | 217,260.00    | 48.00             | 170,400.00    | 54.00              | 191,700.00    |
| 158   | RAMP DETECTABLE WARNING                               | 1488 SF         | 28.00                      | 41,664.00     | 18.00                                      | 26,784.00     | 20.00             | 29,760.00     | 20.00              | 29,760.00     |
| 159   | SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS    | 1 LS            | *****                      | 65,000.00     | *****                                      | 52,550.00     | *****             | 50,083.00     | *****              | 54,000.00     |
| 160   | REMOVAL OF EXISTING PAVEMENT MARKINGS                 | 146 SF          | 4.50                       | 657.00        | 16.90                                      | 2,467.40      | 16.00             | 2,336.00      | 16.50              | 2,409.00      |
| 161   | PAVEMENT MARKING - DURABLE HEAT APPLIED               | 133 SF          | 10.00                      | 1,330.00      | 11.60                                      | 1,542.80      | 11.00             | 1,463.00      | 11.70              | 1,556.10      |
| <i>Schedule Totals</i>                              |   |                 |                            | 1,163,215.00  |  | 1,052,236.68  |                   | 1,064,791.25  |                    | 1,192,223.60  |

| <i>Project Number:</i> <b>2019042</b>               |   | <i>Engineer's Estimate</i> |                   |               | William Winkler Company                    |               | National Native American Construction, Inc. |               |                   |               |
|---|---|----------------------------|-------------------|---------------|--|---------------|---|---------------|-------------------|---------------|
| <i>Item No</i>                                      | <i>Bid Item Description</i>                       | <i>Est. Qty</i>            | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i>                          | <i>Amount</i> | <i>Unit Price</i>                           | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> |
| <i>Schedule Description</i>                         |   |                            |                   |               | <i>Tax Classification</i>                  |               |   |               |                   |               |
| <i>Schedule 01</i> Street Improvements - ADDENDUM 1 |   |                            |                   |               | Sales tax shall be included in unit prices |               |   |               |                   |               |
| 101   | ADA FEATURES SURVEYING                            | 1 LS                       | *****             | 18,000.00     | *****                                      | 23,500.00     | *****                                       | 45,071.00     | *****             | 0.00          |
| 102   | REIMBURSEMENT FOR THIRD PARTY DAMAGE              | 1 EST                      | 1.00              | 1.00          | 1.00                                       | 1.00          | 1.00  | 1.00          | 0.00              | 0.00          |
| 103   | SPCC PLAN   | 1 LS                       | *****             | 1,000.00      | *****                                      | 538.50        | *****                                       | 750.00        | *****             | 0.00          |
| 104   | POTHOLING   | 1 EA                       | 700.00            | 700.00        | 436.00                                     | 436.00        | 904.00                                      | 904.00        | 0.00              | 0.00          |
| 105   | PUBLIC LIAISON REPRESENTATIVE                     | 1 LS                       | *****             | 15,000.00     | *****                                      | 11,950.00     | *****                                       | 40,863.00     | *****             | 0.00          |
| 106   | REFERENCE AND REESTABLISH SURVEY MONUMENT         | 20 EA                      | 700.00            | 14,000.00     | 540.00                                     | 10,800.00     | 601.00                                      | 12,020.00     | 0.00              | 0.00          |
| 107   | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS | 1 LS                       | *****             | 5,000.00      | *****                                      | 4,320.00      | *****                                       | 4,804.00      | *****             | 0.00          |
| 108   | MOBILIZATION                                      | 1 LS                       | *****             | 106,000.00    | *****                                      | 117,966.00    | *****                                       | 87,326.00     | *****             | 0.00          |
| 109   | PROJECT TEMPORARY TRAFFIC CONTROL                 | 1 LS                       | *****             | 80,000.00     | *****                                      | 105,855.00    | *****                                       | 100,000.00    | *****             | 0.00          |
| 110   | SEQUENTIAL ARROW SIGN                             | 2200 HR                    | 5.00              | 11,000.00     | 1.10                                       | 2,420.00      | 2.01  | 4,422.00      | 0.00              | 0.00          |
| 111   | CLEARING AND GRUBBING                             | 1 LS                       | *****             | 10,000.00     | *****                                      | 10,250.00     | *****                                       | 13,697.00     | *****             | 0.00          |
| 112   | TREE ROOT TREATMENT                               | 9 EA                       | 600.00            | 5,400.00      | 729.00                                     | 6,561.00      | 811.00                                      | 7,299.00      | 0.00              | 0.00          |
| 113   | TREE PROTECTION ZONE                              | 37 EA                      | 300.00            | 11,100.00     | 264.50                                     | 9,786.50      | 294.00                                      | 10,878.00     | 0.00              | 0.00          |
| 114   | VACANT  | 0                          | 0.00              | 0.00          | 0.00                                       | 0.00          | 0.00  | 0.00          | 0.00              | 0.00          |
| 115   | REMOVE TREE, CLASS II                             | 1 EA                       | 900.00            | 900.00        | 1,944.00                                   | 1,944.00      | 2,162.00                                    | 2,162.00      | 0.00              | 0.00          |
| 116   | TREE PRUNING                                      | 30 EA                      | 350.00            | 10,500.00     | 243.00                                     | 7,290.00      | 270.00                                      | 8,100.00      | 0.00              | 0.00          |
| 117   | REMOVAL OF STRUCTURE AND OBSTRUCTION              | 1 LS                       | *****             | 8,000.00      | *****                                      | 5,936.00      | *****                                       | 9,494.00      | *****             | 0.00          |
| 118   | REMOVE EXISTING CURB                              | 3884 LF                    | 8.50              | 33,014.00     | 8.75                                       | 33,985.00     | 4.00  | 15,536.00     | 0.00              | 0.00          |
| 119   | REMOVE EXISTING CURB AND GUTTER                   | 972 LF                     | 10.50             | 10,206.00     | 8.75                                       | 8,505.00      | 4.00  | 3,888.00      | 0.00              | 0.00          |

