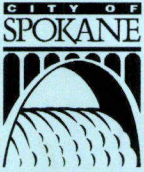


RECEIVED

MAR 26 2019

OPR # 2019-0209
Cross Ref 2018161/GCB3090
Destruct Date _____
Clerk's Dist. _____



City of Spokane

Minor Contract Summary

Incomplete submissions will be returned to the Department until all requirements are met.
(Summary to be printed on blue paper)

Department Name Integrated Capital Management
Department Project # 2018161 - Maple Street Gateway

New Contract
CR # _____
Date: March 5, 2019

Contractor/Consultant

Name: Washington State Department of Transportation (WSDOT)
Address: 2714 N. Mayfair St. Remittance Address: _____
City, State, Zip: Spokane, WA 99207-2050 City, State, Zip: _____

Summary of Services

Interlocal Agreement between the City of Spokane and the Washington State Department of Transportation for the design of gateway improvements in the vicinity of I-90 Maple terminus, 4th Avenue between Lincoln and Wall Streets and the 4th Avenue Living Wall in conjunction with the Maple Street Gateway Project.

Amount: \$10,000.00 Budget Code: 3200-49129-99999-33776-86030
Maximum Amount: _____
Beginning Date: March 11, 2019 Expiration Date: September 30, 2022 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (attach to the contract)
- City Business Registration (attach verification that a current business license number exists)
- If Public Works Contract, Contractor has been notified of State Law requirements.
- Grant Related (if the contract is grant related, the Grants Management Department must sign below)
- Vendor is already set up for ACH payments or the *Accounts Payable Vendor ACH Enrollment Form* has been submitted to Accounting. Do not attach ACH form to the contract documents.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: *Janae Gray Perkins*
 Funds are available in the appropriate budget account
 Accountant: *Nick Bolinger* Signature Date: 3/6/2019
 Department Head: *Katherine Miller* Signature Date: 3-6-19
 Other: _____ Signature Date: _____
 Grants Mgt. (if applicable): _____ Signature Date: _____

Distribution List

Contractor E-mail: _____ Contract Accounting : mdoval@spokanecity.org
 Dept. Contact E-mail: eraea@spokanecity.org Taxes and Licenses _____
elester@spokanecity.org _____

GCB 3090 INTERLOCAL AGREEMENT

This Interlocal Agreement (Agreement) is entered into between the City Spokane, a political subdivision of the State of Washington, hereinafter referred to as "Local Agency," and Washington State Department of Transportation, hereinafter referred to as "WSDOT," hereinafter to be referred to individually as the "Party" and collectively as the "Parties."

Recitals

- A. The Local Agency desires to design gateway improvements as defined in Exhibit A, Project Scope and Overview (Exhibit A) in the vicinity of I-90 Maple terminus, and 4th Avenue between Lincoln and Wall Street's in the areas shown on Exhibit B, Maple Street Gateway and 4th Avenue Living Wall (Exhibit B) hereinafter referred to as the "Project."

Now Therefore, pursuant to the provisions of RCW Chapter 39.34, the Interlocal Cooperation Act and to the above recitals and Exhibits A and B that are incorporated herein as if fully set forth below and in consideration of the terms, conditions, covenants and performances contained in or attached hereto and by this reference made a part of this Agreement.

It Is Mutually Agreed As Follows:

1. Pre-Construction Provisions
 - 1.1 The plans, specifications, and special provisions (Project Documents) are to be prepared in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, 2018 edition, and amendments thereto (2018 Standard Specifications), and the Washington State Department of Transportation Design Manual, M 22-01, current version, unless otherwise noted.
2. WSDOT Funding Commitments and Payments
 - 2.1 Both Parties benefit by this Project and WSDOT has agreed to participate with a one-time lump sum contribution, paid to the Local Agency following the execution of this Agreement upon receipt of an invoice generated by the Local Agency and sent to WSDOT for their contribution in the amount of Ten Thousand Dollars (\$10,000).
 - 2.2 The Local Agency agrees to pay all costs in excess of \$10,000 necessary to complete the Project.
 - 2.3 WSDOT will require the Local Agency to submit a summary report at the close of the Project detailing what was delivered.

3. Term

3.1 Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Project is completed and all Local Agency obligations for payment have been met, unless otherwise terminated pursuant to Section 7.

