

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. City Council will be moving all legislative agenda items to their regularly scheduled 3:30 p.m. Briefing / Administrative Sessions.

**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 27, 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.

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 with Specialty Asphalt (Cheney, WA) for 144,000 pounds of hot-pour rubberized crack sealant to be used on arterials and residential streets—not to exceed \$125,000. (Cost is \$0.834 per pound on State Contract #012111.)
Clint Harris | Approve | OPR 2020-0414 |
| 2. Contract with United States Electric Corp. (Olympia, WA) for high voltage electrical technical and maintenance support services at the Waste to Energy Facility from May 1, 2020 through April 30, 2021—not to exceed \$90,000.
Chris Averyt | Approve | OPR 2020-0418
PW ITB 5230-20 |
| 3. Low Bid Award of LaRiviere, Inc. (Rathdrum, ID) for Kempe to Woodridge Transmission Main—\$237,327.95 (plus tax). An Administrative Reserve of \$23,732.80 (plus tax), which is 10% of the contract, will be set aside.
Dan Buller | Approve | OPR 2020-0419
ENG 2015055 |

4. Interlocal Agreement with the City of Airway Heights and the West Plains Airport Area Public Development Authority to develop transportation improvements along the 6th, 10th, and 12th corridor from Craig Road in the City of Airway Heights to Campus Road in the City of Spokane—not to exceed \$60,000.
Katherine Miller Approve OPR 2020-0420
5. Subrecipient Agreement Amendments, to expand access to coordinated entry, housing navigation services, and diversion from the homeless crisis response, with:
- a. Catholic Charities of Eastern Washington (Spokane, WA)—\$141,251. OPR 2019-0706
 - b. Spokane Neighborhood Action Partners (Spokane, WA)—\$175,946. OPR 2019-0787
- Matt Davis**
6. Report of the Mayor of pending:
- 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 \$_____. Approve & Authorize Payments CPR 2020-0002
 - b. Payroll claims of previously approved obligations through _____, 2020: \$_____. CPR 2020-0003
7. City Council Meeting Minutes: _____, 2020. Approve All CPR 2020-0013
- See Resolution 2020-0025 - The following item is included under RES 2020-0025:**
8. ~~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.(Deferred from April 20, 2020, Agenda)~~ Approve ~~OPR 2020-0391~~
ENG 2017105

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during or following Administrative Session or during the Legislative Session)

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

NOTE: The regularly scheduled 6:00 p.m. Legislative Session of the Spokane City Council on April 27, 2020, is canceled. City Council will consider legislative agenda items during their regularly scheduled 3:30 p.m. Administrative Session.

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

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM – WILL NOT BE HELD

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2020-0023
OPR 2020-0416 Declaring McCoy Power Consultants (MPC) a sole source consultant and thus authorizing the Waste To Energy Facility (WTEF) to directly enter into contract with MPC in lieu of public bidding for maintaining annual compliance with the NERC/FERC Reliability Standards for a period of five years, from July 1, 2020, through June 30, 2025—not to exceed \$95,000 per year (incl. tax). (Council Sponsor: Council President Beggs)
Chris Averyt
- RES 2020-0024
OPR 2020-0417 Declaring Dresser Rand Company (Seattle, WA) a sole source provider and authorizing the City to enter into a value blanket order for the maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823, for a five-year period, from March 1, 2020, through February 28, 2025—approximately \$100,000 annually without public bidding. (Council Sponsor: Council President Beggs)
Chris Averyt
- RES 2020-0025
OPR 2020-0391
ENG 2017105 Declaring KPFF Engineering a sole source provider and authorizing contract for the expenditure of approximately \$1,210,000 for construction administration of the Post Street Bridge Project without public bidding. (Council Sponsor: Council Member Kinnear)
Mark Serbeousek

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for April 27, 2020
(per Council Rule 2.1.2)**

ADJOURNMENT

The April 27, 2020, Regular Legislative Session of the City Council is adjourned to May 4, 2020.

NOTES

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

04/27/2020

Date Rec'd

4/16/2020

Clerk's File #

OPR 2020-0414

Renews #**Submitting Dept**

STREETS

Cross Ref #**Contact Name/Phone**

CLINT HARRIS X7744

Project #**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

VB

Agenda Item Name

1100 SA PREMIER HOT-POUR RUBBERIZED CRACK SEALANT

Agenda Wording

SA Premier hot-pour is a rubberized crack sealant used on both arterial and residential streets on an approximate five-year cycle. We plan to use 144,000 lbs this year. The cost is \$0.834 per pound on State Contract #01211, not to exceed \$125,000.

Summary (Background)

The Street Dept started a crack seal maintenance program in 2003 on arterial streets. The residential crack seal program started in 2012 as part of the TBD funding. Crack sealing increases the life of pavement by reducing moisture that infiltrates subgrade, and reduces impact of freeze/thaw cycles during winter months. We plan to crack seal approx 500,000 LF in 2020. Seeking one year blanket order using State Contract #01211. The funding is included in 2020 Street Operations & Maintenance Budget

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 125,000.00

1100-21700-42300-53210-99999

Select

\$

#

Select

\$

#

Select

\$

#

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

HARRIS, CLINT E.

Study Session\Other**Division Director**

SIMMONS, SCOTT M.

Council Sponsor**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

ceharris; jlarent; rhoweron; ssimmons;

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

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: 4/9/20

Type of expenditure: Goods ☒ Services ☐

Department: Street Department

Approving Supervisor: Clint Harris

Amount of Proposed Expenditure: \$125,000

Funding Source: Arterial Street Budget and CTAB Residential Stre

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

Why is this expenditure necessary now?

Create a value Blanket for the purchase of crack sealant for summer road maintenance.

What are the impacts if expenses are deferred?

Not able to complete road maintenance

What alternative resources have been considered?

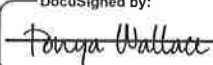
None

Description of the goods or service and any additional information?

SA Premier hot-pour rubberized crack sealant used to crack seal streets. Sealant cost is \$.0834 per pound on state contract # 01211. Department plans to use 144,000 lbs on arterial and residential streets this year.

Person Submitting Form/Contact: Clint Harris

FINANCE SIGNATURE:

DocuSigned by:

 CBC812B631244E9

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

 9C36E3376992442

Briefing Paper (PIES)

Division & Department:	Street
Subject:	SA Premier hot-pour rubberized sealant from Specialty Asphalt
Date:	4/27/2020
Contact (email & phone):	rhowerton@spokanecity.org / 625-7741
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: SA Premier hot-pour rubberized crack sealant is used to crack seal streets on an approximate five-year cycle. We plan to use about 144,000 lbs. on both the arterial and residential streets this year. The SA Premier Rubberized Crack Sealant cost is \$0.834 per pound and is on State Contract #01211, not to exceed \$125,000.	
Executive Summary: Impact <ul style="list-style-type: none"> The Street Department started a maintenance crack seal program in 2003 on arterial streets. The residential crack seal program started in 2012 as part of the Transportation Benefit District (TBD) funding. Crack sealing the life of pavement by reducing the amount of moisture that infiltrates the subgrade, which reduces the impacts of the freeze/thaw cycles during winter months. We plan to crack seal approximately 500,000 linear feet in 2020. Action <ul style="list-style-type: none"> Approval of a one-year blanket order for SA Premier using State Contract #01211, on an “as needed” basis. Funding <ul style="list-style-type: none"> Funding for this is included in the 2020 Street Operation and Maintenance Budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

04/27/2020

Date Rec'd

4/15/2020

Clerk's File #

OPR 2020-0418

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

CHRIS AVERYT 625-6540

Project #**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

Bid #

PW ITB 5230-20

Agenda Item Type

Contract Item

Requisition #

RE 19438

Agenda Item Name

4490 ELECTRICAL TECHNICAL AND MAINTENANCE SUPPORT AT THE WTE

Agenda Wording

Contract with United States Electric Corp. for high voltage electrical technical and maintenance support services at the WTE from May 1, 2020 through April 30, 2021 for a total cost not to exceed \$90,000.00 including tax.

Summary (Background)

The Waste to Energy Facility at times has need for electrical support services to maintain continuous operations. On March 12, 2020 bidding closed on PW ITB 5230-20 for these services. There were three (3) responses received and United States Electric Corp, of Olympia, WA, was deemed to be the lowest cost, responsive and responsible bidder. This is a one-year, as-needed service contract with the option of four additional one-year contract periods.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Expense \$ 90,000.00

4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

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

SIMMONS, SCOTT M.

Study Session\Other

F&A 4/20/20

Division Director

SIMMONS, SCOTT M.

Council Sponsor

CP Beggs

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

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mdorgan@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

PRINCE, THEA

rrinderle@spokanecity.org

caveryt@spokanecity.org

brady@uselectriccorp.com

Briefing Paper

Finance and Administration Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for High Voltage Electrical Technical and Maintenance Support Services for the WTE.
Date:	April 20, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	Finance and Administration / Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTEF Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract with US Electric Corporation to provide electrical technical and maintenance services to the Waste to Energy Facility.
Background/History: <p>The Waste to Energy Facility at times has need for electrical support services to maintain continuous operations. On March 12, 2020 bidding closed on PW ITB 5230-20 for high voltage electrical technical and maintenance support, scheduled and unscheduled, as-needed services. There were three (3) responses received; United States Electric Corporation of Olympia, WA, Industrial Support Service of Deer Park, WA and Electrical Utility Services LLC of Davenport, WA. After review of the submissions, United States Electric was deemed to be the lowest cost, responsive and responsible bidder.</p> <p>The initial contract award will span from May 1, 2020 to April 30, 2021 with the option of four (4) additional one-year contract periods. This is an as-needed contract with an annual cost not to exceed \$90,000.00 including taxes.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract award for electrical support services at the WTE per PW ITB 5230-20 with United States Electric Corporation. Contract term from May 1, 2020 thru April 30, 2021 with the option of four (4) additional one-year contract periods. As-needed contract with an annual amount not to exceed \$90,000.00, taxes included. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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: 4/6/2020

Type of expenditure: Goods ☐ Services ☒

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$90,000.00

Funding Source: 4490 Budget - 4490-44100-37148-54803-34002

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

Why is this expenditure necessary now?

This is an as-needed service contract. It is essential to have support services in place in the event there is an unplanned outage so there are no delays in response time.

What are the impacts if expenses are deferred?

If the facility were to experience an unplanned outage requiring electrical support services, without a qualified vendor under contract, it is likely the response time to repair the issue would take significantly longer and would likely incur higher costs due to the emergency nature of it.

What alternative resources have been considered?

The in-house electrical and instrument technicians are not qualified to perform the tasks that are provided by this contract and must be outsourced.

Description of the goods or service and any additional information?

High voltage electrical technical and maintenance support, scheduled and unscheduled, as-needed service at the Waste to Energy Facility.

Person Submitting Form/Contact: Michelle Dorgan X6555

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:



City of Spokane

PUBLIC WORKS CONTRACT

Title: **HIGH VOLTAGE ELECTRICAL TECHNICAL
AND MAINTENANCE SUPPORT**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **UNITED STATES ELECTRICAL CORP. OF WASHINGTON**, whose address is P.O. Box 87, Olympia, Washington 98507 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.**

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled HIGH VOLTAGE ELECTRICAL TECHNICAL AND MAINTENANCE SUPPORT, SCHEDULED AND UNSCHEDULED – AS NEEDED, selected via PW ITB 5235-20.

2. **CONTRACT DOCUMENTS.**

The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. **TERM.**

The term of this Contract begins on May 1, 2020, and ends on April 30, 2021, unless amended by written agreement or terminated earlier under the provisions. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

4. **TERMINATION.**

Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. **COMPENSATION/PAYMENT.**

A. **COMPENSATION.** Total compensation for Contractor's services under this various use, as needed Contract shall be a maximum amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)**, excluding sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this under this various use, as needed Contract for the work described in Section 1 above, and shall not be exceeded

without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **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.

6. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. RETAINAGE IN LIEU OF BOND. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

9. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

10. INSURANCE. During the period of the Contract, the Contractor 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 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 Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; 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; and

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) 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.

11. INDEMNIFICATION. The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor 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.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor

responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

14. **NONDISCRIMINATION.** 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 Contract 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. The Contractor 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 Contractor.