| <i>Project Number:</i> <b>2019042</b>               |   |                 | <i>Engineer's Estimate</i> |               | William Winkler Company                    |               | National Native American Construction, Inc. |               |                   |               |
|---|---|-----------------|----------------------------|---------------|--|---------------|---|---------------|-------------------|---------------|
| <i>Item No</i>                                      | <i>Bid Item Description</i>                                       | <i>Est. Qty</i> | <i>Unit Price</i>          | <i>Amount</i> | <i>Unit Price</i>                          | <i>Amount</i> | <i>Unit Price</i>                           | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> |
| <i>Schedule Description</i>                         |   |                 |                            |               | <i>Tax Classification</i>                  |               |   |               |                   |               |
| <i>Schedule 01</i> Street Improvements - ADDENDUM 1 |   |                 |                            |               | Sales tax shall be included in unit prices |               |   |               |                   |               |
| 120   | REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY                      | 2730 SY         | 16.00                      | 43,680.00     | 11.30                                      | 30,849.00     | 57.00                                       | 155,610.00    | 0.00              | 0.00          |
| 121   | REMOVE MANHOLE, CATCH BASIN, OR DRYWELL                           | 1 EA            | 500.00                     | 500.00        | 1,763.00                                   | 1,763.00      | 817.00                                      | 817.00        | 0.00              | 0.00          |
| 122   | REMOVE CURB/GRATE INLET   | 1 EA            | 400.00                     | 400.00        | 1,763.00                                   | 1,763.00      | 817.00                                      | 817.00        | 0.00              | 0.00          |
| 123   | SAWCUTTING CURB   | 372 EA          | 40.00                      | 14,880.00     | 31.50                                      | 11,718.00     | 24.00                                       | 8,928.00      | 0.00              | 0.00          |
| 124   | SAWCUTTING RIGID PAVEMENT   | 8830 LFI        | 1.00                       | 8,830.00      | 1.10                                       | 9,713.00      | 0.90  | 7,947.00      | 0.00              | 0.00          |
| 125   | SAWCUTTING FLEXIBLE PAVEMENT                                      | 4010 LFI        | 0.70                       | 2,807.00      | 0.40                                       | 1,604.00      | 0.30  | 1,203.00      | 0.00              | 0.00          |
| 126   | SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR                        | 22730 LFI       | 1.80                       | 40,914.00     | 0.45                                       | 10,228.50     | 0.30  | 6,819.00      | 0.00              | 0.00          |
| 127   | REMOVE UNSUITABLE FOUNDATION MATERIAL                             | 5 CY            | 25.00                      | 125.00        | 120.00                                     | 600.00        | 84.00                                       | 420.00        | 0.00              | 0.00          |
| 128   | REPLACE UNSUITABLE FOUNDATION MATERIAL                            | 5 CY            | 35.00                      | 175.00        | 120.00                                     | 600.00        | 109.00                                      | 545.00        | 0.00              | 0.00          |
| 129   | CONTROLLED DENSITY FILL   | 5 CY            | 150.00                     | 750.00        | 192.50                                     | 962.50        | 161.00                                      | 805.00        | 0.00              | 0.00          |
| 130   | CSTC FOR SIDEWALK AND DRIVEWAYS                                   | 190 CY          | 115.00                     | 21,850.00     | 128.00                                     | 24,320.00     | 47.00                                       | 8,930.00      | 0.00              | 0.00          |
| 131   | HMA FOR PAVEMENT REPAIR CL. 1/2 IN., MEDIUM TRAFFIC, 6 INCH THICK | 320 SY          | 60.00                      | 19,200.00     | 115.50                                     | 36,960.00     | 144.00                                      | 46,080.00     | 0.00              | 0.00          |
| 132   | HMA FOR TRANSITION CL. 1/2 IN. LIGHT TRAFFIC, 2 INCH THICK        | 20 SY           | 30.00                      | 600.00        | 209.00                                     | 4,180.00      | 144.00                                      | 2,880.00      | 0.00              | 0.00          |
| 133   | PAVEMENT REPAIR EXCAVATION INCL. HAUL                             | 320 SY          | 30.00                      | 9,600.00      | 9.35                                       | 2,992.00      | 38.00                                       | 12,160.00     | 0.00              | 0.00          |
| 134   | CEMENT CONCRETE CURB WALL   | 144 LF          | 75.00                      | 10,800.00     | 106.00                                     | 15,264.00     | 7.00  | 1,008.00      | 0.00              | 0.00          |
| 135   | GRATE INLET TYPE 3  | 2 EA            | 1,500.00                   | 3,000.00      | 1,726.00                                   | 3,452.00      | 2,729.00                                    | 5,458.00      | 0.00              | 0.00          |
| 136   | CATCH BASIN TYPE 1  | 1 EA            | 2,300.00                   | 2,300.00      | 2,377.00                                   | 2,377.00      | 4,482.00                                    | 4,482.00      | 0.00              | 0.00          |
| 137   | RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE                | 1 EA            | 500.00                     | 500.00        | 817.00                                     | 817.00        | 689.00                                      | 689.00        | 0.00              | 0.00          |

| <i>Project Number:</i> <b>2019042</b>               |   | <i>Engineer's Estimate</i> |                   |               | William Winkler Company                    |               | National Native American Construction, Inc. |               |                   |               |
|---|---|----------------------------|-------------------|---------------|--|---------------|---|---------------|-------------------|---------------|
| <i>Item No</i>                                      | <i>Bid Item Description</i>                                       | <i>Est. Qty</i>            | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i>                          | <i>Amount</i> | <i>Unit Price</i>                           | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> |
| <i>Schedule Description</i>                         |   |                            |                   |               | <i>Tax Classification</i>                  |               |   |               |                   |               |
| <i>Schedule 01</i> Street Improvements - ADDENDUM 1 |   |                            |                   |               | Sales tax shall be included in unit prices |               |   |               |                   |               |
| 138   | RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE | 1 EA                       | 500.00            | 500.00        | 817.00                                     | 817.00        | 715.00                                      | 715.00        | 0.00              | 0.00          |
| 139   | MH OR DW FRAME AND COVER (STANDARD)                               | 1 EA                       | 500.00            | 500.00        | 732.50                                     | 732.50        | 620.00                                      | 620.00        | 0.00              | 0.00          |
| 140   | MH OR DW FRAME AND COVER (LOCKABLE)                               | 1 EA                       | 500.00            | 500.00        | 793.50                                     | 793.50        | 672.00                                      | 672.00        | 0.00              | 0.00          |
| 141   | VALVE BOX AND COVER   | 1 EA                       | 400.00            | 400.00        | 590.50                                     | 590.50        | 690.00                                      | 690.00        | 0.00              | 0.00          |
| 142   | CLEANING EXISTING DRAINAGE STRUCTURE                              | 50 EA                      | 350.00            | 17,500.00     | 361.00                                     | 18,050.00     | 449.00                                      | 22,450.00     | 0.00              | 0.00          |
| 143   | TRENCH SAFETY SYSTEM  | 1 LS                       | *****             | 500.00        | *****                                      | 625.00        | *****                                       | 680.00        | *****             | 0.00          |
| 144   | CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.                    | 40 LF                      | 60.00             | 2,400.00      | 102.00                                     | 4,080.00      | 137.00                                      | 5,480.00      | 0.00              | 0.00          |
| 145   | CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW OR MH                  | 1 EA                       | 350.00            | 350.00        | 1,042.00                                   | 1,042.00      | 1,448.00                                    | 1,448.00      | 0.00              | 0.00          |
| 146   | CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE              | 1 EA                       | 350.00            | 350.00        | 1,046.00                                   | 1,046.00      | 1,448.00                                    | 1,448.00      | 0.00              | 0.00          |
| 147   | PLUGGING EXISTING PIPE  | 1 EA                       | 100.00            | 100.00        | 1,332.00                                   | 1,332.00      | 1,797.00                                    | 1,797.00      | 0.00              | 0.00          |
| 148   | ESC LEAD  | 1 LS                       | *****             | 1,200.00      | *****                                      | 675.00        | *****                                       | 3,363.00      | *****             | 0.00          |
| 149   | INLET PROTECTION  | 75 EA                      | 100.00            | 7,500.00      | 92.00                                      | 6,900.00      | 105.00                                      | 7,875.00      | 0.00              | 0.00          |
| 150   | TOPSOIL TYPE A, 2 INCH THICK                                      | 1218 SY                    | 10.00             | 12,180.00     | 4.80                                       | 5,846.40      | 5.00  | 6,090.00      | 0.00              | 0.00          |
| 151   | HYDROSEEDING  | 694 SY                     | 3.00              | 2,082.00      | 1.50                                       | 1,041.00      | 2.00  | 1,388.00      | 0.00              | 0.00          |
| 152   | SOD INSTALLATION  | 524 SY                     | 15.00             | 7,860.00      | 13.00                                      | 6,812.00      | 14.50                                       | 7,598.00      | 0.00              | 0.00          |
| 153   | REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES             | 1 LS                       | *****             | 15,000.00     | *****                                      | 16,200.00     | *****                                       | 18,017.00     | *****             | 0.00          |
| 154   | CEMENT CONCRETE CURB  | 2672 LF                    | 30.00             | 80,160.00     | 42.50                                      | 113,560.00    | 41.00                                       | 109,552.00    | 0.00              | 0.00          |
| 155   | CEMENT CONC. CURB AND GUTTER                                      | 4370 LF                    | 35.00             | 152,950.00    | 42.50                                      | 185,725.00    | 45.00                                       | 196,650.00    | 0.00              | 0.00          |