4. Legal Relations

4.1 It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture, agent-principal relationship or partnership is formed as result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.

5. Applicable Laws Venues

5.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court in the State of Washington. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs. The Local Agency agrees that it shall accept personal service of process by Certified U.S. Mail or overnight mail delivery directed to the Local Agency. If service cannot be completed in this manner, the Local Agency designates the Secretary of State of Washington as agent for the purpose of personal service of process.

6. Amendments

6.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7. Termination

7.1 Neither WSDOT nor the Local Agency may terminate this Agreement without the written concurrence of the other Party.

7.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. Disputes Resolution

8.1 The Parties agree that any and all disputes, claims and controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by both Parties for mediation pursuant to Section 8.2 below.

8.2 Mediation.

Either Party may commence mediation by providing the other Party with a written request for mediation, setting forth the matter in dispute and the relief requested. The Parties agree to cooperate with one another in the selection of a mediation service and scheduling of the mediation proceedings. The Parties agree to participate in the mediation in good faith. If the Parties do not agree on a mediation service to conduct the mediation, the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. All offers, promises, conduct and statements, whether written or oral, made in the course of mediation are confidential, privileged, and/or inadmissible for any purpose in any litigation or arbitration of the dispute; provided, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation.

9. Indemnification and Hold Harmless

9.1 The Local Agency agrees to defend, indemnify, and hold harmless WSDOT, including its officers, employees, and agents, from any and all claims, demands, losses, and/or liabilities to or by third parties arising from, resulting from, or connected with, acts or omissions performed or to be performed under this Agreement by the Local Agency, its agents, employees, contractors, subcontractors, consultants, and suppliers of any tier, including acts or omissions of Local Agency's invitees and licensees, to the fullest extent permitted by law and subject to the limitations provided below.

9.1.1 The Local Agency's duty to defend and indemnify WSDOT, including its officers, employees, and agents, shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of WSDOT, including its officers, employees, and agents. The Local Agency's duty to defend and indemnify WSDOT, including its officers, employees, and agents, for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) WSDOT, including its officers, employees, and agents, and (b) the Local Agency, its employees, contractors, subcontractors, and suppliers of any tier, and invitees and licensees, shall apply only to the extent of negligence of the Local Agency, its agents, employees, contractors, subcontractors, and suppliers of any tier, invitees and licensees.

9.1.2 The Local Agency specifically and expressly and by mutual agreement waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided, the Local Agency's waiver of immunity by the provisions of this Section extends only to claims against the Local Agency by WSDOT, and does not include,

or extend to, any claims by the Local Agency's employees directly against the Local Agency.

9.2 WSDOT agrees to defend, indemnify, and hold harmless the Local Agency, including its officers, employees, and agents, from any and all claims, demands, losses, and/or liabilities to or by third parties arising from, resulting from, or connected with, acts or omissions performed or to be performed under this Agreement by WSDOT, its agents, employees, contractors, subcontractors, consultants, and suppliers of any tier, including acts or omissions of WSDOT's invitees and licensees, to the fullest extent permitted by law and subject to the limitations provided below.

9.2.1 WSDOT's duty to defend and indemnify the Local Agency, including its officers, employees, and agents, shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Local Agency, including its officers, employees, and agents. WSDOT's duty to defend and indemnify the Local Agency, including its officers, employees, and agents, for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the Local Agency, including its officers, employees, and agents, and (b) WSDOT, its employees, contractors, subcontractors, and suppliers of any tier, and invitees and licensees, shall apply only to the extent of negligence of WSDOT, its agents, employees, contractors, subcontractors, and suppliers of any tier, invitees and licensees.



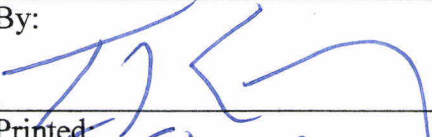
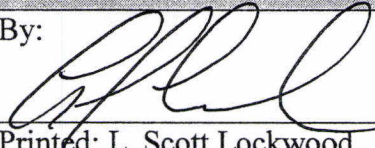
9.2.2 WSDOT specifically and expressly and by mutual agreement waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided, WSDOT's waiver of immunity by the provisions of this Section extends only to claims against WSDOT by the Local Agency, and does not include, or extend to, any claims by WSDOT's employees directly against WSDOT.