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. 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.

17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

19. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.

20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

21. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

22. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

23. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

24. BUSINESS REGISTRATION REQUIREMENT. 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 Contractor 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.

25. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

28. **FORCE MAJEURE.** Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

29. **KEY PERSONS.** The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor 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 Contractor's employment, the Contractor 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 Contractor from its obligations under this Contract.

**UNITED STATES ELECTRICAL CORP.
OF WASHINGTON**

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 that are part of this Contract:
Exhibit A - Scope of Work
Exhibit B – Certification Regarding Debarment

EXHIBIT B

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)

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

04/27/2020

<u>Date Rec'd</u>	4/14/2020
<u>Clerk's File #</u>	OPR 2020-0419
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2015055
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 21635
<u>Agenda Item Name</u>	0370 – LOW BID AWARD – LARIVIERE INC.		

Agenda Wording

Low Bid of LaRiviere, Inc., (Rathdrum, ID) for Kempe to Woodridge Transmission Main - \$237,327.95 plus tax. An administrative reserve of \$23,732.80 plus tax, which is 10% of the contract, will be set aside. (Five Mile Prairie Neighborhood Council)

Summary (Background)

On April 13, 2020 bids were opened for the above project. The low bid was from LaRiviere in the amount of \$237,327.95, which is \$31,815.05 or 11.82% under the Engineer's Estimate; five other bids were received as follows: Red Diamond Construction - \$237,886.20, MDM Construction - \$244,847.25, DW Excavating, Inc., - \$277,000.00, Big Sky Development Inc., - \$278,056.00 and National Native American Construction, Inc., - \$289,795.00.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 260,060.74		# 4250-42300-94340-56501-15767
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u>	PIE 3/23/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	Kinnear
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<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>	PRINCE, THEA	htrautman@spokanecity.org	
		aduffey@spokanecity.org	

Briefing Paper

PIES

Division & Department:	Public Works, Engineering
Subject:	Kempe to Woodridge Transmission Main
Date:	3-23-20
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (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 water plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> Approximately 10 years ago the city constructed the 1.1M gallon Kempe Reservoir on the northwest edge of Five Mile Prairie to serve the north half of the prairie since the Strong Road Reservoir was not high enough for this purpose. Because this reservoir was sized to adequately serve existing as well as future development, it is larger than needed for the near term. As a result, water does not cycle through this reservoir as often as is ideal resulting in stagnant water. This problem will resolve itself as Five Mile Prairie develops. In the meantime, a water main connecting the Kempe Reservoir to the next reservoir down the hill, Woodridge, will be installed. As the area served by Woodridge Reservoir draws water from the Kempe Reservoir, that reservoir (Woodridge) will be refilled by water from the Kempe reservoir (rather than by the Woodridge booster station) thereby resulting in more cycling of water through the Kempe Reservoir. Construction is planned for this spring and is entirely outside the limits of existing roadways. This project is paid with local funds. 	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



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

Project Number: 2015055

Project Description Kempe to Woodridge Transmission Main

Funding Source Local

Preparer Jonathan Adams

Original Date 3/12/2020 11:36:20 AM

Update Date 4/13/2020 3:15:28 PM

Addendum

Project Number: 2015055			Engineer's Estimate		LaRiviere Inc		Red Diamond Construction Inc		MDM Construction	
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01 Water		Sales tax shall NOT be included in unit prices								
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	1,500.00	*****	600.00	*****	909.00
103	POTHOLING	4 EA	400.00	1,600.00	450.00	1,800.00	250.00	1,000.00	303.00	1,212.00
104	MOBILIZATION	1 LS	*****	20,000.00	*****	23,000.00	*****	28,400.00	*****	17,500.00
105	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	17,000.00	*****	16,000.00	*****	1,565.00
106	MANHOLE 60 IN.	2 EA	6,500.00	13,000.00	2,699.00	5,398.00	2,200.00	4,400.00	2,570.00	5,140.00
107	UTILITY VAULT 8X12	1 EA	10,000.00	10,000.00	7,000.00	7,000.00	8,400.00	8,400.00	11,600.00	11,600.00
108	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	40.00	800.00	1.00	20.00	0.01	0.20	7.00	140.00
109	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	330.00	6,600.00	1.00	20.00	0.01	0.20	25.00	500.00
110	TRENCH SAFETY SYSTEM	1 LS	*****	5,000.00	*****	2,369.00	*****	689.00	*****	129.00
111	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	700.00	*****	400.00	*****	871.00
112	DI PIPE FOR WATER MAIN 12 IN. DIA.	1290 LF	95.00	122,550.00	62.00	79,980.00	74.72	96,388.80	95.00	122,550.00
113	GATE VALVE 12 IN.	5 EA	3,000.00	15,000.00	2,756.00	13,780.00	2,525.00	12,625.00	2,570.00	12,850.00
114	BUTTERFLY VALVE 12 IN.	1 EA	2,500.00	2,500.00	2,863.00	2,863.00	2,413.00	2,413.00	2,950.00	2,950.00

<i>Project Number:</i> 2015055		<i>Engineer's Estimate</i>			LaRiviere Inc		Red Diamond Construction Inc		MDM Construction	
<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> Water					Sales tax shall NOT be included in unit prices					
115	ALTITUDE VALVE	1 EA	14,000.00	14,000.00	38,526.00	38,526.00	26,800.00	26,800.00	32,360.00	32,360.00
116	FLOW METER	2 EA	3,600.00	7,200.00	8,078.00	16,156.00	12,873.00	25,746.00	6,495.00	12,990.00
117	HYDRANT ASSEMBLY	1 EA	5,500.00	5,500.00	6,279.00	6,279.00	4,896.00	4,896.00	6,565.00	6,565.00
118	ESC LEAD	1 LS	*****	1,000.00	*****	1,300.00	*****	90.00	*****	909.00
119	WEED SPRAYING AND CONTROL	2 EA	1,000.00	2,000.00	530.00	1,060.00	100.00	200.00	2,265.00	4,530.00
120	HYDROSEEDING	4300 SY	5.00	21,500.00	1.05	4,515.00	0.51	2,193.00	0.65	2,795.00
121	MODIFY FENCING, Kempe	1 LS	*****	1,000.00	*****	4,300.00	*****	590.00	*****	1,245.00
122	FENCING, WOODRIDGE	75 LF	70.00	5,250.00	72.00	5,400.00	71.00	5,325.00	53.50	4,012.50
123	TEMPORARY CONSTRUCTION FENCING	60 LF	6.00	360.00	3.00	180.00	4.00	240.00	5.70	342.00
124	CONDUIT PIPE 1 IN. DIA. - SCH 40	163 LF	14.00	2,282.00	25.65	4,180.95	3.00	489.00	7.25	1,181.75
<i>Schedule Totals</i>				269,143.00		237,327.95		237,886.20		244,847.25

<i>Project Number:</i> 2015055			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Big Sky Development Inc		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> Water		Sales tax shall NOT be included in unit prices								
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	50.00	*****	2,706.00	*****	769.00
103	POTHOLING	4 EA	400.00	1,600.00	383.00	1,532.00	300.00	1,200.00	895.00	3,580.00
104	MOBILIZATION	1 LS	*****	20,000.00	*****	17,777.00	*****	15,000.00	*****	22,316.00
105	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	16,197.00	*****	17,880.00	*****	9,980.00
106	MANHOLE 60 IN.	2 EA	6,500.00	13,000.00	3,500.00	7,000.00	4,080.00	8,160.00	5,675.00	11,350.00
107	UTILITY VAULT 8X12	1 EA	10,000.00	10,000.00	11,400.00	11,400.00	19,511.00	19,511.00	17,500.00	17,500.00
108	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	40.00	800.00	26.00	520.00	30.00	600.00	40.00	800.00
109	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	330.00	6,600.00	48.00	960.00	40.00	800.00	50.00	1,000.00
110	TRENCH SAFETY SYSTEM	1 LS	*****	5,000.00	*****	1,500.00	*****	1,500.00	*****	2,750.00
111	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	650.00	*****	1,790.00	*****	5,465.00
112	DI PIPE FOR WATER MAIN 12 IN. DIA.	1290 LF	95.00	122,550.00	89.00	114,810.00	75.00	96,750.00	90.00	116,100.00
113	GATE VALVE 12 IN.	5 EA	3,000.00	15,000.00	2,640.00	13,200.00	3,076.00	15,380.00	3,312.00	16,560.00
114	BUTTERFLY VALVE 12 IN.	1 EA	2,500.00	2,500.00	2,350.00	2,350.00	2,974.00	2,974.00	4,040.00	4,040.00
115	ALTITUDE VALVE	1 EA	14,000.00	14,000.00	33,777.00	33,777.00	40,348.00	40,348.00	43,500.00	43,500.00
116	FLOW METER	2 EA	3,600.00	7,200.00	15,400.00	30,800.00	16,504.00	33,008.00	5,000.00	10,000.00
117	HYDRANT ASSEMBLY	1 EA	5,500.00	5,500.00	6,650.00	6,650.00	6,278.00	6,278.00	6,400.00	6,400.00
118	ESC LEAD	1 LS	*****	1,000.00	*****	300.00	*****	1,347.00	*****	1,900.00
119	WEED SPRAYING AND CONTROL	2 EA	1,000.00	2,000.00	450.00	900.00	500.00	1,000.00	1,450.00	2,900.00

<i>Project Number:</i> 2015055			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Big Sky Development Inc		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> Water					Sales tax shall NOT be included in unit prices					
120	HYDROSEEDING	4300 SY	5.00	21,500.00	0.71	3,053.00	1.00	4,300.00	0.80	3,440.00
121	MODIFY FENCING, Kempe	1 LS	*****	1,000.00	*****	5,000.00	*****	1,488.00	*****	1,335.00
122	FENCING, WOODRIDGE	75 LF	70.00	5,250.00	80.00	6,000.00	64.00	4,800.00	57.00	4,275.00
123	TEMPORARY CONSTRUCTION FENCING	60 LF	6.00	360.00	13.00	780.00	7.00	420.00	15.00	900.00
124	CONDUIT PIPE 1 IN. DIA. - SCH 40	163 LF	14.00	2,282.00	11.00	1,793.00	5.00	815.00	18.00	2,934.00
<i>Schedule Totals</i>				269,143.00		277,000.00		278,056.00		289,795.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	269,143.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	269,143.00
LaRiviere Inc	237,327.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237,327.95
Red Diamond Construc	237,886.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237,886.20
MDM Construction	244,847.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	244,847.25
DW Excavating, Inc.	277,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	277,000.00
Big Sky Development I	278,056.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	278,056.00
National Native Americ	289,795.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	289,795.00

Low Bid Contractor: LaRiviere Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$258,450.14	\$293,096.73	11.82	% Under Estimate
Bid Totals	\$258,450.14	\$293,096.73	11.82	% Under Estimate

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: 4/8/20

Type of expenditure: Goods ☐ Services ☒

Department: Engineering

Approving Supervisor: Kyle Twohig

Amount of Proposed Expenditure: \$300,000

Funding Source: Water dept. funds

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

Why is this expenditure necessary now?

This project is necessary to solve operational issues associated with the Kempe and Woodridge reservoirs & booster stations. It is also necessary because the city committed to provide water to a residential development which it cannot do without this project.

What are the impacts if expenses are deferred?

Operational issues at the Kempe & Woodridge reservoirs and booster stations will continue. And the residential development will come to a halt without this water main.

What alternative resources have been considered?

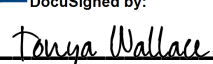
None available.

Description of the goods or service and any additional information?

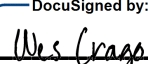
Install a 2200' main on the north side of Five Mile prairie.

Person Submitting Form/Contact: Dan Buller

FINANCE SIGNATURE:

DocuSigned by:

 CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

 9C36E3376992442...

Certificate Of Completion

Envelope Id: 3ABD9CD811BE4EB1ACBBFAE255183179

Status: Completed

Subject: 2015055 Kempe to Woodridge Expenditure Control Form

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Oanh Delgado

AutoNav: Enabled

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

odelgado@spokanecity.org

IP Address: 73.157.72.176

Record Tracking

Status: Original

Holder: Oanh Delgado

Location: DocuSign

4/14/2020 1:34:03 PM

odelgado@spokanecity.org

Signer Events

Tonya Wallace

twallace@spokanecity.org

Chief Financial Officer

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Tonya Wallace
CBC812B631244E9...