|   |  |                 |                            |               |  |               |   |               |                   |               |
|---|--|-----------------|----------------------------|---------------|--|---------------|---|---------------|-------------------|---------------|
| <i>Project Number:</i> <b>2019042</b>               |  |                 | <i>Engineer's Estimate</i> |               | William Winkler Company                    |               | National Native American Construction, Inc. |               |                   |               |
| <i>Item No</i>                                      | <i>Bid Item Description</i>                        | <i>Est. Qty</i> | <i>Unit Price</i>          | <i>Amount</i> | <i>Unit Price</i>                          | <i>Amount</i> | <i>Unit Price</i>                           | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> |
| <i>Schedule Description</i>                         |  |                 |                            |               | <i>Tax Classification</i>                  |               |   |               |                   |               |
| <i>Schedule 01</i> Street Improvements - ADDENDUM 1 |  |                 |                            |               | Sales tax shall be included in unit prices |               |   |               |                   |               |
| 156   | CEMENT CONCRETE DRIVEWAY                           | 15 SY           | 70.00                      | 1,050.00      | 98.40                                      | 1,476.00      | 156.00                                      | 2,340.00      | 0.00              | 0.00          |
| 157   | CEMENT CONC. SIDEWALK                              | 3550 SY         | 65.00                      | 230,750.00    | 79.00                                      | 280,450.00    | 78.00                                       | 276,900.00    | 0.00              | 0.00          |
| 158   | RAMP DETECTABLE WARNING                            | 1488 SF         | 28.00                      | 41,664.00     | 15.00                                      | 22,320.00     | 22.00                                       | 32,736.00     | 0.00              | 0.00          |
| 159   | SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS | 1 LS            | *****                      | 65,000.00     | *****                                      | 51,586.00     | *****                                       | 55,600.00     | *****             | 0.00          |
| 160   | REMOVAL OF EXISTING PAVEMENT MARKINGS              | 146 SF          | 4.50                       | 657.00        | 16.50                                      | 2,409.00      | 17.00                                       | 2,482.00      | 0.00              | 0.00          |
| 161   | PAVEMENT MARKING - DURABLE HEAT APPLIED            | 133 SF          | 10.00                      | 1,330.00      | 11.25                                      | 1,496.25      | 12.00                                       | 1,596.00      | 0.00              | 0.00          |
| <i>Schedule Totals</i>                              |  |                 |                            | 1,163,215.00  |  | 1,247,812.15  |   | 1,391,000.00  |                   | 0.00          |

|                        | SCHEDULE SUMMARY |         |         |         |         |         |         |         |              |
|------------------------|------------------|---------|---------|---------|---------|---------|---------|---------|--------------|
|                        | Sched 1          | Sched 2 | Sched 3 | Sched 4 | Sched 5 | Sched 6 | Sched 7 | Sched 8 | Total        |
| Engineer's Est         | 1,163,215.00     | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 1,163,215.00 |
| Cameron-Reilly LLC     | 1,052,236.68     | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 1,052,236.68 |
| LaRiviere Inc          | 1,064,791.25     | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 1,064,791.25 |
| Bacon Concrete Inc     | 1,192,223.60     | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 1,192,223.60 |
| William Winkler Compa  | 1,247,812.15     | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 1,247,812.15 |
| National Native Americ | 1,391,000.00     | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 1,391,000.00 |

Low Bid Contractor: Cameron-Reilly LLC

|             | Contractor's Bid | Engineer's Estimate | % Variance |                  |
|-------------|------------------|---------------------|------------|------------------|
| Schedule 01 | \$1,052,236.68   | \$1,163,215.00      | 9.54       | % Under Estimate |
| Bid Totals  | \$1,052,236.68   | \$1,163,215.00      | 9.54       | % Under Estimate |

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

04/20/2020

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 4/7/2020      |
| <u>Clerk's File #</u> | OPR 2020-0391 |
| <u>Renews #</u>       |               |

|                    |   |               |         |
|--------------------|---|---------------|---------|
| Submitting Dept    | ENGINEERING SERVICES                            | Cross Ref #   |         |
| Contact Name/Phone | MARK 625-6154                                   | Project #     | 2017105 |
| Contact E-Mail     | MSERBOUSEK@SPOKANECITY.ORG                      | Bid #         |         |
| Agenda Item Type   | Contract Item                                   | Requisition # |         |
| Agenda Item Name   | 0370 KPFF CONSTRUCTION ADMINISTRATION AGREEMENT |               |         |

Agenda Wording

Consultant Agreement for the Construction Administration for the Post Street Bridge Project.