9.3 This indemnification and waiver shall survive the termination of this Agreement.

The remainder of this page intentionally left blank.

10. Signatures

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party's date signed last below.

CITY OF SPOKANE	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By:	By: 
Printed: 	Printed: Mike Gribner, P.E.
Title: CITY ADMINISTRATOR	Title: Regional Administrator
Date: 5/8/19	Date: 3/24/19
APPROVED AS TO FORM	APPROVED AS TO FORM
By: 	By: 
Printed: Tim LAMBOLAN	Printed: L. Scott Lockwood
Title: ASSISTANT CITY ATTORNEY	Title: Assistant Attorney General
Date: 3/7/17	Date: 2/11/2019

Attest:


Spokane City Clerk



GCB 3090
Exhibit A
Project Overview and Scope

1.0 Project Objectives

- 1.1 Objective 1: Gateway aesthetic enhancements.
- 1.2 Objective 2: Reduce homeless congregation and illicit activities.
- 1.3 Objective 3: Enhance pedestrian safety.

2.0 Scope

The scope of the project includes the activities listed below in order of inclusion based on available funding, city council expectation, and Federal Highway Administration (FHWA) / WSDOT approval for improvements in WSDOT right of way. See project design concepts (dated July 30, 2018) including the document's "Kit of Parts" for design element conceptions. All proposed work shall be focused on landscape improvements behind the existing curb line and will not involve any street improvement work. Below are the project scoping elements, listed in order of precedence.

2.1 4th Avenue between Lincoln Street and Wall Street:

- 2.1.1 Remove existing parking meter posts; prep soil and provide irrigation system for proposed "living wall" planting system along the 1-90 viaduct retaining wall on the north side of 4th Avenue between Lincoln and Wall streets;
- 2.1.2 Construct a 'living wall' on the existing I-90 viaduct retaining wall on the north side of 4th Avenue between Lincoln Street and Wall Street using approved WSDOT trellis system, and appropriate vining plants. Coordinate with Dave Steele and Jeff Perry on appropriate vine species to incorporate. Work to include an irrigation system;
- 2.1.3 Install basalt rock over new heavy duty filter fabric to serve as a weed block.

2.2 Maple Street between 4th Avenue and 5th Avenue:

- 2.2.1 Cut and remove existing concrete sidewalk/plaza for proposed rock taper and plant landscape area(s);
- 2.2.2 Place basalt rock at locations to discourage pedestrian travel and loitering;
- 2.2.3 Place basalt rock between existing cinder block wall and chain link fence to discourage loitering;
- 2.2.4 Plant appropriate shrubbery and trees in new designated planting areas. Work to include an irrigation system;
- 2.2.5 Construct an attractive screen wall system (i.e. Cor-Ten) on east side of Maple Street under the viaduct.
- 2.2.6 Install metal (i.e. stainless steel) lettering with appropriate art-messaging (i.e. Welcome to Spokane)
- 2.2.7 Install accent lighting (i.e. up cast, or behind lettering) as part of the art-messaging. Lighting to be standard white light with on/off functionality.

- 2.2.8 Install downcast lighting on west side of Maple Street under the viaduct. Utilize existing lighting units for power connection. Lighting shall be standard white light with on/off functionality.
 - 2.2.9 Remove non-service sidewalk on east side of Maple Street north of the I-90 viaduct and include landscape material to discourage pedestrian passage along this route.
- 2.3 Due to budgetary constraints the following elements of work are *not* included in the scope of the project and shall not be considered:
- 2.3.1 Full width pavement reconstruction within the project limits.
 - 2.3.2 Signal replacement / upgrade at Maple Street and 5th Avenue will not be part of the project.
 - 2.3.3 Removal of existing cinder block wall under viaduct.

Maple Street Gateway and 4th Avenue Living Wall

GCB 3090
EXHIBIT B
PAGE 1 OF 1

Legend

- Landscaping Work
- Living Wall

Date: 8/29/2018

Wall
Post



0 125 250 500 Feet
THIS IS NOT A LEGAL DOCUMENT.
This information should not be used to make any decisions.
The information shown on this map is compiled from
public records and is subject to constant revision.
Information shown on this map should not be used to
determine the location of utilities or other
subsurface features. See the City of Spokane
for more information.



City of Spokane