Signature Adoption: Pre-selected Style

Using IP Address: 198.1.39.252

Timestamp

Sent: 4/14/2020 1:37:58 PM

Viewed: 4/14/2020 4:20:11 PM

Signed: 4/14/2020 4:20:22 PM

Electronic Record and Signature Disclosure:

Accepted: 3/11/2020 2:33:35 PM

ID: 876f6b4e-9d29-48e4-af73-8cc67d87dfa1

Wes Crago

wcrago@spokanecity.org

City Administrator

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Wes Crago
9C36E3376992442...

Signature Adoption: Pre-selected Style

Using IP Address: 198.1.39.252

Sent: 4/14/2020 4:20:23 PM

Viewed: 4/14/2020 5:20:27 PM

Signed: 4/14/2020 5:21:27 PM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2020 5:20:27 PM

ID: d6ed689a-109e-444f-910f-2ed283bdabd5

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/14/2020 4:20:23 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	4/14/2020 5:20:27 PM
Signing Complete	Security Checked	4/14/2020 5:21:27 PM
Completed	Security Checked	4/14/2020 5:21:27 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.

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

04/27/2020

<u>Date Rec'd</u>	4/16/2020
<u>Clerk's File #</u>	OPR 2020-0420
<u>Renews #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KATHERINE 625-6338	<u>Project #</u>	
<u>Contact E-Mail</u>	KEMILLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 21637
<u>Agenda Item Name</u>	4250-INTERLOCAL AGREEMENT WITH CITY OF AIRWAY HEIGHTS AND		

Agenda Wording

Interlocal Agreement with the City of Airway Heights and the West Plains Airport Area Public Development Authority to develop transportation improvements along the 6th, 10th, and 12th corridor from Craig Road in the City of Airway Heights to Campus

Summary (Background)

This Interlocal Agreement sets forth the mechanism for S3R3 Solutions (West Plains PDA) to facilitate the initial planning and design effort to apply for grants for this corridor. Develop transportation improvements along the 6th, 10th, and 12th corridor from Craig Road in the City of Airway Heights to Campus Road in the City of Spokane. The City of Spokane's contribution is proposed not to exceed \$60,000.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 60,000.00		# 3200-49407-42800-54101-99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session\Other</u> Finance 04/20/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	ODLE, MARI	icmaccounting@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	kemiller@spokanecity.org
<u>Additional Approvals</u>		Todd@s3r3solutions.com
<u>Purchasing</u>	WAHL, CONNIE	aduffey@spokanecity.org
<u>GRANTS &</u>	STOPHER, SALLY	eraea@spokanecity.org

Briefing Paper

Finance & Administration Committee

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Interlocal Agreement
Date:	3/23/2020
Author (email & phone):	Todd Coleman todd@S3R3Solutions.com and kemiller@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Finance Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Improving Streets
Deadline:	Approval by April 27th
Outcome:	35% Designs to submit for grant funding

Background/History:

The West Plains of Spokane has experienced significant growth over the past few years along with strong projected growth for the future. As a result, traffic volumes on State Route 2 have increased and in many cases reached failure during peak commute times. In order to maintain growth in this corridor, which includes growth within the City of Spokane and West Plains Airport Area, alternative routes to alleviate congestion must be completed. Several transportation plans have identified the 6th/10th/12th Avenue corridor from Craig Road in the City of Airway Heights to Campus Road in the City of Spokane as critical relief to this corridor. Additionally, this alignment is frontage to several industrial and commercial vacant properties within the City and PDA.

This Interlocal Agreement sets forth the mechanism for S3R3 Solutions (West Plains PDA) to facilitate the initial planning and design effort to apply for grants for this corridor. S3R3 will retain the consultant, pay invoices and seek reimbursement from the cities. Once a grant is received the individual cities will be responsible for managing the project to final design, construction and for administering the grant.

Executive Summary:

Develop transportation improvements along the 6th, 10th, and 12th corridor from Craig Road in the City of Airway Heights to Campus Road in the City of Spokane.

- The City of Spokane's contribution is proposed not to exceed \$60,000.
- Will utilize traffic impact fees collected from Project Rose.
- S3R3 will facilitate the project to approximately 35% design in consultation with City staff.
- Provides congestion relief on HWY 2.
- Improves response time for FAFB personnel.
- Positions the project for TIB, FMSIB, Federal stimulus and other funding.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No
 Annual/Reoccurring expenditure? ☐ Yes ☒ No
 If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No
 Requires change in current operations/policy? ☐ Yes ☒ No
 Specify changes required:
 Known challenges/barriers: None



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:

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE,
CITY OF AIRWAY HEIGHTS AND
THE WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY
REGARDING CONSULTING SERVICES RELATED TO
6TH AND 10TH/12TH AVENUE TRANSPORTATION PROJECT**

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into by and between the **CITY of Airway Heights**, a political subdivision of the State of Washington, having offices for the transaction of business at 1208 S. Lundstrom, Washington 99001 (herein, "AIRWAY HEIGHTS"); the **CITY of Spokane**, a political subdivision of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (herein, "SPOKANE"); and the **West Plains Airport Area Public Development Authority**, a municipal corporation of the State of Washington, having offices for the transaction of business at 7106 W. Will Alton Lane, Suite 103A, Spokane, Washington 99224 (herein, the "PDA"), who are jointly herein referred to as the "PARTIES." AIRWAY HEIGHTS and SPOKANE are jointly herein referred to as the "CITIES."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 35.21.730, the PDA was created to improve administration of authorized federal grants or programs, to improve government efficiency and services, or to improve the general living conditions in the urban areas of the state, any City, town, or county; and

WHEREAS, pursuant to the provisions of RCW 35.21.745(2), the PDA has authority to enter into agreements, receive funds and expend funds; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes municipal entities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the West Plains is experience substantial economic growth which is contributing to increased traffic congestion; and

WHEREAS, the City of Airway Heights and the City of Spokane have included the future development of 6th and 10th/12th Avenues (herein referred to only as 12th) as a key project to provide additional capacity; and

WHEREAS, the Washington Department of Transportation has designated State Route 2 as a Highway of National Significance; and

WHEREAS, Fairchild Air Force Base relies on predictable response times for military personnel utilizing State Route 2 to report for duty.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the PARTIES' understanding of the terms and conditions under which the PDA will facilitate the planning, design and engineering of street/road improvements adequate (approximately 35% design) to submit a grant application for construction of 6th and 12th Avenues generally from Craig Road in the City of Airway Heights to Campus Road in the City of Spokane (the "Work"). The CITIES will each be responsible for reimbursement of consultant fees in accordance with Section No. 4. The PDA shall facilitate the project through approximately 35% design, adequate for submittal of a grant application. The PDA shall continue to provide support to the project team through final design. Thereafter, the CITIES either jointly or separately shall assume responsibility for further development of the improvements.

SECTION NO. 2: DURATION

This Agreement shall be effective at 12:01 A.M. on _____, 2020 and shall remain in full force and effect until otherwise terminated by mutual written agreement of the Parties hereto or pursuant to Section No. 16(G) of this Agreement.

SECTION NO. 3: SERVICES

Section 3.1: Services Provided by PDA: To support economic development within the PDA and surrounding area, the PDA will facilitate, in consultation with the CITIES, the following services to support development of the 6th /12th Avenue alignment from Craig Road to Campus Road (the "Project"):

1. Pursuant to applicable legal requirements solicit and contract with a Consultant to provide the planning, design and construction documents for the Project.
2. Administer the Project as the primary contact with the Consultant.
3. Coordinate with the City of Airway Heights and City of Spokane staff the development and delivery of the Scope of Work for the Project.
4. Engage key stakeholders in the Project including the City of Airway Heights, City of Spokane, Spokane County, WSDOT, Kalispel Tribe, Spokane Tribe, Spokane Transit Authority and Fairchild Air Force Base.
5. Prepare an application for a Transportation Improvement Board grant for partial funding of the Project to be submitted on behalf of one of the participating cities.
6. Proactively seek other private and public funding sources to cause the construction of the 6th/12th Avenue alignment (i.e., the Project).

Section 3.2: Services Provided by CITIES: Within each of their respective jurisdictions the CITIES shall:

1. Provide individuals with decision-making authority with Comprehensive Plan provisions, zoning code and municipal code; and compliance with any applicable public facilities or municipal utility plans.
2. Provide technical expertise related to local standards and regulations.
3. If and when needed, provide public outreach and facilitate community input.
4. Compensate the PDA and as described in Section 4 below and elsewhere herein.
5. Except as provided in Section 4 below, pay for all direct and indirect costs of design, financing, planning or construction of the roadway improvements contemplated hereunder.
6. Facilitate project review as the local permitting agency with expertise.
7. Act as the Responsible Official under SEPA, if requested by the PDA to do so.

SECTION NO. 4: COMPENSATION

In addition to facilitating the Work, the PDA will provide in-kind services to the Project to include the contract management and facilitation efforts under this Agreement. The CITIES shall reimburse the PDA for Consultant fees as follows: The City of Airway Heights shall reimburse the PDA up to \$209,233.00. The City of Spokane shall reimburse the PDA up to \$60,000.00. And the PDA shall contribute up to \$17,365.00 in payment to the hired Consultant once the City of Spokane reimbursement to the PDA reaches \$60,000.00. The breakdown of costs can be found in the Scope of Work with T-O Engineering, Inc.

SECTION NO. 5: PAYMENT

The PDA will invoice the CITIES monthly for consultant fees the PDA has paid for the CITIES' respective portions of the Project. Reimbursement by the CITIES will be due thirty (30) days after receipt of the PDA's invoice, which shall detail work performed by the consultant. Application for payment shall be made using the following addresses:

CITY OF AIRWAY HEIGHTS
c/o Stanley Schubert, City Clerk
1208 S. Lundstrom
Washington 99001

CITY OF SPOKANE
c/o _____
808 West Spokane Falls Boulevard
Spokane, Washington 99201

SECTION NO. 6: AUDIT / RECORDS

The PDA shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The PDA shall provide access to authorized representatives of the CITIES, including a respective Auditor of either or each, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 7: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

CITY OF

AIRWAY HEIGHTS: Mayor or designee
City of Airway Heights
1208 S. Lundstrom
City of Airway Heights, Washington 99001

CITY OF SPOKANE: Mayor or designee
City of Spokane
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

PDA: C/O Executive Director
West Plains Airport Area Public Development Authority
7106 W Will D Alton Lane, Suite 103A
Spokane, Washington 99224

SECTION NO. 8: ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

SECTION NO. 9: LIABILITY

The PDA shall indemnify, defend and hold harmless the CITIES, their/its officers and employees from all claims, demands, or suits in law or equity arising from the PDA's intentional or negligent acts or breach of its obligations under the Agreement. The PDA's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITIES, their/its officers and employees.

The CITIES shall indemnify, defend and hold harmless the PDA, its officers and employees from all claims, demands, or suits in law or equity arising from the CITIES's intentional or negligent acts or breach of its obligations under the Agreement. The CITIES's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the PDA, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

SECTION NO. 10: INSURANCE

During the term of the Agreement, the PDA shall maintain in force at its own expense, each insurance noted below:

- 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 or Stop Gap Insurance in the amount of \$5,000,000;

- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$20,000,000 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 CITIES, its officers and employees are additional insureds but only with respect to the PDA'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 \$20,000,000 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 \$20,000,000 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 two 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 thirty (30) days written notice from the PDA or its insurer(s) to the CITIES.

As evidence of the insurance coverages required by this Agreement, the PDA shall furnish acceptable insurance certificates to the CITIES at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITIES acceptance. If requested, complete copies of insurance policies shall be provided to the CITIES. The PDA shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION NO. 11: ANTI-KICKBACK

No officer or employee of the CITIES, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO. 12: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 13: COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 14: NON-DISCRIMINATION

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, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

SECTION NO. 15: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **ENTIRE AGREEMENT:** This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.
- C. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. **HEADINGS:** The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- E. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- F. **SEVERABILITY:** If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

- G. **RELATIONSHIP OF THE PARTIES:** The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the PDA shall be deemed to be an employee, agent, servant or representative of the CITIES for any purpose. Likewise, no agent, employee, servant or representative of the CITIES shall be deemed to be an employee, agent, servant or representative of the PDA for any purpose.