Summary (Background)

KPFF will support the City-lead construction management team by providing preconstruction, construction administration, and construction closeout for a successful project. A 10% Administrative Reserve will set aside for this contract.

|                             |                    |  |
|-----------------------------|--------------------|--|
| <u>Fiscal Impact</u>        | Grant related? YES | <u>Budget Account</u>                      |
|                             | Public Works? YES  |  |
| Expense                     | \$ 1,210,000.00    | # 3200-95104-95300-56501-99999             |
| Select                      | \$                 | #  |
| Select                      | \$                 | #  |
| Select                      | \$                 | #  |
| <u>Approvals</u>            |                    | <u>Council Notifications</u>               |
| <u>Dept Head</u>            | TWOHIG, KYLE       | <u>Study Session\Other</u> Finance 4/20/20 |
| <u>Division Director</u>    | SIMMONS, SCOTT M.  | <u>Council Sponsor</u> Kinnear             |
| <u>Finance</u>              | DUFFEY, ANDREW     | Distribution List                          |
| <u>Legal</u>                | ODLE, MARI         | eraea@spokanecity.org                      |
| <u>For the Mayor</u>        | ORMSBY, MICHAEL    | publicworksaccounting@spokanecity.org      |
| <u>Additional Approvals</u> |                    | kgoodman@spokanecity.org                   |
| <u>Purchasing</u>           |                    | aduffey@spokanecity.org                    |
| <u>GRANTS &amp;</u>         | STOPHER, SALLY     | david.mcmullan@kpff.com                    |
|                             |                    | mark.browler@kpff.com                      |
|                             |                    |  |



# Briefing Paper

## Public Infrastructure, Environment and Sustainability

|   |  |
|---|--|
| <b>Division &amp; Department:</b>   | Public Works – Engineering Services  |
| <b>Subject:</b>   | Sole source Construction Administration Contract for Post Street Bridge  |
| <b>Date:</b>  | 1/6/2020   |
| <b>Contact (email &amp; phone):</b>   | Mark Serbousek x6154   |
| <b>City Council Sponsor:</b>  | Councilmember Kinnear  |
| <b>Executive Sponsor:</b>   | Scott Simmons  |
| <b>Committee(s) Impacted:</b>   | Public Safety & Community Health   |
| <b>Type of Agenda item:</b>   | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative  |
| <b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)  | This project is funded and approved in the City-Wide program.<br><br><i>“This project meets 50 goals in Chapter 4 of the Comprehensive Plan. Specifically in TR 1-8 and TR 10.”</i>                |
| <b>Strategic Initiative:</b>  | PIES - Repurposing of Public Property and Assets to Stimulate Private Investment – Leverage Riverfront Park Investments<br>Urban Experience – Develop and Formalize World Class River Trail System |
| <b>Deadline:</b>  | N/A  |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | Award of sole source contract – April 2020   |
| <b>Background/History:</b> The City of Spokane has been under contract with KPFF for the design of the Post Street Bridge Project for the last 1 ½ years to design the new Post Street Bridge. The design is coming to an end and the city is preparing to put the project out to bid for construction. Once this is done, the design contract with KPFF is complete and the city will move to constructing the bridge. During the construction process the city will need the assistance of a structural consulting firm to provide engineering expertise for construction issues, design clarifications and possible construction changes. The city could go out with an RFP process to obtain a consulting firm to complete this work, however the design firm of KPFF would be excluded due to the inherent competitive advantage of being the designer of record. This would not be in the best interest of our taxpaying customers. KPFF has an intimate knowledge of the design, with all the design calc's in their possession for any changes which maybe requested by the contractor. Any other consultant which would come on board, would have to spend a large amount of time to just get up to speed on the design and any possible requested changes, at an additional cost to our taxpayers and a slower responsiveness which may extend the construction duration. Therefore in the best interest of the project and the people who are paying for the project, the city should sole source the construction administration to KPFF consulting. The bridge construction is funded with State, Federal and Local utility dollars. |  |

Executive Summary:

Resolution for sole source agreement will be forwarded for council approval. Contract will subsequently be forwarded for council consideration following a vote on resolution.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source: Utility Rates, Federal Bridge Funds, and Sec. 129 (in City-Wide program and budget)

Other budget impacts: (revenue generating, match requirements, etc.) N/A

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required: N/A

Known challenges/barriers: N/A



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: CONSTRUCTION ADMINISTRATION  
FOR POST STREET BRIDGE PROJECT**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KPFF CONSULTING ENGINEERS, INC.**, whose address is 1601 Fifth Avenue, Suite 1600, Seattle, Washington 98101 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is for **CONSTRUCTION ADMINISTRATION FOR POST STREET BRIDGE PROJECT** and*

*WHEREAS, the Consultant was declared a sole source provider by City Council.*

*-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on April 1, 2020, and ends on December 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Consultant's Scope and Fee Proposal, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

#### 4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,100,000.00)**, including tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane Engineering Services Department 808 W. Spokane Falls Blvd., Second Floor, Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not

reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

## 7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

| Invoices shall be submitted to:   |
|---|
| CITY OF SPOKANE<br>Engineering Services Department<br>808 W. Spokane Falls Blvd., Second Floor<br>Spokane, WA 99201   |
| Invoices under this Contract shall clearly display the following information<br>(sub-consultants' invoices shall also include this information):  |
| <ul style="list-style-type: none"> <li>• Invoice Date and Invoice Number</li> <li>• Engineering Services Department</li> <li>• Project Coordinator: Mark M. Serbousek<br/>(Please do not put name in the address portion of the invoice)</li> <li>• Department Contract No. OPR # _____</li> <li>• Contract Title: <b>CONSTRUCTION ADMINISTRATION FOR POST STREET BRIDGE PROJECT</b></li> <li>• Period covered by the invoice</li> <li>• Employee's name and classification</li> <li>• Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked</li> <li>• Total labor costs per Project</li> <li>• Itemization of direct, non-salary costs (per Project, if so allocated)</li> </ul> |

- The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup):
  - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
  - Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

## **8. TAXES, FEES AND LICENSES.**

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## **9. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

## **10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

Deliver all official notices under this Agreement to:

| <b>If to the City:</b>  | <b>If to the Consultant:</b>  |
|---|---|
| CITY OF SPOKANE<br>Engineering Services Department<br>808 W. Spokane Falls Blvd., Second Floor<br>Spokane, WA 99201 | KPFF CONSULTING ENGINEERS, INC.<br>1601 Fifth Avenue, Suite 1600<br>Seattle, Washington 98101 |

## **11. SOCIAL EQUITY REQUIREMENTS.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that

all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

## **12. INDEMNIFICATION.**

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **13. INSURANCE.**

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.



D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **14. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

#### **15. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

#### **16. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **17. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **19. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **20. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or

will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

## **21. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **22. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **23. CONFIDENTIALITY.**

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public

records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested records.**

#### **24. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

#### **25. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout,

except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **26. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **27. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing

facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**KPFF CONSULTING ENGINEERS, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments:** Exhibit A – Certificate Regarding Debarment  
Exhibit B – Scope of Services

20-055

## EXHIBIT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) 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 contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

|  |                                     |
|--|-------------------------------------|
| <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr/> Program Title (Type or Print) |
| <hr/> Name of Certifying Official (Type or Print)                    | <hr/> Signature                     |
| <hr/> Title of Certifying Official (Type or Print)                   | <hr/> Date (Type or Print)          |



## **EXHIBIT B**



March 16, 2020

Kyle Twohig, Director of Engineering Services  
City of Spokane  
707 W. Spokane Falls Boulevard, 2<sup>nd</sup> Floor  
Spokane, WA 99201

Subject Post St. Bridge – Construction Support Services  
KPFF Scope and Fee Proposal

Dear Kyle:

Please find the attached scope and fee proposal to provide construction support services for the subject project. The scope of services provided by the KPFF team has been closely coordinated with the City to provide clear responsibilities. The KPFF team will support the City-lead construction management team by providing:

- Preconstruction Services – Assist with Bid Tab, Proposal Review and Pre-Construction Meeting
- Construction Administration – Assist with RFI's, Submittals, Change Orders
- Special Construction Observations – Observe key Structural, Sewer, and Geotechnical Elements
- Construction Closeout – Assist with Punchlist Walkthrough

We look forward to working alongside City forces towards a successful project. If you have any questions, please call me at (509) 385-0922.

Sincerely,

A handwritten signature in blue ink that reads 'Mark A. Brower'.

Mark Brower  
Project Manager

Cc: Mark Serbousek, PE – Bridge Engineer

**Exhibit A**  
**Scope of Work**  
**Post St. Bridge – Construction Support Services**

**INTRODUCTION**

The purpose of this contract is to provide structural and civil engineering, urban design, landscape architecture, geotechnical engineering and electrical engineering construction support services for the Post Street Bridge Replacement project.

**PROJECT BACKGROUND**

The project is located on the western edge of Riverfront Park in the City of Spokane.

Previous phases of the project included design and preparation of the plans, specifications and cost estimate (PS&E) and permitting documents necessary for demolition, bolstering of the bridge arches, construction of the new bridge superstructure, sanitary sewer replacement and live sewer diversion, utilities and stormwater improvements, and roadway approach and landscape improvements.

**PROJECT SCHEDULE**

The Post Street Bridge Replacement project is a standalone project with construction anticipated to begin in March, 2020 and be complete by Dec. 31, 2021.

This scope of work and fee estimate (**Exhibit B**) is based on a 21-month construction schedule, beginning in April, 2020.

**PROJECT TEAM**

The project design team members include:

|                                       |                           |
|---------------------------------------|---------------------------|
| Owner                                 | City of Spokane           |
| Prime Consultant                      | KPFF Consulting Engineers |
| Structural and Civil Engineering      | KPFF Consulting Engineers |
| Sanitary Sewer Engineering            | Murraysmith, Inc.         |
| Urban Design / Landscape Architecture | Bernardo Wills            |
| Electrical Engineering                | Trindera                  |
| Geotechnical Engineering              | GeoEngineers              |
| Surveying                             | KPFF Consulting Engineers |

**SCOPE OF WORK**

The Consultant scope of work includes the following tasks:

|          |                                     |
|----------|-------------------------------------|
| Task 1.0 | Project Management and Coordination |
| Task 2.0 | Preconstruction Services            |
| Task 3.0 | Construction Administration         |

Task 4.0 Construction Observation

Task 5.0 Construction Closeout

This agreement may be amended to include additional services deemed necessary (additional construction inspection/admin support, record drawings, as-constructed load rating, etc.) at the sole discretion of the City and subject to mutual agreement.

The scope of work does not include project control survey and staking, environmental compliance or other services not explicitly included herein.

The Consultant will provide the following services:

### **Task No. 1.0 – Project Management and Coordination**

The Consultant will provide project management and administration services for the various work elements described in this document.

#### **1.1 - Project Administration**

Consultant will provide services required to manage the contract, enter into professional agreements with subconsultants, prepare and process monthly invoicing, progress reporting and tracking of scope, schedule and budget.

Monthly invoicing will include progress reporting that demonstrates work accomplished during the invoice period, anticipated work in the next invoice period, and percent complete for each task.

#### **1.2 – Project Communication and Coordination**

Consultant will partner and coordinate with the City to accomplish the project. Coordination will include voice and written correspondence with the City.

Consultant will facilitate project coordination meetings with the City and also with project team on an as-needed basis. No formal regular meetings are anticipated as part of this task.

#### **Task 1.0 Deliverables**

- Monthly Progress Report and Invoice (.pdf electronic format)

#### **Task 1.0 Assumptions**

- 21-month project duration – through December, 2021.

### **Task No. 2.0 – Preconstruction Services**

The Consultant will assist the City with preconstruction services to support the contract award and execution efforts.

#### **2.1 – Bid Tabulation Review**

At the request of the City, the Consultant will review bid tabulations (prepared by City) to identify any anomalies in project pricing that may require follow-up with bidders.

## 2.2 – Technical Review of Contractor Proposals

Consultant will review the contractor proposals from a technical perspective, at the request of the City. Technical review will include review of bids with anomalies that may require coordination with bidder(s) to understand their technical approach as it may differ substantially from the design intent.

## 2.3 – Pre-Construction Meeting

Consultant will support the City-led pre-construction meeting by:

- Reviewing pre-construction meeting agenda
- Reviewing Contractor-furnished pre-construction submittals. This technical review will include review of the contractor's CPM schedule, SPCC Plan, TESC/SWPPP and other bridge or sanitary sewer-related submittals that may be furnished at this time.
- Attending pre-construction meeting.

### **Task 2.0 Assumptions:**

- City is the lead construction manager and direct point of contact for the Contractor.
- City will lead the bid opening, prepare bid tabulations, validate state and federal funding requirements, coordinate UDBE COA and subcontractors list, and determine bid responsiveness.
- City will submit award letter to Contractor.
- Up to three (3) members of the consultant team will attend the pre-construction meeting.

### **Task 2.0 Deliverables**

- Bid Tabulation Review Memo
- Record of conversation(s) with Contractor(s)
- Pre-construction submittal reviews

## **Task No. 3 – Construction Administration**

The Consultant will support the City's construction management team by providing technically-focused construction administration services as described herein.

### **3.1 Requests for Information (RFI's)**

The City will receive, submit, log and distribute RFI's to the Consultant for technical review. The Consultant will provide written responses back to the City for coordination with the Contractor.

For budgeting purposes, RFI's are estimated as follows:

| Discipline | Estimated # RFIs | Discipline     | Estimated # RFIs |
|------------|------------------|----------------|------------------|
| Civil      | 20               | Structural     | 150              |
| Electrical | 6                | Sanitary Sewer | 5                |
| Landscape  | 4                | Geotechnical   | 6                |

### 3.2a Technical Submittal Reviews – Major Submittals

The City will develop an overall submittal list and Record of Materials (ROM) for the project.

The City will receive, submit, log and distribute submittals to the Consultant for technical review.

Major submittals include responses to performance specifications, contractor-prepared designs and contractor-prepared plans (means & methods) that require Engineer approval.