SECTION NO. 16: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 2 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The CITIES shall file this Agreement with its respective City Clerk. The PDA shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** The PDA Executive Director and the CITIES shall inform each other, on or before July 1st of each year, of their projected costs, which are the subject of cost allocation, for the next fiscal year. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** The PARTIES reserve the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all payment obligations shall be satisfied with finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared pursuant to this Agreement delivered to the CITIES.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: _____

WEST PLAINS AIRPORT AREA PUBLIC
DEVELOPMENT AUTHORITY

Todd M. Coleman, Executive Director

DATED: _____

CITY OF AIRWAY HEIGHTS

By: _____
Albert Tripp, City Manager

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DATED: _____

CITY OF SPOKANE

By: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

End of Agreement

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

04/27/2020

Date Rec'd	4/13/2020
Clerk's File #	OPR 2019-0706
Renews #	
Cross Ref #	OPR 2019-0463
Project #	
Bid #	
Requisition #	CR 21630

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	MATT DAVIS 625-6815
Contact E-Mail	MDAVIS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1680 - CONSOLIDATED HOMELESS GRANT COUNTY PARTNERSHIP

Agenda Wording

CHHS is requesting to substantially amend a subrecipient agreement with Catholic Charities of Eastern WA. This would allow the agency to expand access to Coordinated Entry, housing navigation services and diversion from the homeless crisis response.

Summary (Background)

The Department of Commerce awarded Spokane County \$2,091,492.00 in CHG funds for the period 7/1/19 to 6/30/21. The County has directed to the City that priority for the remaining \$317,197 is to improve access to the CoC's coordinated entry system for households experiencing or at-risk of homelessness in more remote parts of Spokane County. Please see attached briefing paper for more detail.

<u>Fiscal Impact</u>	Grant related? YES Public Works? NO	<u>Budget Account</u>
Expense	\$ 141,251.00	# 1540-95483-65410-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SIGLER, TIMOTHY	<u>Study Session\Other</u> PIES 3/23/2020
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Council Sponsor</u>
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	tsigler@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	tdanzig@spokanecity.org
<u>Additional Approvals</u>		mrDavis@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	cbrown@spokanecity.org
<u>GRANTS &</u>	BROWN, SKYLER	sasmussen@spokanecity.org
		kburnett@spokanecity.org
		chhsaccounting@spokanecity.org

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services
Subject:	Consolidated Homeless Grant – County Partnership
Date:	3/11/20
Author (email & phone):	Matt Davis (mrdavis@spokanecity.org ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Tim Sigler
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
Strategic Initiative:	Reduce Homelessness
Deadline:	Effective Date for these amendments is 3/1/2020
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to substantially amend two subrecipient agreements funded Consolidated Homeless Grant (CHG) funds granted to the City by Spokane County to improve regional coordination efforts in accordance with the City's Strategic Plan to End Homelessness.
Background/History: For several months CHHS staff have met with staff Spokane County Community Services, Housing & Community Development (CSHCD) to improve access to homeless service programs fund by both the City and County. It was determined the most efficient path forward was to more deeply funded the coordinated entry (CE) system managed for the regional Continuum of Care (CoC) by Spokane Neighborhood Action Partners (SNAP) and Catholic Charities of Eastern WA (CCEW) in order to allow those agencies to expand access to CE assessment, housing navigation services, and diversion from the homeless crisis response.	
Executive Summary: <ul style="list-style-type: none"> The Department of Commerce awarded Spokane County \$2,091,492.00 in CHG funds for the period 7/1/19 to 6/30/21 The County has subgranted \$2,016,492.00 to the City of Spokane, of which the City has retained \$244,006 for administrative oversight costs. The City of Spokane has subgranted \$1,455,289.00 to community providers to serve households experiencing homelessness The County has directed to the City that priority for the remaining \$317,197 is to improve access to the CoC's coordinated entry system for households experiencing or at-risk of homelessness in more remote parts of Spokane County. The City is seeking permission to amend existing grant agreements with SNAP and CCEW to implement this priority in the amounts of \$175,946 and \$141,251 respectively. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: N/A	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Specify changes required: None.
Known challenges/barriers: None.

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: 04/13/2020 Type of expenditure: Goods ☐ Services ☒

Department: CHHS

Approving Supervisor: Tim Sigler

Amount of Proposed Expenditure: \$141,251.00

Funding Source: PY 2019 County Consolidated Homeless Grant

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

Why is this expenditure necessary now?

The County Consolidated Homeless Grant is an award from the WA State Department of Commerce to Spokane County. Spokane County subgrants the funds to the City (CHHS) in order to deploy them in the community in alignment with other homeless response system projects. This request increases funds to support the Catholic Charities Rapid Re-Housing for Families Program.

What are the impacts if expenses are deferred?

Funds need to be deployed expeditiously to serve families experiencing homelessness, otherwise households will become or remain homeless.

What alternative resources have been considered?

These funds must be spent on this population and CHHS is deploying the remainder of this grant award in accordance with direction from the County.

Description of the goods or service and any additional information?

Rental assistance and case management to households with children that are experiencing homelessness. This amendment is not related to the COVID-19 response as the program was established long before the COVID-19 outbreak.

Person Submitting Form/Contact: Matt Davis

FINANCE SIGNATURE:

Tonya Wallace

4/14/2020

CBC3138621244E8...

CITY ADMINISTRATOR SIGNATURE:

Wes Crapo

4/14/2020

9C36E3276992442...



City of Spokane

AGREEMENT AMENDMENT B

Title: Rapid Re-Housing for Families Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Catholic Charities of Spokane**, whose address is 12 East 5th Avenue, Spokane, Washington 99201 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Rapid Re-Housing for Families Program; and

WHEREAS, a change or revision of the work has been requested, thus the original Agreement needs to be formally Amended by this written document and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, additional funding has been made available under the Program Year 2019 Consolidated Homeless Grant, Grantor Award # 20-46108-29; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The original Agreement, dated August 26, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on January 1, 2020.

3. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **ONE HUNDRED FORTY ONE THOUSAND TWO HUNDRED FIFTY ONE AND NO/100 DOLLARS (\$141,251.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **SIX HUNDRED FORTY ONE THOUSAND THREE HUNDRED NINETY FIVE AND NO/100 DOLLARS (\$641,395.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 3} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Rental Assistance	\$302,572
Operations	\$308,968
Administration	\$29,855
TOTAL	\$641,395

4. AMENDMENT.

SECTION NO. 8.B.3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in ~~Attachment B~~ Attachment 2 and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in ~~Attachment B~~ Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 8th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 8th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.

a. Reimbursement Requests

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report, program income), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

b. Payment

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under 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 Amendment by having legally-binding representatives affix their signatures below.

CATHOLIC CHARITIES OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment 1 – Debarment Certification

Attachment 2 – REVISED Grantee Billing Form

ATTACHMENT 1

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.

<u>Catholic Charities of Spokane</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>Rapid Re-Housing for Families</u> Program Title (Type or Print)
 Name of Certifying Official (Type or Print)	 Signature
 Title of Certifying Official (Type or Print)	 Date (Type or Print)

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

☐ Name and address of your organization requesting reimbursement.

☐ Expense Period (should bill as monthly expenses, January, February, etc.)

☐ Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.

☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The

☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or

☐ Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.


Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

	City of Spokane Grantee Billing Form SPOKANE COUNTY FY 2019 CHG		City Clerk #	OPR 2019-0706
			Vendor ID #	012876
			FMS Acct #	1540-95571-65410-54201-73902
SUBMIT BILLING TO:		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.		
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201				
GRANTEE (Warrant is to be payable to:)				
Catholic Charities 12 E. 5th Ave Spokane, WA 99202				
Grantee Certification				
Project/Program:	Rapid Re-Housing for Families	By:		
Award Number:	20-46108-29/19HCD2390	(SIGN IN INK)		
Grant Term:	07/01/2019 - 06/30/2021			
Indirect Cost	10% MTDC	(TITLE)	(DATE)	
Expense Period:				
Billing Date		(EMAIL ADDRESS)	(TELEPHONE NUMBER)	
	<u>A</u> Grant Budget	<u>B</u> Current Expense Request	<u>C</u> Total Previously Requested	<u>D</u> Grant Balance (A-B-C)
EXPENSE Categories:				
RENTAL ASSISTANCE				
Rent Payments	\$ 301,492.00	\$ -	\$ 100,021.21	\$ 201,470.79
Other Housing Cots	\$ 1,080.00	\$ -	\$ 371.50	\$ 708.50
OPERATIONS				
CE and Diversion Operations	\$ 72,117.00	\$ -	\$ -	\$ 72,117.00
Flex Funds	\$ 10,423.00	\$ -	\$ -	\$ 10,423.00
Facility Support & Rent Asst. Ops	\$ 226,428.00	\$ -	\$ 50,965.89	\$ 175,462.11
ADMINISTRATION				
Administration	\$ 29,855.00	\$ -	\$ 5,096.60	\$ 24,758.40
GRAND TOTAL	\$ 641,395.00	\$ -	\$ 156,455.20	\$ 484,939.80
Contract Amount (auto populated)		\$ 641,395.00	% Expended:	24.39%
Total Expended to Date (auto populated)		\$ 156,455.20		
Contract Remaining Balance		\$ 484,939.80	% Remaining:	75.61%
← Check box if final request.		CHHS Approval:		

Payee Expense Report

Organization:	CCEW	Grant #:	20-46108-29/19HCD2390	City Clerk #:	OPR 2019-0706
Prepared By:		Title:		Date:	
Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.					
Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	\$ 90.91	\$ 9.09	\$ 100.00
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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Total Current Expenses Requested this Period			\$ -	\$ -	\$ -

Staff Expense Report

Organization:	CCEW	Grant #:	20-46108-29/19HCD2390	City Clerk #:	OPR 2019-0706			
Prepared By:		Title:		Date:				
Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.								
Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
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Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

Housing Assistance Detail Report														
Organization:		CCEW				Grant #:		20-46108-29/19HCD2390			City Clerk #:		OPR 2019-0706	
Prepared By:						Title:					Date:			
HMIS Client ID	Assistance Type (Rent Assistance, Application Fee, Security Deposit, etc.)	Unit and FMR Information				Client Lease Information				Reimbursement Information				
		Property Address	Unit Number	Unit Size	FMR or reasonable rent	Contract Rent	Utility Allow.	Rental Deposit	Gross Rent	Total Tenant Payment	Due from City	Due from Tenant		
Total Billed to City										\$	-			

Housing Assistance Adjustment Report

[illegible]

Program Income Report

Organization: CCEW

Grant #: 20-46108-29/19HCD2390

City Clerk #: OPR 2019-0706

Prepared By: _____

Title:

Date: _____

Please complete the table for ALL expenses paid with Program Income prior to the request for reimbursement of grant funds for the reported period.

[illegible]

Non Profit Insurance Program

CERTIFICATE OF COVERAGE

Issue Date: 05/16/2018

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

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


PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation, et al.
INSURED	AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
Catholic Charities of Spokane PO Box 2253 Spokane, WA 99210	PROPERTY American Alternative Insurance Corporation, et al.
	MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP	N1-A2-RL-0000013-09	06/01/2018	06/01/2020	PER OCCURRENCE PER MEMBER AGGREGATE PRODUCT-CO MP/OP PERSONAL & ADV. INJURY ANNUAL POOL AGGREGATE	\$15,000,000 \$15,000,000 \$15,000,000 \$15,000,000 \$50,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-09	06/01/2018	06/01/2020	COMBINED SINGLE LIMIT ANNUAL POOL AGGREGATE	\$15,000,000 NONE
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
PROPERTY					
	N1-A2-RL-0000013-09	06/01/2018	06/01/2020	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC ANNUAL POOL AGGREGATE	\$75,000,000 EXCLUDED EXCLUDED NONE
(PROPERTY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
MISCELLANEOUS PROFESSIONAL LIABILITY					
	N1-A3-RL-0000060-09	06/01/2018	06/01/2020	PER CLAIM ANNUAL POOL AGGREGATE	\$1,000,000 \$40,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Regarding HUD and general fund grants. City of Spokane, its officers and employees are named as Additional Insured regarding these grants only and is subject to policy terms, conditions and exclusions.					

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Attn: Wendy Quinnan, Human Services Dept City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	 RECEIVED JUN 01 2018

**AMERICAN ALTERNATIVE
INSURANCE COMPANY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)**

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-09	Endorsement Effective 6/1/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.
Schedule

Person or Organization (Additional **Insured**): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Attn: Wendy Quinnan, Human Services Dept
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Regarding HUD and general fund grants. City of Spokane, its officers and employees are named as Additional Insured regarding these grants only and is subject to policy terms, conditions and exclusions.

- A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In performance of your ongoing operations; or
 2. In connection with your premises owned or rented to you.
- B. The Limits of Insurance applicable to the additional **Insured** are those specified in either the:
1. Written contract or written agreement; or
 2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Washington State Department of Revenue

[Services](#) [Business Lookup](#) [CATHOLIC CHARITIES OF SPOKANE](#)

License Information:

[New search](#) [Back to results](#)

Entity name: CATHOLIC CHARITIES OF SPOKANE

Business name: CATHOLIC CHARITIES OF SPOKANE

Entity type: [Nonprofit Corporation](#)

UBI #: 601-155-740

Business ID: 001

Location ID: 0072

Location: Active

Location address: 12 E 5TH AVE
SPOKANE WA 99202-1309

Mailing address: PO BOX 2253
SPOKANE WA 99210-2253

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Minor Work Permit				Active	May-31-2021	Aug-22-2014
Spokane Nonprofit Business				Active	May-31-2021	May-12-2014

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
ARGUINCHONA, KARLENE	
BLACK, MARY HELEN	
MCCANN, ROBERT	
PATTERSON, STEPHEN	

Registered Trade Names

Registered trade names	Status	First issued
CATHOLIC CHARITIES COUNSELING	Active	Apr-13-2017
CATHOLIC CHARITIES EASTERN WASHINGTON	Active	Dec-28-2017
CATHOLIC CHARITIES OF SPOKANE	Active	Dec-28-2017
CATHOLIC FAMILY SERVICES	Active	Dec-11-2008
FOOD FOR ALL	Active	Jun-27-2018
HOUSING SOCIAL SERVICES	Active	Dec-11-2008
RISING STRONG	Active	Apr-13-2017
ST ANNE'S CHILDREN AND FAMILY CENTER	Active	Aug-04-2014
ST. MARGARET'S SHELTER	Active	Dec-11-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/14/2020 11:50:11 AM

Working together to fund Washington's future

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

04/27/2020

<u>Date Rec'd</u>	4/14/2020
<u>Clerk's File #</u>	OPR 2019-0787
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2019-0463
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR 21631

Submitting Dept HOUSING & HUMAN SERVICES**Contact Name/Phone** MATT DAVIS X6815**Contact E-Mail** MDAVIS@SPOKANECITY.ORG**Agenda Item Type** Contract Item**Agenda Item Name** 1680 - CONSOLIDATED HOMELESS GRANT COUNTY PARTNERSHIP**Agenda Wording**

CHHS is requesting to substantially amend a subrecipient agreement with Spokane Neighborhood Action Partners, allowing the agency to expand access to coordinated entry, housing navigation services and diversion from the homeless crisis response.

Summary (Background)

The Department of Commerce awarded Spokane County \$2,091,492.00 in CHG funds for the period 7/1/19 to 6/30/21. The County has directed to the City that priority for the remaining \$317,197 is to improve access to the CoC's coordinated entry system for households experiencing or at-risk of homelessness in more remote parts of Spokane County. Please see attached briefing paper for more detail.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 175,946.00	# 1540-95483-65410-54201-99999
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Select	\$	#
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Select	\$	#
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Select	\$	#
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<u>Approvals</u>	<u>Council Notifications</u>
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<u>Dept Head</u>	SIGLER, TIMOTHY	<u>Study Session\Other</u>	PIES 3/23/2020
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<u>Division Director</u>	CORTRIGHT, CARLY	<u>Council Sponsor</u>	
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<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
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<u>Legal</u>	ODLE, MARI	tsigler@spokanecity.org
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<u>For the Mayor</u>	ORMSBY, MICHAEL	tdanzig@spokanecity.org
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<u>Additional Approvals</u>	srasmussen@spokanecity.org
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<u>Purchasing</u>	WAHL, CONNIE	mrDavis@spokanecity.org
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<u>GRANTS & CONTRACT MGMT</u>	BROWN, SKYLER	cbrown@spokanecity.org
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		kburnett@spokanecity.org
		chhsaccounting@spokanecity.org

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services
Subject:	Consolidated Homeless Grant – County Partnership
Date:	3/11/20
Author (email & phone):	Matt Davis (mrdavis@spokanecity.org ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Tim Sigler
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
Strategic Initiative:	Reduce Homelessness
Deadline:	Effective Date for these amendments is 3/1/2020
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to substantially amend two subrecipient agreements funded Consolidated Homeless Grant (CHG) funds granted to the City by Spokane County to improve regional coordination efforts in accordance with the City's Strategic Plan to End Homelessness.
Background/History: For several months CHHS staff have met with staff Spokane County Community Services, Housing & Community Development (CSHCD) to improve access to homeless service programs fund by both the City and County. It was determined the most efficient path forward was to more deeply funded the coordinated entry (CE) system managed for the regional Continuum of Care (CoC) by Spokane Neighborhood Action Partners (SNAP) and Catholic Charities of Eastern WA (CCEW) in order to allow those agencies to expand access to CE assessment, housing navigation services, and diversion from the homeless crisis response.	
Executive Summary: <ul style="list-style-type: none"> The Department of Commerce awarded Spokane County \$2,091,492.00 in CHG funds for the period 7/1/19 to 6/30/21 The County has subgranted \$2,016,492.00 to the City of Spokane, of which the City has retained \$244,006 for administrative oversight costs. The City of Spokane has subgranted \$1,455,289.00 to community providers to serve households experiencing homelessness The County has directed to the City that priority for the remaining \$317,197 is to improve access to the CoC's coordinated entry system for households experiencing or at-risk of homelessness in more remote parts of Spokane County. The City is seeking permission to amend existing grant agreements with SNAP and CCEW to implement this priority in the amounts of \$175,946 and \$141,251 respectively. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: N/A	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Specify changes required: None.
Known challenges/barriers: None.

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: 04/13/2020 Type of expenditure: Goods ☐ Services ☒

Department: CHHS

Approving Supervisor: Tim Sigler

Amount of Proposed Expenditure: \$175,946.00

Funding Source: PY 2019 County Consolidated Homeless Grant

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

Why is this expenditure necessary now?

The County Consolidated Homeless Grant is an award from the WA State Department of Commerce to Spokane County. Spokane County subgrants the funds to the City (CHHS) in order to deploy them in the community in alignment with other homeless response system projects. This request increases funds to support the Spokane Neighborhood Action Partners (SNAP) Rapid Re-Housing for Singles Program.

What are the impacts if expenses are deferred?

Funds need to be deployed expeditiously to serve individuals (households without minor children) experiencing homelessness, otherwise households will become or remain homeless.

What alternative resources have been considered?

These funds must be spent on this population and CHHS is deploying the remainder of this grant award in accordance with direction from the County.

Description of the goods or service and any additional information?

Rental assistance and case management to households without children that are experiencing homelessness. This amendment is not related to the COVID-19 response as the program was established long before the COVID-19 outbreak.

Person Submitting Form/Contact: Matt Davis

FINANCE SIGNATURE:

Tonya Wallace

4/14/2020

CITY ADMINISTRATOR SIGNATURE:

Wes Crapp

4/15/2020



City of Spokane

AGREEMENT AMENDMENT B

Title: Rapid Re-Housing for Singles Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Spokane Neighborhood Action Partners**, whose address is 3102 West Fort George Wright Drive, Spokane, Washington 99224 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Rapid Re-Housing for Singles Program; and

WHEREAS, a change or revision of the work has been requested, thus the original Agreement needs to be formally Amended by this written document and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, additional funding has been made available under the Program Year 2019 Consolidated Homeless Grant, Grantor Award # 20-46108-29; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The original Agreement, dated September 16, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on January 1, 2020.

3. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **ONE HUNDRED SEVENTY FIVE THOUSAND NINE HUNDRED FORTY SIX AND NO/100 DOLLARS (\$175,946.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **FIVE HUNDRED SEVEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$507,850.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 3} of the original Agreement):

Category	Amount
Rental Assistance	\$230,029
Operations	\$252,688
Administration	\$25,133
TOTAL	\$507,850

4. AMENDMENT.

SECTION NO. 8.B.3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in ~~Attachment B~~ Attachment 2 and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in ~~Attachment B~~ Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 8th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 8th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.

a. Reimbursement Requests

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report, program income), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

b. Payment

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under 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 Amendment by having legally-binding representatives affix their signatures below.

**SPOKANE NEIGHBORHOOD ACTION
PARTNERS**

By _____
Signature Date

Type or Print Name

Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:
Attachment 1 – Debarment Certification
Attachment 2 – REVISED Grantee Billing Form

ATTACHMENT 1

**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.

<u>Spokane Neighborhood Action Partners</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>Rapid Re-Housing for Singles</u> Program Title (Type or Print)
 Name of Certifying Official (Type or Print)	 Signature
 Title of Certifying Official (Type or Print)	 Date (Type or Print)

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

☐ Name and address of your organization requesting reimbursement.

☐ Expense Period (should bill as monthly expenses, January, February, etc.)

☐ Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.

☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The

☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or

☐ Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.


Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

	City of Spokane Grantee Billing Form SPOKANE COUNTY FY 2019 CHG		City Clerk #	OPR 2019-0787
			Vendor ID #	019804
			FMS Acct #	1540-95483-65410-54201-99999
SUBMIT BILLING TO:		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.		
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201				
GRANTEE (Warrant is to be payable to:)				
Spokane Neighborhood Action Partners 3102 W. Fort George Wright Drive Spokane, WA 99224				
Grantee Certification				
Project/Program:	Rapid Re-Housing for Singles			
Award Number:	20-46108-29/19HCD2390			
Grant Term:	07/01/2019 - 06/30/2021			
Indirect Cost	Agency Allocation Plan			
Expense Period:				
Billing Date				
		By:		
		(SIGN IN INK)		
		(TITLE)	(DATE)	
		(EMAIL ADDRESS)	(TELEPHONE NUMBER)	
EXPENSE Categories:	<u>A</u> Grant Budget	<u>B</u> Current Expense Request	<u>C</u> Total Previously Requested	<u>D</u> Grant Balance (A-B-C)
RENTAL ASSISTANCE				
Rent Payments	\$ 228,629.00	\$ -	\$ 86,050.82	\$ 142,578.18
Other Housing Costs	\$ 1,400.00	\$ -	\$ 345.95	\$ 1,054.05
OPERATIONS				
CE and Diversion Operations	\$ 58,277.00	\$ -	\$ -	\$ 58,277.00
Flex Funds	\$ 56,551.00	\$ -	\$ -	\$ 56,551.00
Facility Support & Rent Asst. Ops	\$ 137,860.00	\$ -	\$ 52,145.47	\$ 85,714.53
ADMINISTRATION				
Administration	\$ 25,133.00	\$ -	\$ 6,201.82	\$ 18,931.18
GRAND TOTAL	\$ 507,850.00	\$ -	\$ 144,744.06	\$ 363,105.94
Contract Amount (auto populated)		\$ 507,850.00	% Expended:	28.50%
Total Expended to Date (auto populated)		\$ 144,744.06	% Remaining:	71.50%
Contract Remaining Balance		\$ 363,105.94		
← Check box if final request.			CHHS Approval:	

Payee Expense Report

Organization:	SNAP	Grant #:	20-46108-29/19HCD2390	City Clerk #:	OPR 201-0787
Prepared By:		Title:		Date:	
Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.					
Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	\$ 90.91	\$ 9.09	\$ 100.00
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Total Current Expenses Requested this Period			\$ -	\$ -	\$ -

Staff Expense Report

Organization:	SNAP	Grant #:	20-46108-29/19HCD2390	City Clerk #:	OPR 2019-0787			
Prepared By:		Title:		Date:				
Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.								
Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
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Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