For budgeting purposes, Submittals are estimated as follows:

| Discipline | Major Submittals                                     | Notes   |
|------------|--|---|
| Civil      | 7-05 – Detention Vault                               | Precast Vault, detailed floor grading   |
| Civil      | 7-06 Stormwater Pump System                          | All Components  |
| Structural | Access/Protection Platform                           | Type 2E   |
| Structural | Arch Bracing   | Shop Drawings   |
| Structural | Superstructure Demolition                            | Type 2E   |
| Structural | Survey of Arch Elevations                            | Type 2E   |
| Structural | Superstructure Construction                          | Type 2E   |
| Structural | Crane Mat / Cribbing                                 |   |
| Structural | Strut and Strut Bolster Demo/Const. Sequence         | Type 2E   |
| Structural | Abutment Shoring                                     | Type 2E   |
| Structural | Column Stability (Column shoring, crossbeam shoring) | Type 2E   |
| Structural | 2-100 Building Vibration and Monitoring              | Preconstruction Inspection, Monitoring Program, Reporting, Post Construction Inspection, Damage Repair Plan |
| Structural | Structural Earth Wall                                | Type 2E   |
| Structural | Concrete Arch Repair Procedure                       | Type 2E   |

| Discipline     | Major Submittals  | Notes   |
|----------------|---|---|
| Structural     | 6-100 Fall Protection System                                    | Type 2E   |
| Structural     | Deck Pour Sequence  |   |
| Structural     | Temporary Shoring for Existing Sewer                            | Type 2E   |
| Sanitary Sewer | 7-17.2, Sanitary Sewer Pipe                                     | Review and coordination regarding potential changes to pipe lengths defined in 60" DI Pipe Schedule.                                |
| Sanitary Sewer | 7-110.2, Prefabricated Channel Structure, including Connections | Review and coordination on potential alternates. Review of dimensioned vault layout.  |
| Sanitary Sewer | 7-110.2, Cast-in-Place Diversion Vaults                         | Review and coordination on potential alternates and modifications required for changing field conditions.                           |
| Sanitary Sewer | 7-110.3, Live Sewer Diversion Sequencing Plan                   | Review and coordination of plan elements meeting requirements defined in the specifications and sequencing defined on the drawings. |

The Consultant will provide technical reviews and will coordinate with the City and Contractor and then provide written responses back to the City for communication to the Contractor.

### 3.2b Technical Submittal Reviews – Routine Submittals

The City will develop an overall submittal list and Record of Materials (ROM) for the project.

The City will receive, submit, log and distribute submittals to the Consultant for technical review.

Routine submittals include other materials and methods-related submittals that require Consultant technical review. It is assumed that the City will review ROM-related submittals except as estimated herein.

For budgeting purposes, Submittals are estimated as follows:

| Discipline | Estimated # Submittals | Discipline     | Estimated # Submittals |
|------------|------------------------|----------------|------------------------|
| Civil      | 58                     | Structural     | 128                    |
| Electrical | 12                     | Sanitary Sewer | 4                      |
| Landscape  | 4                      | Geotechnical   | 6                      |

The Consultant will provide technical reviews and will coordinate with the City and Contractor and then provide written responses back to the City for communication to the Contractor.

### 3.3 Change Orders

The City will receive, submit, log and distribute Change Orders to the Consultant for technical review.

For budgeting purposes, Change Orders are estimated as follows:

| Discipline | Estimated # COs | Discipline     | Estimated # COs |
|------------|-----------------|----------------|-----------------|
| Civil      | 10              | Structural     | 3               |
| Electrical | 1               | Sanitary Sewer | 2               |
| Landscape  | 0               | Geotechnical   | 0               |

The Consultant will provide technical reviews and independent cost estimates as required and will provide written responses back to the City for coordination with the Contractor.

### 3.4 Construction Meetings

It is anticipated that there will be weekly construction meetings throughout the 21-month project duration. It is assumed that Consultant participation in the construction meetings will be required on average once per month, for attendance at 21 meetings.

Average of one and one half (1.5) consultant team representatives are assumed required to attend the meetings.

#### **Task 3.0 Assumptions**

- City is the lead construction manager and direct point of contact for the Contractor.
- It is anticipated that detailed performance specifications may require multiple iterations with the Contractor to get to acceptance.
- City will lead weekly construction meetings, including preparation of agendas and notes.
- City will collect, document and report Contractor's EEO, Training, DBE, UDBE and other state and federal funding requirements.
- City will lead monitoring of working days, IDRs, wage rates, payroll estimates and certifications, source documents, tickets, weighing, field note records, traffic control, SWPPP and TESC.
- City will manage material submittals, ROM, and field reviews of onsite materials.
- City will coordinate with WSDOT H&LP for pre-cast fabrication inspections
- Consultant team may not authorize changes during construction that will have an increase in contract cost. The City's field engineer must direct the work with appropriate authority from the City.

#### **Task 3.0 Deliverables**

- Technical responses to RFI's, Submittals, and Change Orders
- Attendance at up to 22 construction meetings (average of two Consultant team members/meeting)

### **Task No. 4 – Construction Observation**



The Consultant will support the City's construction management team by providing technically-focused construction administration services and limited special construction observation services as described herein.

#### 4.1 Special Construction Observations – Structural

The City of Spokane is the lead construction manager and providing full-time construction observation. The Consultant will support the City by providing on-site construction observations to observe specific bridge construction-related activities, including:

| Activity  | Estimated Duration (days) | No. Consultant Staff On-Site | Assumptions/Notes  |
|---|---------------------------|------------------------------|--|
| Inspection of Arches to Identify Repair Locations                   | 6                         | 2                            | 2 days per arch  |
| Observation of Arch and Strut Repair                                | 5                         | 2                            | Observe prep work of repairs (sawcutting, rebar cleaning, depth of repair, repair limits, patching back, special conditions) |
| Arch Foundation Scour Maintenance Anchor Rod and Rebar Verification | 2                         | 1                            |  |
| Railing Mockup  | 1                         | 1                            |  |
| Summary of Building Repair Locations                                | 1                         | 1                            | Review Contractor Post-construction inspection and repair locations  |
| Grout Mockup for Column-Connection                                  | 2                         | 2                            |  |

The Consultant will provide written field notes to document observations.

#### 4.2 Special Construction Observations – Sanitary Sewer

The City of Spokane is the lead construction manager and providing full-time construction observation. The Consultant will support the City by providing on-site construction observations to observe specific sanitary sewer construction-related activities, including:

| Activity  | Estimated Duration (days) | No. Consultant Staff On-Site | Assumptions/Notes  |
|---|---------------------------|------------------------------|--|
| Existing sewer Joint location and thickness at diversion vaults | 1                         | 1                            | To observe Contractor field measurements.                            |
| DI pipe manufacturer factory visit                              | 2                         | 1                            | Visit manufacturer's facility with City and Contractor, assuming two |

| Activity                               | Estimated Duration (days) | No. Consultant Staff On-Site | Assumptions/Notes  |
|--|---------------------------|------------------------------|--|
|  |                           |                              | including travel.  |
| DI sewer pipe installation observation | 5                         | 1                            | To observe that the pipe is installed per the DI pipe schedule. Assumed 20 days (4 weeks) of pipe installation and being onsite up to 8 hours per week and 1 day for witnessing the exfiltration test. |
| Vault dimension                        | 1                         | 1                            | To observe contractor field measurements.  |
| Live Sewer Diversion                   | 5                         | 2                            | To review contractor preparation, staging, and field planning for Live Sewer Diversion.  |

The Consultant will provide written field notes to document observations.