Housing Assistance Detail Report													
Organization:	SNAP					Grant #:	20-46108-29/19HCD2390				City Clerk #:	OPR 2019-0787	
Prepared By:						Title:					Date:		
HMIS Client ID	Assistance Type (Rent Assistance, Application Fee, Security Deposit, etc.)	Unit and FMR Information				Client Lease Information				Reimbursement Information			
		Property Address	Unit Number	Unit Size	FMR or reasonable rent	Contract Rent	Utility Allow.	Rental Deposit	Gross Rent	Total Tenant Payment	Due from City	Due from Tenant	
Total Billed to City										\$	-		

Housing Assistance Adjustment Report

Organization:	SNAP	Grant #:	20-46108-29/19HCD2390				City Clerk #	OPR 2019-0787	
Prepared By:		Title:					Date:		
Client ID	Unit Address and Number	Reason for Adjustment	Original Billing Period	Original Amount Charged to Grant	Revised Amount Charged to Grant	Difference (Due To)/From Grant	Original Amount Charged to Tenant	Revised Amount Charged to Tenant	Difference (Due To)/From Tenant
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Total Billed to City						\$ -			

Program Income Report					
Organization:	SNAP		Grant #:	20-46108-29/19HCD2390	
City Clerk #:	OPR 2019-0787		Title:		
Prepared By:			Date:		
Please complete the table for ALL expenses paid with Program Income prior to the request for reimbursement of grant funds for the reported period.					
Expense Category (Support Services, Operating Expenses, etc.)	Expense Type (Rent, Maintenance, Furnishings, Case Management etc.)	Amount	Notes		
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Total Expenses Paid with Program Income Requested this Period		\$ -			

Non Profit Insurance Program

CERTIFICATE OF COVERAGE

Issue Date: 05/18/2018

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

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

PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
INSURED	PROPERTY American Alternative Insurance Corporation, et al. MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
Spokane Neighborhood Action Partners 3102 W. Fort George Wright Drive Spokane, WA 99224	
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP	N1-A2-RL-0000013-09	06/01/2018	06/01/2020	PER OCCURRENCE PER MEMBER AGGREGATE PRODUCT-COMP/OP PERSONAL & ADV. INJURY ANNUAL POOL AGGREGATE	\$10,000,000 \$10,000,000 \$10,000,000 \$10,000,000 \$50,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
AUTOMOBILE LIABILITY					
ANY AUTO (LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)	N1-A2-RL-0000013-09	06/01/2018	06/01/2020	COMBINED SINGLE LIMIT ANNUAL POOL AGGREGATE	\$10,000,000 NONE
PROPERTY					
	N1-A2-RL-0000013-09	06/01/2018	06/01/2020	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC ANNUAL POOL AGGREGATE	\$75,000,000 EXCLUDED EXCLUDED NONE
(PROPERTY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
MISCELLANEOUS PROFESSIONAL LIABILITY					
	N1-A3-RL-0000060-09	06/01/2018	06/01/2020	PER CLAIM ANNUAL POOL AGGREGATE	EXCLUDED \$40,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding various funding contracts with the City of Spokane. City of Spokane is named as an Additional Insured regarding this funding only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Spokane, Human Services Division 808 W Spokane Falls Blvd Spokane, WA 99201	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

SCHEDULE

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s)
City of Spokane, Human Services Division 808 W Spokane Falls Blvd Spokane, WA 99201
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[SPOKANE NEIGHBORHOOD ACTION PARTNERS](#)

License Information:

[New search](#) [Back to results](#)

Entity name: SPOKANE NEIGHBORHOOD ACTION PARTNERS

Business name: SPOKANE NEIGHBORHOOD ACTION PARTNERS

Entity type: [Nonprofit Corporation](#)

UBI #: 600-615-613

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3102 W FORT GEORGE WRIGHT DR
SPOKANE WA 99224-5203

Mailing address: 3102 W FORT GEORGE WRIGHT DR
SPOKANE WA 99224-5203

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Minor Work Permit				Active	Sep-30-2020	Oct-03-2012
Spokane Nonprofit Business				Active	Sep-30-2020	Dec-30-2013

Governing People *May include governing people not registered with Secretary of State*

<i>Filter</i>	
1 of 2	
Governing people	Title
BILLIG, ANDY	
DALTON, VICKY	
HEGDE, RAJU	
HOLY, JEFF	
HONEKAMP, JULIE	
ISSERLIS, KEN	
JENSEN, CHAD	
LEPINSKI, LUCY	
LOKE, VERNON	
LYNCH, PATRICK	
MURPHY, MARY	
NAVE, JEFF	
ORMSBY, TIMM	
ROBINSON, BILL	
1 of 2	

Governing People *May include governing people not registered with Secretary of State*

<i>Filter</i>	
1 of 2	
Governing people	Title

STRATTON, KAREN

1 of 2

Registered Trade Names

<i>Filter</i>			
Registered trade names	Status		First issued
SNAP	Active		Dec-04-1991
SPOKANE NEIGHBORHOOD ACTION PARTNERS	Active		Oct-02-2012
SPOKANE NEIGHBORHOOD ACTION PARTNERS 1203 W 5TH	Active		Jul-10-2019
SPOKANE NEIGHBORHOOD ACTION PARTNERS 705 W SECOND	Active		Sep-05-2018
SPOKANE NEIGHBORHOOD ACTION PROGRAMS	Active		Jun-17-1992
SPOKANE NEIGHBORHOOD ACTION PROGRAMS - ADMINISTRATION	Active		Jun-17-1992
SPOKANE NEIGHBORHOOD ACTION PROGRAMS - DOWNTOWN	Active		Jun-17-1992
SPOKANE NEIGHBORHOOD ACTION PROGRAMS - EAST	Active		Jun-17-1992
SPOKANE NEIGHBORHOOD ACTION PROGRAMS - HOMELESS	Active		Jun-17-1992
SPOKANE NEIGHBORHOOD ACTION PROGRAMS - NORTH COUNTY	Active		Jun-17-1992
SPOKANE NEIGHBORHOOD ACTION PROGRAMS - NORTHEAST	Active		Jun-17-1992
SPOKANE NEIGHBORHOOD ACTION PROGRAMS - VALLEY	Active		Jun-17-1992

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/15/2020 8:43:42 AM

Working together to fund Washington's future

**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 &</u>	STOPHER, SALLY	david.mcmullan@kpff.com
		mark.browler@kpff.com

Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	Public Works – Engineering Services
Subject:	Sole source Construction Administration Contract for Post Street Bridge
Date:	1/6/2020
Contact (email & phone):	Mark Serbousek x6154
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (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. <i>“This project meets 50 goals in Chapter 4 of the Comprehensive Plan. Specifically in TR 1-8 and TR 10.”</i>
Strategic Initiative:	PIES - Repurposing of Public Property and Assets to Stimulate Private Investment – Leverage Riverfront Park Investments Urban Experience – Develop and Formalize World Class River Trail System
Deadline:	N/A
Outcome: (deliverables, delivery duties, milestones to meet)	Award of sole source contract – April 2020
Background/History: 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 Engineering Services Department 808 W. Spokane Falls Blvd., Second Floor Spokane, WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
<ul style="list-style-type: none"> • Invoice Date and Invoice Number • Engineering Services Department • Project Coordinator: Mark M. Serbousek (Please do not put name in the address portion of the invoice) • Department Contract No. OPR # _____ • Contract Title: CONSTRUCTION ADMINISTRATION FOR POST STREET BRIDGE PROJECT • Period covered by the invoice • Employee's name and classification • Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked • Total labor costs per Project • Itemization of direct, non-salary costs (per Project, if so allocated)

- 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:

If to the City:	If to the Consultant:
CITY OF SPOKANE Engineering Services Department 808 W. Spokane Falls Blvd., Second Floor Spokane, WA 99201	KPFF CONSULTING ENGINEERS, INC. 1601 Fifth Avenue, Suite 1600 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 or 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, 2nd 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

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

EEO, DBE, Training and Reporting:

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

Preconstruction:

City of Spokane	KPFF	Assumptions
<ul style="list-style-type: none">• Lead pre-construction meeting, send notes to H&LP• Invite WSDOT & Avista to pre-construction meeting• Review Pre-con submittals:<ul style="list-style-type: none">– Request to sublet work– Statement of Intent to pay prevailing wages– Subs Certs for federal projects– Contract Progress schedule– SPCC Plan– Temporary Water Pollution/Erosion Control	<ul style="list-style-type: none">• Attend pre-construction meeting• Assist review of pre-con submittals:<ul style="list-style-type: none">– Contract Progress schedule– SPCC Plan– Temporary Water Pollution/Erosion Control	<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:

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

City of Spokane	KPFF	Assumptions
<ul style="list-style-type: none">• Schedule and Lead Punchlist Walkthrough• Invite WSDOT to site for Final Inspection• Determine Substantial and Physical Completion• Provide to Contractor list of outstanding submittals• Affidavit of Wages Paid• Final Contract Voucher Certificate• Final reports for UDBE, Certified Payroll, Material Acceptance Docs.• Materials Certification• Prepare final records• Collect redline record drawings from contractor• Send final documents to WSDOT<ul style="list-style-type: none">– Completion Letter– Final Billing	<ul style="list-style-type: none">• Attend Punchlist Walkthrough	<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 (Civil)	KPFF (Structural)	Bernardo Wills Architects	GeoEngineers	Murraysmith	Trindera	Total Cost
Task 1	Project Management and Coordination	\$ 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
Task 2	Preconstruction Services	\$ 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
Task 3	Construction Administration	\$ 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
Task 4	Construction Observation	\$ 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
Task 5	Construction Closeout	\$ -	\$ 3,750	\$ -	\$ -	\$ 4,524	\$ -	\$ 8,274
5.1	Punchlist Walkthrough	\$ -	\$ 3,750	\$ -	\$ -	\$ 4,524	\$ -	\$ 8,274
Task 6	Scope Change Contingency	\$ 10,000	\$ 35,000	\$ -	\$ -	\$ 5,000	\$ -	\$ 50,000
Total Labor Cost by Firm		\$ 184,080	\$ 779,465	\$ 12,070	\$ 8,310	\$ 84,116	\$ 4,400	\$ 1,072,441
Reimbursable Costs by Firm		\$ 4,912	\$ 16,708	\$ -	\$ 3,680	\$ 1,612	\$ -	\$ 26,912
Prorated Salary Escalation by Firm		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Cost		\$ 188,992	\$ 796,173	\$ 12,070	\$ 11,990	\$ 85,728	\$ 4,400	\$ 1,099,353

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

04/27/2020

Date Rec'd

4/15/2020

Clerk's File #

RES 2020-0023

Renews #**Cross Ref #**

OPR 2020-0416

Submitting Dept

SOLID WASTE DISPOSAL

Contact Name/Phone

CHRIS AVERYT 625-6540

Project #**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

Bid #

SOLE SOURCE

Agenda Item Type

Resolutions

Requisition #

RE 19458

Agenda Item Name

4490 SOLE SOURCE RESOLUTION AND CONTRACT FOR NERC/FERC COMPLIANCE

Agenda Wording

Sole source resolution and contract with McCoy Power Consultants to provide NERC/FERC Reliability Standards compliance services from 7/1/2020 through 6/30/2025 for an estimated annual cost not to exceed \$95,000.00 including tax. (Sponsor: CP Beggs)

Summary (Background)

All power producers are required to comply with the National Electric Reliability Corporation (NERC) and the Federal Energy Regulatory Commission (FERC) Reliability Standards. Non-compliance can lead to extensive fines, and the City does not have the internal experience to develop, implement and maintain the program. McCoy Power Consultants of Genoa, NV, developed the program currently used. It would require a significant cost to create a new program and open the City up to additional risks.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 95,000.00 Annually # 4490-44100-37148-54201

Select \$ #

Select \$ #

Select \$ #

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

CONKLIN, CHUCK

Study Session\Other

PIES 3/23/20

Division Director

SIMMONS, SCOTT M.