#### 4.3 Special Construction Observations – Geotechnical

The City of Spokane is the lead construction manager, providing full-time construction observation, inspection and testing. The Consultant will support the City by providing on-site construction observations as required for evaluation of soil and rock conditions at foundation grade or working subgrades, including:

| Activity  | Estimated Duration (days) | No. Consultant Staff On-Site | Assumptions/Notes  |
|---|---------------------------|------------------------------|--|
| Grade/Subgrade for foundations, walls, utilities, pavements | TBD                       | TBD                          | Upon request of City/KPFF. Lab testing as needed. Assume 6 site visits will be conducted at 2 hrs per visit.   |
| Soil Samples for Environmental Testing                      | TBD                       | TBD                          | Upon request of City/KPFF. Lab testing as needed. Assume six site visits to collect soil samples and submit to an analytical laboratory at 2 hrs per visit. Assume 6 soil samples from stockpiles will be tested for PAHs and metals for characterization prior to off-site disposal. Samples will be tested on an expedited 48-hour turn-around-time. |

The Consultant will provide written field notes to document observations.

#### **4.4 Special Construction Observations – Other**

In order to support unforeseen observation needs, it is assumed that an additional six (6) single-day site visits may be required throughout the construction duration. It is assumed that on average up to one (1) Consultant team member will be required for these visits.

The Consultant will provide written field notes to document observations.

#### **Task 4.0 Assumptions**

- City is the lead construction manager and direct point of contact for the Contractor.
- It is anticipated that detailed performance specifications may require multiple iterations with the Contractor to get to acceptance.
- Consultant team may not authorize changes during construction that will have an increase in contract cost. The City's field engineer must direct the work with appropriate authority from the City.
- Single-day construction observations will not require lodging in Spokane
- Based on previous explorations and for budgeting purposes, it is assumed that soil samples will be analyzed for polycyclic aromatic hydrocarbons (PAHs) and metals (specifically lead, arsenic and cadmium).

#### **Task 4.0 Deliverables**

- Special construction observations and field notes

#### **Task No. 5 – Construction Closeout**

The Consultant will support the City-lead construction closeout activities as follows.

##### **5.1 – Punchlist Walkthrough**

The Consultant will attend the punchlist walk-through meeting with the City. It is assumed that the Consultant team members will include the project manager, bridge engineer, civil engineer and sanitary sewer engineer.

The Consultant team will advise on items that are required to be complete prior to physical completion and will provide written notes of our observations.

The City is responsible for all other logistics and efforts associated with the meeting.

#### **Task 5.0 Deliverables**

- Attendance of punchlist walkthrough (up to four (4) consultant team members)
- Punchlist walkthrough notes

#### **Task 5.0 Assumptions**

- City is the lead construction manager and direct point of contact for the Contractor.
- City will schedule and lead the punchlist walkthrough
- City will invite WSDOT H&LP for final Inspection
- City will determine substantial and physical completion

- City will finalize all records with the contractor, including state and federal closeout requirements.
- City will coordinate and accomplish closeout with WSDOT H&LP.

### **Task No. 6 – Scope Change Contingency**

The purpose of this task is to accomplish unforeseen professional services during construction. The Consultant will not charge to this task without written authorization from the City of Spokane. This task has been budgeted with a not-to-exceed amount of **\$50,000**.

**Post Street Bridge Replacement**  
**Roles and Responsibilities during Construction**  
*(for reference only, based on Conversation with M. Serbousek on 2/3/20)*

**Award and Execution**

| <b>City of Spokane</b>   | <b>KPFF</b>  | <b>Assumptions</b>  |
|--|--|---|
| <ul style="list-style-type: none"> <li>• Lead Bid Opening.</li> <li>• Prepare and Review Bid Tabs and submit (with UDBE utilization Certs) to WSDOT H&amp;LP for concurrence.</li> <li>• Collect and review submitted Contractor Proposals for responsiveness per City requirements and to verify that all procedures required for federal funds are followed</li> <li>• Coordinate DBE Condition of Award and list of submitting subcontractors.</li> <li>• Submit award letters to Contractor</li> </ul> | <ul style="list-style-type: none"> <li>• Assist with review of Contractors proposals from a technical perspective</li> <li>• Assist with review of bid tabs</li> </ul> | City-lead process with KPFF involvement at City's request |

**EEO, DBE, Training and Reporting:**

| <b>City of Spokane</b>   | <b>KPFF</b>   | <b>Assumptions</b>                                       |
|--|---|--|
| <ul style="list-style-type: none"> <li>• Monthly EEO Reporting</li> <li>• Annual EEO Report</li> <li>• Quarterly DBE Reports</li> <li>• DBE On-site Reviews</li> <li>• Training Reporting</li> </ul> | <ul style="list-style-type: none"> <li>• N/A</li> </ul> | City administered process. No KPFF involvement required. |

**Preconstruction:**

| <b>City of Spokane</b>  | <b>KPFF</b>  | <b>Assumptions</b>  |
|---|--|---|
| <ul style="list-style-type: none"><li>• Lead pre-construction meeting, send notes to H&amp;LP</li><li>• Invite WSDOT &amp; Avista to pre-construction meeting</li><li>• Review Pre-con submittals:<ul style="list-style-type: none"><li>– Request to sublet work</li><li>– Statement of Intent to pay prevailing wages</li><li>– Subs Certs for federal projects</li><li>– Contract Progress schedule</li><li>– SPCC Plan</li><li>– Temporary Water Pollution/Erosion Control</li></ul></li></ul> | <ul style="list-style-type: none"><li>• Attend pre-construction meeting</li><li>• Assist review of pre-con submittals:<ul style="list-style-type: none"><li>– Contract Progress schedule</li><li>– SPCC Plan</li><li>– Temporary Water Pollution/Erosion Control</li></ul></li></ul> | <p>City is lead CM and direct point of contact for Contractor.</p> <p>KPFF will assist the City with reviews of technical portions of pre-con submittals.</p> |

**Construction:**

| <b>City of Spokane</b>  | <b>KPFF</b>  | <b>Assumptions</b>  |
|---|--|---|
| <ul style="list-style-type: none"><li>• Full time Inspector</li><li>• Coordinate with WSDOT H&amp;LP for Fabrication Inspection</li><li>• Manage Materials Testing (Special Inspections &amp; Testing)</li><li>• Lead Monitoring of:<ul style="list-style-type: none"><li>– working days</li><li>– IDRs</li><li>– Checking Wage Rates</li><li>– Payroll Estimates</li><li>– Source Documents</li><li>– Tickets</li><li>– Weighing</li><li>– Field Note Records</li><li>– Records of signing and accidents</li><li>– Traffic control diary &amp; logs</li></ul></li><li>• Lead Review of Certified Payroll</li><li>• Lead Review, logging and Processing Change Orders, force accounts (in field and in office)</li><li>• Lead Review, logging of RFIs, Proposed Changes, CRIPS</li><li>• Lead weekly meetings</li><li>• Material Submittal Management and Tracking (manage the ROM)</li><li>• Material Approval – QPL</li><li>• Material Approval – Aggregates</li><li>• Receive, log and distribute submittals for review.</li></ul> | <ul style="list-style-type: none"><li>• Attend Weekly Meetings, as requested</li><li>• KPFF to assist with review of change orders</li><li>• Special Site Observations</li><li>• Technical Review of RFIs, Proposed Changes</li><li>• Technical Review of Submittals</li></ul> | <p>City is lead CM and direct point of contact for Contractor.</p> <p>KPFF will support with site observations as identified in the scope of work.</p> <p>KPFF will provide technical review of submittals, RFIs and Changes.</p> |