Council Sponsor

Breean Beggs

Finance

ALBIN-MOORE, ANGELA

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Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Sole Source Resolution and Contract for NERC/FERC Compliance Monitoring and Reporting for the WTE
Date:	March 23, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure – Sustainable Resources
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the sole source resolution in order to remain in compliance with the NERC/FERC Reliability Standards.
Background/History: <p>All power producers are required to be in compliance with the National Electric Reliability Corporation (NERC) and the Federal Energy Regulatory Commission (FERC) Reliability Standards. Non-compliance with these standards can lead to extensive fines, and the City does not have the internal experience to develop, implement and maintain the program necessary for compliance with these standards.</p> <p>McCoy Power Consultants developed the compliance program currently used at the Waste to Energy Facility to ensure compliance with these standards. If the City were to make any changes, it would require a significant cost for a new vendor to create a new program and would expose the City to the risk of errors due to unfamiliarity with our processes and regulations.</p> <p>The sole source resolution and resulting contract would be for five (5) years running from July 1, 2020 through June 30, 2025 and will cost approximately \$95,000.00 annually.</p>	
Executive Summary: <ul style="list-style-type: none"> Sole source resolution and contract with McCoy Power Consultants to provide NERC/FERC Reliability Standards compliance services. Term to begin on July 1, 2020 and run through June 30, 2025. Annual cost for these services is \$95,000.00. Approval of the sole source resolution and contract would keep the City from incurring significant additional costs and reduce the additional risk of non-compliance. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

SOLE SOURCE RESOLUTION NO. 2020-0023

A Sole Source Resolution declaring McCoy Power Consultants (MPC) a sole source consultant and thus authorizing the Waste To Energy Facility (WTEF) to directly enter into contract with MPC in lieu of public bidding for maintaining annual compliance with the NERC/FERC Reliability Standards for a period of five (5) years.

WHEREAS, the City must without interruption maintain compliance with the many laws, standards and regulations that govern the WTEF; and

WHEREAS, the WTE Facility must be in compliance with numerous National Electric Reliability Corporation (NERC) "Reliability Standards" such as NERC/FERC; and

WHEREAS, non-compliance with these "Reliability Standards" can lead to fines in excess of tens to hundreds of thousands of dollars; and

WHEREAS, the City does not have the internal experience to develop, implement and maintain the program necessary for compliance with these Reliability Standards; and

WHEREAS, MPC has unique experience with the application and implementation of the NERC reliability standards; and

WHEREAS, the City previously hired MPC to conduct a compliance gap analysis, which revealed non-compliance with many of the Reliability Standards, thus the City hired MPC to rewrite the complete compliance program and procedures and bring the City into full compliance; and

WHEREAS, the owner of MPC and other principal consultants at MPC work for and developed the compliance monitoring standards and methods used by the current auditing organization; and

WHEREAS, the current program the WTEF has implemented is based on MPC programs and templates; and

WHEREAS, the WTEF has been very successful using the MPC programs and templates, passing several audits, spot checks and annual self-certification requirements with no compliance violations ever being found; and

WHEREAS, the cost of McCoy Power Consultants exceeds the 2020 procurement threshold of \$50,000; and

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares McCoy Power Consultants sole source and authorizes staff to contract with McCoy Power Consultants in lieu of public bidding for maintaining compliance of the NERC/FERC Reliability Standards at the WTEF for a period of five (5) year without further City Council action at an estimated cost of \$90,000.00 each year.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:



Assistant City Attorney



CITY OF
SPOKANE
808 W Spokane
Falls Blvd
Spokane WA
99201

SOLE SOURCE JUSTIFICATION

Description of Product/Service: Consulting services and compliance program development for NERC/FERC Reliability

Requisition Number: _____

Estimated amount of this purchase: \$ 100,000

Contract Period 7/1/20-7/1/25

Department: SWD Contact Person: Chris Averyt Phone: (509) 625-6540

Due Date: 6/1/20 Work must be completed by: 6/30/20

Date Material/Equipment/Supplies must be delivered by: N/A

Location: _____

Date Service must begin by: 7/1/20

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

As an electrical generator, the Waste to Energy Facility is required to meet a variety of standards and regulations at the local, regional, and federal level. Due to the complexity of these programs and the fact that the City does not have the in-house expertise to manage the needed programs, McCoy Power Consultants was contracted to develop and maintain the NERC/FERC/WECC Compliance Program at the Waste to Energy Facility to help us meet this lengthy list of standards. As such, they have an intimate knowledge and understanding of our process, the electrical grid and interconnections in the area, and the standards that apply to this facility. If a change is made, we not only risk a new consultant making errors due to unfamiliarity with our processes and regulations, but will need to provide a new compliance program instead of maintaining our current program, create new training programs, and resubmit many of our programs for approval due to the change in consultant at an unneeded cost to the City for the work to change and update these programs. This program was previously approved for Sole Source Justification in 2016.


Requested Vendor: McCoy Power Consultants

Vendor's Address: PO Box 530 Genoa Nevada 89411

Vendor Contact: Steve McCoy Phone: (775) 782-6901

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.



Signature of Requestor
(must be an authorized Department Buyer)

1-27-20

Date



Signature of Department Head or Designee

3-3-20

Date



Approval by Purchasing (Over \$50,000)

2-6-20

Date

Approval by Grants Management
(Required for grant funded purchases)

Date



City of Spokane
CONSULTANT AGREEMENT
Title: NERC/FERC RELIABILITY
STANDARDS MONITORING

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McCOY POWER CONSULTANTS, INC.**, whose address is PO Box 530, Genoa NV 89411 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to for NERC/FERC RELIABILITY STANDARDS MONITORING; and

WHEREAS, the Consultant has been deemed a Sole Source provider.

-- 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 July 1, 2020, and ends on June 30, 2025, 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 Exhibit B, Consultant's Scope of Work dated March 16, 2020, which is attached to 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 annual compensation for Consultant's services under this Agreement shall be a maximum amount not exceed **NINETY FIVE THOUSAND AND NO/100 DOLLARS (\$95,000.00)**, per year, 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 Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. **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 subconsultant.
- 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. 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.

8. 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.

9. 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 Consultants do not have to be certified by the State of Washington.

10. 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.

11. INSURANCE.

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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.**

22. 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.

23. 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 subconsultant 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.

24. 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.

25. 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.

McCOY POWER CONSULTANTS, 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 - Consultant's Scope of Work dated March 16, 2020

20-050

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

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: 4/13/2020

Type of expenditure: Goods ☐ Services ☒

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$95,000.00 annually

Funding Source: 4490 SWD Budget- 4490-44100-37148-54201

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

Why is this expenditure necessary now?

All power producers are required to be in compliance with the National Electric Reliability Corporation (NERC) and the Federal Energy Regulatory Commission (FERC) Reliability Standards. This sole source agreement will provide the regulatory monitoring and compliance for these standards.

What are the impacts if expenses are deferred?

Non-compliance with these standards can lead to extensive fines.

What alternative resources have been considered?

McCoy Power Consultants developed the compliance program currently used at the Waste to Energy Facility to ensure compliance with these standards. If the City were to make any changes, it would require a significant cost for a new vendor to create a new program and would expose the City to the risk of errors due to unfamiliarity with our processes and regulations.

Description of the goods or service and any additional information?

This is for a 5-year sole source resolution/agreement with McCoy Power Consultants for NERC/FERC compliance monitoring and reporting for the Waste to Energy Facility. It is an annual reoccurring expenditure that has been included in the 2020 budget.

Person Submitting Form/Contact: Michelle Dorgan X6555

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

Wes Crago

9C36E3376992442...



Agenda Sheet for City Council Meeting of:
04/27/2020

<u>Date Rec'd</u>	3/24/2020
<u>Clerk's File #</u>	RES 2020-0024
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2020-0417
<u>Project #</u>	
<u>Bid #</u>	SOLE SOURCE
<u>Requisition #</u>	RE 19484
<u>Agenda Item Name</u>	4490 SOLE SOURCE RESOLUTION AND CONTRACT WITH DRESSER RAND

Agenda Wording

Sole source resolution and five (5) year contract with Dresser Rand Company for maintenance, service and supplies for the turbine generator at the WTE from March 1, 2020 through February 28, 2025 for an estimated annual cost of \$100,000.00 excl. tax.

Summary (Background)

The turbine generator is an integral part of the 24hr/7 day a week operations at the WTE. Dresser Rand Company of Seattle, WA is the OEM of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information for the maintenance, service and product supplies necessary for it's operation. A sole source resolution and contract for five (5) years is being requested in order to keep the turbine generator operational.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	

Expense	\$ 100,000.00 annually	# 4490-44100-37148-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	CONKLIN, CHUCK
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	ORMSBY, MICHAEL

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA

Council Notifications

<u>Study Session\Other</u>	PIES 3/23
<u>Council Sponsor</u>	Breean Beggs
<u>Distribution List</u>	
	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
	tprince@spokanecity.org
	rrinderle@spokanecity.org
	caverty@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Sole Source Resolution and Contract for Turbine Generator Repairs and Maintenance at the WTE.
Date:	March 23, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure – Sustainability; Sustainable Resources-Sustainable Practices
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for the sole source resolution and contract, without which the WTE Facility would be unable to keep the Turbine Generator running and producing electricity.
Background/History: The turbine generator is an integral part of the 24hr/7 day a week operations. If it were to break down and maintenance/parts were not readily available, the City would lose revenue from power generation and incur additional costs in the form of purchased power. Dresser Rand Company of Seattle, WA is the OEM of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information for the maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE facility. A sole source resolution and contract for five (5) years is being requested in order to keep the turbine generator operational. The estimated annual cost for these services should not exceed \$100,000.00 for a total cost of \$500,000.00 for the life of the contract from March 1, 2020 through February 28, 2025.	
Executive Summary: <ul style="list-style-type: none"> Sole Source Resolution and Contract with Dresser Rand Company for maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE Facility. Estimated annual cost of \$100,000.00. The term of this contract is March 1, 2020 through February 28, 2025. The WTE Facility is unable to produce electricity without the turbine generator and will lose revenue and increase costs due to purchasing power instead of producing it.. Dresser Rand is the original equipment manufacturer. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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: 4/13/2020

Type of expenditure: Goods ☐ Services ☒

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: 100,000.00 annually

Funding Source: 4490 SWD Budget - 4490-44100-37148-54803-3.

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

Why is this expenditure necessary now?

This is an as-needed service contract for the turbine generator at the waste to energy facility in the event that it breaks down or requires maintenance. Without the OEM available to service this equipment, the plant would no longer be able to produce power.

What are the impacts if expenses are deferred?

In the event of a turbine generator failure, the City would lose revenue from power generation and incur additional costs in the form of purchased power to operate the waste to energy facility.

What alternative resources have been considered?

Dresser Rand Company of Seattle, WA is the OEM of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information for the maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE facility.

Description of the goods or service and any additional information?

Sole Source Resolution/Agreement for the maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823. This will be a five (5) year agreement with an estimated cost not to exceed \$100,000.00 annually.

Person Submitting Form/Contact: Michelle Dorgan x6555

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

Wes Crago

9C36E3376992442...



CITY OF
SPOKANE
808 W Spokane
Falls Blvd
Spokane WA
99201

SOLE SOURCE JUSTIFICATION

Description of Product/Service: Parts, Maintenance, and Service of Condensing Steam Turbine Generator Drive Pac

Requisition Number: _____

Estimated amount of this purchase: \$ 100,000 annually, excluding taxes

Contract Period 2/1/2020-1/31/2024

Department: Solid Waste Disposal Contact Person: Chris Averyt Phone: (509) 625-6540

Due Date: 2/1/2020 Work must be completed by: As needed

Date Material/Equipment/Supplies must be delivered by: As needed

Location: City of Spokane Waste to Energy

Date Service must begin by: 2/1/2020

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

Dresser Rand is the OEM of the turbine/generator at the Waste to Energy facility. We are unable to share drawings due to City procurement policy, therefore other vendors cannot supply needed parts or have access to the technical specifications to perform repairs to spec.

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

They are the OEM of a proprietary piece of equipment. They have not released the use of their drawings to outside parties, therefore a competitor cannot bid on needed parts or have the information needed to provide repairs to manufacturers specifications.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

Yes, this will obligate us to this vendor to procure parts and perform service.

4. Explain why the price for this product or service is considered to be fair and reasonable.

They are the only company that can provide this service so have not been able to obtain a cost comparison from other vendors.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

N/A

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

If the turbine/generator were to go down at the Waste to Energy facility and we do not have a means of procuring parts or repair services, we would incur an estimated cost of \$3,600/day in the purchase of electricity to power the plant as well as lose an estimated \$20,000/day in electrical revenue.

Requested Vendor: Dresser Rand
Vendor's Address: 225 S Lucile Street Seattle, WA 98108
Vendor Contact: Jana Nythruva Phone: 206-762-7660

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

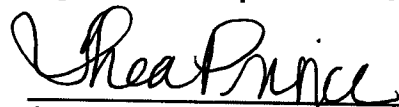
My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.


Signature of Requestor
(must be an authorized Department Buyer)

11-5-19
Date


Signature of Department Head or Designee

11-5-19
Date


Approval by Purchasing (Over \$50,000)

3/3/20
Date

Approval by Grants Management
(Required for grant funded purchases)

Date

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Dresser Rand Company (Seattle, WA) a sole-source provider and authorizing the City to enter into a value blanket order for the maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823 for a five (5) year period – approximately \$100,000.00 annually without public bidding.

WHEREAS, The Waste to Energy Facility is a 24 hr/7 day a week facility and if something goes wrong with the Turbine, immediate services will be needed; and

WHEREAS, Dresser Rand Company possesses the design, fabrication and manufacturing information required to supply such maintenance, service and parts to this Turbine; and

WHEREAS, Dresser Rand Company can readily respond to maintenance requests for the Turbine. The Turbine is an integral part of the 24 hr/7 day a week operation of the Waste to Energy Facility and an interruption in service would likely cause an outage if it were to break down and maintenance/parts not be readily available; and

WHEREAS, the cost of the products and services exceeds the 2020 public bid limit of \$50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of the maintenance, service and parts for the Condensing Steam Turbine Generator Drive Package a sole-source purchase through Dresser Rand Company, Inc.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) year value blanket order for the maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823 - \$500,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



City of Spokane

PUBLIC WORKS CONTRACT

**Title: MAINTENANCE SERVICE AND
SUPPLIES FOR TURBINE GENERATOR**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DRESSER RAND COMPANY**, whose address is 225 Lucile Street, Seattle, Washington 98108 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823. Contractor has been deemed a Sole Source Provider.

2. CONTRACT DOCUMENTS.

The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TERM.

The term of this Contract begins on March 1, 2020, and ends on February 28, 2025, unless amended by written agreement or terminated earlier under the provisions.

4. TERMINATION.

Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. COMPENSATION/PAYMENT.

A. COMPENSATION. Total annual compensation for Contractor's services under this various use, as needed Contract shall be a maximum amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, per year, excluding sales tax if applicable, in accordance with Contractor's Rate Sheet, attached as Exhibit B, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this under this various use, as needed Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this

Contract.

B. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **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.

6. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. RETAINAGE IN LIEU OF BOND. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

9. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

10. INSURANCE. During the period of the Contract, the Contractor 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 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 Contract. It shall provide that

the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; 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; and

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) 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.

11. INDEMNIFICATION. The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor 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.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors

regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

14. **NONDISCRIMINATION.** 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 Contract 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. The Contractor 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 Contractor.

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. 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.

17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.
19. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.
20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
21. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
22. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
23. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
24. BUSINESS REGISTRATION REQUIREMENT. 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 Contractor 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.
25. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
28. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1)

acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

29. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor 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 Contractor's employment, the Contractor 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 Contractor from its obligations under this Contract.

DRESSER RAND COMPANY

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 that are part of this Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Contractor's Rate Sheet

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)

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

04/27/2020

<u>Date Rec'd</u>	4/16/2020
<u>Clerk's File #</u>	RES 2020-0025
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	OPR 2020-0391
Contact Name/Phone	MARK 625-6154	Project #	2017105
Contact E-Mail	MMSERBOUSEK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	CR21624
Agenda Item Name	0370 RESOLUTION FOR SOLE SOURC AND CONTRACT FOR CONSTRUCTION		

Agenda Wording

Resolution for Sole Source and Contract Administration for the Post Street Bridge Project with KPFF.

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> PIES 1/6/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
<u>Legal</u>	DALTON, PAT	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		kgoodman@spokanecity.org
<u>Purchasing</u>		htrautman@spokanecity.org
<u>GRANTS &</u>	STOPHER, SALLY	aduffey@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	Public Works – Engineering Services
Subject:	Sole source Construction Administration Contract for Post Street Bridge
Date:	1/6/2020
Contact (email & phone):	Mark Serbousek x6154
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (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. <i>“This project meets 50 goals in Chapter 4 of the Comprehensive Plan. Specifically in TR 1-8 and TR 10.”</i>
Strategic Initiative:	PIES - Repurposing of Public Property and Assets to Stimulate Private Investment – Leverage Riverfront Park Investments Urban Experience – Develop and Formalize World Class River Trail System
Deadline:	N/A
Outcome: (deliverables, delivery duties, milestones to meet)	Award of sole source contract – April 2020
Background/History: 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: 4/07/2020

Type of expenditure: Goods ☐ Services ☒

Department: Public Works

Approving Supervisor: Kyle Twohig

Amount of Proposed Expenditure: \$1,200,000.00

Funding Source: City Utility Funds, budget code 3200-95104-9530

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

Why is this expenditure necessary now?

The city needs KPFF Consulting to assist in the construction of the Post St. Bridge in providing technical support.

What are the impacts if expenses are deferred?

This could lead to additional costs to the project by not providing the appropriate technical/structural support needed for review of structural documents and possible design modifications/clarity.

What alternative resources have been considered?

KPFF is the design engineer of record for this project and has the full understanding of the project. No other design firm would have this without adding additional fee for analogizing the project in more depth. therefore no other resource has been considered.

Description of the goods or service and any additional information?

KPFF Consulting will be providing Construction Administration for the construction of the Post St. Bridge Project.

Person Submitting Form/Contact: Mark Serbousek

FINANCE SIGNATURE:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

Wes Crago

9C36E3376992442...

SOLE SOURCE RESOLUTION

A RESOLUTION declaring KPFF Engineering a sole source provider and authorizing the expenditure of approximately \$1,210,000 for construction administration of the Post Street Bridge.

WHEREAS, the City of Spokane has been under contract with KPFF for the design of the Post Street Bridge for the last one and a half years; and

WHEREAS, the design phase is concluding and the City is preparing for the construction phase of the project. During the construction phase the City needs the assistance of a structural consulting firm to provide engineering expertise for construction issues, design clarifications, and possible construction changes; and

WHEREAS, if KPFF is not selected as the sole source provider, the City will have to seek bids, and KPFF will be precluded from participating in the bid process since they are the designer of record; and

WHEREAS, KPFF has intimate knowledge of the design and possession of all design calculations in the event any changes are requested by the contractor; and

WHEREAS, any other consultant hired by the City would have to spend a considerable amount of time familiarizing themselves with the project likely increasing cost, delaying construction, and lengthening duration of the project; and

WHEREAS, it is in the best interests of the City and the citizens to sole source the construction administration to KPFF to keep costs reasonable and construction timely; and

WHEREAS, the City has worked closely with KPFF on the cost for its services and the costs will be negotiated to meet the needs of the City

--Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares KPFF a sole source provider for construction administration of the Post Street Bridge;

BE IT FURTHER RESOLVED that the City Council authorizes the execution of a contract with KPFF for approximately \$1,210,000 without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



**CITY OF
SPOKANE**
808 W Spokane
Falls Blvd
Spokane WA
99201

SOLE SOURCE JUSTIFICATION

Description of Product/Service: Construction Administration for Post St. Bridge

Requisition Number: _____

Estimated amount of this purchase: \$ 500,000 Estimate to be Negotiated

Contract Period March 1, 2020 through December 31, 2021

Department: Engineering Services Contact Person: Mark Serbousek Phone: (509) 625-6154

Due Date: _____ Work must be completed by: _____

Date Material/Equipment/Supplies must be delivered by: _____

Location: _____

Date Service must begin by: March 15, 2020

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

The City of Spokane has been under contract with KPFF for the design of the Post St. Bridge Project for the last 1 ½ years to design the new Post St. 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.

2. **Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)**

KPFF has been the design firm of record for the design and bid documents. This means that KPFF has an intimate understanding of the design and project. Any other design firm would basically have to start at the beginning to get a thorough understanding of the project, which would take more time and increase the construction administration cost.

3. **Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?**

This contract is only for this bridge project.

4. **Explain why the price for this product or service is considered to be fair and reasonable.**

The city has worked closely with KPFF on their cost for services and will negotiate this cost to a point that it meets the needs of the city

5. **Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.**

The city and KPFF will aggressively review the scope of work to be performed and the cost associated with this work.

6. **Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.**

By not going with the sole source process the city will pay an additional fee for another consultant to get up to speed on the design and possibly add delay the project for this to occur.

Requested Vendor: KPFF Engineering
Vendor's Address: 1601 Fifth Avenue, Suite 1600, Seattle, WA 98101
Vendor Contact: David McMullen Phone: (206) 622-5822

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.



Signature of Requestor
(must be an authorized Department Buyer)

1-4-20

Date



Signature of Department Head or Designee

1-6-20

Date



Approval by Purchasing (Over \$50,000)

1-7-20

Date

No grant funds may be used

Approval by Grants Management
(Required for grant funded purchases)

1/7/20

Date



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

- 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:

If to the City:	If to the Consultant:
CITY OF SPOKANE Engineering Services Department 808 W. Spokane Falls Blvd., Second Floor Spokane, WA 99201	KPFF CONSULTING ENGINEERS, INC. 1601 Fifth Avenue, Suite 1600 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, 2nd 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

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

EEO, DBE, Training and Reporting:

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

Preconstruction:

City of Spokane	KPFF	Assumptions
<ul style="list-style-type: none">• Lead pre-construction meeting, send notes to H&LP• Invite WSDOT & Avista to pre-construction meeting• Review Pre-con submittals:<ul style="list-style-type: none">– Request to sublet work– Statement of Intent to pay prevailing wages– Subs Certs for federal projects– Contract Progress schedule– SPCC Plan– Temporary Water Pollution/Erosion Control	<ul style="list-style-type: none">• Attend pre-construction meeting• Assist review of pre-con submittals:<ul style="list-style-type: none">– Contract Progress schedule– SPCC Plan– Temporary Water Pollution/Erosion Control	<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:

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

City of Spokane	KPFF	Assumptions
<ul style="list-style-type: none">• Schedule and Lead Punchlist Walkthrough• Invite WSDOT to site for Final Inspection• Determine Substantial and Physical Completion• Provide to Contractor list of outstanding submittals• Affidavit of Wages Paid• Final Contract Voucher Certificate• Final reports for UDBE, Certified Payroll, Material Acceptance Docs.• Materials Certification• Prepare final records• Collect redline record drawings from contractor• Send final documents to WSDOT<ul style="list-style-type: none">– Completion Letter– Final Billing	<ul style="list-style-type: none">• Attend Punchlist Walkthrough	<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 (Civil)	KPFF (Structural)	Bernardo Wills Architects	GeoEngineers	Murraysmith	Trindera	Total Cost
Task 1	Project Management and Coordination	\$ 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
Task 2	Preconstruction Services	\$ 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
Task 3	Construction Administration	\$ 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
Task 4	Construction Observation	\$ 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
Task 5	Construction Closeout	\$ -	\$ 3,750	\$ -	\$ -	\$ 4,524	\$ -	\$ 8,274
5.1	Punchlist Walkthrough	\$ -	\$ 3,750	\$ -	\$ -	\$ 4,524	\$ -	\$ 8,274
Task 6	Scope Change Contingency	\$ 10,000	\$ 35,000	\$ -	\$ -	\$ 5,000	\$ -	\$ 50,000
Total Labor Cost by Firm		\$ 184,080	\$ 779,465	\$ 12,070	\$ 8,310	\$ 84,116	\$ 4,400	\$ 1,072,441
Reimbursable Costs by Firm		\$ 4,912	\$ 16,708	\$ -	\$ 3,680	\$ 1,612	\$ -	\$ 26,912
Prorated Salary Escalation by Firm		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Cost		\$ 188,992	\$ 796,173	\$ 12,070	\$ 11,990	\$ 85,728	\$ 4,400	\$ 1,099,353