**Construction Closeout:**

| <b>City of Spokane</b>  | <b>KPFF</b>  | <b>Assumptions</b>  |
|---|--|---|
| <ul style="list-style-type: none"><li>• Schedule and Lead Punchlist Walkthrough</li><li>• Invite WSDOT to site for Final Inspection</li><li>• Determine Substantial and Physical Completion</li><li>• Provide to Contractor list of outstanding submittals</li><li>• Affidavit of Wages Paid</li><li>• Final Contract Voucher Certificate</li><li>• Final reports for UDBE, Certified Payroll, Material Acceptance Docs.</li><li>• Materials Certification</li><li>• Prepare final records</li><li>• Collect redline record drawings from contractor</li><li>• Send final documents to WSDOT<ul style="list-style-type: none"><li>– Completion Letter</li><li>– Final Billing</li></ul></li></ul> | <ul style="list-style-type: none"><li>• Attend Punchlist Walkthrough</li></ul> | <p>City is lead CM and direct point of contact for Contractor.</p> <p>KPFF will assist the city with punchlist walkthrough</p> <p>KPFF involvement in developing final record drawings is not anticipated at this time, but may be requested via written addendum</p> |



**Fee Proposal**  
**Post St. Bridge - Construction Support Services**

**KPFF Consulting Engineers**

3/15/2020

|   | Description  | KPFF<br>(Civil) | KPFF<br>(Structural) | Bernardo Wills<br>Architects | GeoEngineers | Murraysmith | Trindera | Total Cost   |
|---|--|-----------------|----------------------|------------------------------|--------------|-------------|----------|--------------|
| <b>Task 1</b>                             | <b>Project Management and Coordination</b>         | \$ 10,920       | \$ 102,865           | \$ 3,043                     | \$ -         | \$ 8,508    | \$ -     | \$ 125,336   |
| 1.1                                       | Project Administration                             | \$ 3,120        | \$ 32,905            | \$ -                         | \$ -         | \$ 2,174    | \$ -     | \$ 38,199    |
| 1.2                                       | Project Communication and Coordination             | \$ 7,800        | \$ 69,960            | \$ 3,043                     | \$ -         | \$ 6,333    | \$ -     | \$ 87,137    |
| <b>Task 2</b>                             | <b>Preconstruction Services</b>                    | \$ 4,330        | \$ 25,470            | \$ -                         | \$ -         | \$ 4,799    | \$ -     | \$ 34,599    |
| 2.1                                       | Bid Tabulation Review                              | \$ 2,430        | \$ 6,390             | \$ -                         | \$ -         | \$ 4,799    | \$ -     | \$ 13,619    |
| 2.2                                       | Technical Review of Contractor Proposals           | \$ -            | \$ 9,180             | \$ -                         | \$ -         | \$ -        | \$ -     | \$ 9,180     |
| 2.3                                       | Pre-Construction Meeting                           | \$ 1,900        | \$ 9,900             | \$ -                         | \$ -         | \$ -        | \$ -     | \$ 11,800    |
| <b>Task 3</b>                             | <b>Construction Administration</b>                 | \$ 155,710      | \$ 530,480           | \$ 6,953                     | \$ 4,363     | \$ 32,823   | \$ 3,900 | \$ 734,228   |
| 3.1                                       | Requests for Information (RFI's)                   | \$ 42,080       | \$ 128,220           | \$ 3,217                     | \$ 1,416     | \$ 4,092    | \$ 900   | \$ 179,925   |
| 3.2a                                      | Technical Submittal Reviews - Major Submittals     | \$ 21,030       | \$ 167,520           | \$ -                         | \$ -         | \$ 12,899   | \$ -     | \$ 201,449   |
| 3.2b                                      | Technical Submittal Reviews - Other Submittals     | \$ 34,440       | \$ 169,740           | \$ 3,217                     | \$ 1,416     | \$ 2,157    | \$ 2,000 | \$ 212,970   |
| 3.3                                       | Change Orders                                      | \$ 48,800       | \$ 41,480            | \$ -                         | \$ -         | \$ 8,911    | \$ 500   | \$ 99,691    |
| 3.4                                       | Construction Meetings                              | \$ 9,360        | \$ 23,520            | \$ 518                       | \$ 1,531     | \$ 4,764    | \$ 500   | \$ 40,194    |
| <b>Task 4</b>                             | <b>Construction Observation</b>                    | \$ 3,120        | \$ 81,900            | \$ 2,074                     | \$ 3,947     | \$ 28,462   | \$ 500   | \$ 120,003   |
| 4.1                                       | Special Construction Observations - Structural     | \$ -            | \$ 81,900            | \$ -                         | \$ -         | \$ -        | \$ -     | \$ 81,900    |
| 4.2                                       | Special Construction Observations - Sanitary Sewer | \$ -            | \$ -                 | \$ -                         | \$ -         | \$ 28,462   | \$ -     | \$ 28,462    |
| 4.3                                       | Special Construction Observations - Geotechnical   | \$ -            | \$ -                 | \$ -                         | \$ 3,947     | \$ -        | \$ -     | \$ 3,947     |
| 4.4                                       | Special Construction Observations - Other          | \$ 3,120        | \$ -                 | \$ 2,074                     | \$ -         | \$ -        | \$ 500   | \$ 5,694     |
| <b>Task 5</b>                             | <b>Construction Closeout</b>                       | \$ -            | \$ 3,750             | \$ -                         | \$ -         | \$ 4,524    | \$ -     | \$ 8,274     |
| 5.1                                       | Punchlist Walkthrough                              | \$ -            | \$ 3,750             | \$ -                         | \$ -         | \$ 4,524    | \$ -     | \$ 8,274     |
| <b>Task 6</b>                             | <b>Scope Change Contingency</b>                    | \$ 10,000       | \$ 35,000            | \$ -                         | \$ -         | \$ 5,000    | \$ -     | \$ 50,000    |
| <b>Total Labor Cost by Firm</b>           |  | \$ 184,080      | \$ 779,465           | \$ 12,070                    | \$ 8,310     | \$ 84,116   | \$ 4,400 | \$ 1,072,441 |
| <b>Reimbursable Costs by Firm</b>         |  | \$ 4,912        | \$ 16,708            | \$ -                         | \$ 3,680     | \$ 1,612    | \$ -     | \$ 26,912    |
| <b>Prorated Salary Escalation by Firm</b> |  | \$ -            | \$ -                 | \$ -                         | \$ -         | \$ -        | \$ -     | \$ -         |
| <b>Total Project Cost</b>                 |  | \$ 188,992      | \$ 796,173           | \$ 12,070                    | \$ 11,990    | \$ 85,728   | \$ 4,400 | \$ 1,099,353 |