

	Agenda Sheet for City Council Meeting of:		Date Rec'd	10/21/2020
	11/02/2020		Clerk's File #	OPR 2020-0787
			Renews #	
Submitting Dept	CITY ATTORNEY		Cross Ref #	
Contact Name/Phone	MIKE ORMSBY	6287	Project #	2020098
Contact E-Mail	MORMSBY@SPOKANECITY.ORG		Bid #	
Agenda Item Type	Contract Item		Requisition #	
Agenda Item Name	INTERLOCAL AGREEMENT WITH SPOKANE PUBLIC SCHOOLS FOR ENGINEERING OFFICE			

Agenda Wording

Interlocal Agreement between the City of Spokane and Spokane School District No. 81 for the Engineering Construction Management Office Relocation Project

Summary (Background)

This Agreement involves a collaboration between the City and SPS for the Engineering Construction Management Offices relocation project. The Project involves the relocation of the City's Engineering Construction Management Offices to the City's existing Fleet building. The Project includes construction of new office space within the building shell of the Fleet building in order to accommodate Engineering Construction Management staff and Water Department staff. City will pay SPS for the work.

Fiscal Impact

Grant related? NO
Public Works? NO

Budget Account

Expense	\$ 1,500,000.00	# 5901-79220-94000-56301-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Dept Head	PICCOLO, MIKE
Division Director	
Finance	HUGHES, MICHELLE
Legal	PICCOLO, MIKE
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	10/26/20
Council Sponsor	C.P. Beggs

Additional Approvals

Purchasing	smsimmons@spokanecity.org
	jrichmanspokanecity.org
	eschoedel@spokanecity.org
	mormsbyspokanecity.org
	twallacespokanecity.org

Approved by Spokane City Council
on: 11/2/2020

DocuSigned by:

 Jerri Pfister
 CITY CLERK

CC56CBA4D0C84D6...

City Clerk's No. 2020-0787

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SPOKANE AND SPOKANE SCHOOL DISTRICT NO. 81 FOR THE
ENGINEERING CONSTRUCTION MANAGEMENT OFFICE RELOCATION PROJECT**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of November, 2020, by and between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPOKANE SCHOOL DISTRICT NO. 81, a Washington State municipal corporation, as ("SPS"), hereinafter referred to jointly as the "Parties".

RECITALS

WHEREAS, the City and SPS agreed to a land exchange for certain land parcels, one of which contained the City's Engineering Construction Management Offices; and

WHEREAS, as a result of one of the land transfers the City's Engineering Construction Management Offices need to be relocated to another building owned by the City directly adjacent to the land transferred to SPS; and

WHEREAS, SPS requires the land containing the City's Engineering Construction Management Offices be vacated no later than March 1, 2021 in order to meet construction timelines for the SPS Northeast Middle School project; and

WHEREAS, the Engineering Construction Management Offices relocation project would be considered an additional early work component of the SPS Northeast Middle School project; and

WHEREAS, SPS is utilizing the alternative public works contract method of General Contractor/Construction Management ("GC/CM") to construct improvements on behalf of SPS for the Northeast Middle School project; and

WHEREAS, time is of the essence and the GC/CM contract and contractor are available to perform the additional early work component for the Engineering Construction Management Offices relocation project.

NOW THEREFORE, the Parties agree as follows:

Interlocal Agreement

AGREEMENT

1. **BACKGROUND.** This Agreement involves a collaboration between the City and SPS for the Engineering Construction Management Offices relocation project ("Project"). The Project involves the relocation of the City's Engineering Construction Management Offices to the City's existing Fleet building located directly adjacent on the west side of the City's North Foothills campus. The Project includes construction of new office space within the building shell of the Fleet building in order to accommodate Engineering Construction Management staff and Water Department staff as a result of the City's recent transfer of property to SPS.

2. **SCOPE OF AGREEMENT.** The scope of the Agreement of the Parties is as follows:

- A. **Design:** City has procured a design team through the existing on-call contract agreement and City agrees to pay all design costs for the Project directly to the design team.

- B. **Construction:** The Project construction details will be memorialized within (i) a Guaranteed Maximum Price Amendment ("GMP Amendment") to the GC/CM contract between SPS and its contractor and (ii) a contract between the GC/CM contractor and its subcontractors as follows:
 - a. SPS agrees to incorporate the City Project into a SPS Northeast Middle School GC/CM contract early bid package.

 - b. SPS and its GC/CM contractor agree to undertake the competitive bidding procurement process and secure competitive industry bids for the Project using the alternative public works contracting procedures under Chapter 39.10 RCW.

 - c. City agrees to pay SPS directly for all costs associated with the Project as provided herein. In turn, SPS will pay the GC/CM contractor for all costs associated with the Project provided herein.

 - d. SPS agrees to include enforceable contract provisions within the GMP Amendment between SPS and its contractor to include competitive bidding and procurement processes; payment of prevailing wages as outlined in Section No. 7 below; warranty provisions whereby the contractor agrees and warrants all work, labor and materials under the GMP Amendment to the City to the same extent as if the City were a directly contracting party and that any lack of privity will not be a defense to any claim; and other

relevant terms and conditions contained herein, all as mutually agreed upon by the Parties in writing.

- e. SPS agrees to provide a project manager for the Project. The SPS project manager will provide the following services: consultation, scheduling, and payments to contractors. Furthermore, the SPS project manager shall work with the City's project manager in coordination with the review process of all invoices for work performed under the GMP Amendment.
- f. City will provide a project manager to work in coordination with the SPS project manager on the Project. Furthermore, the City's project manager shall work with the SPS's project manager in coordination with the review process of all invoices for work performed under the GMP Amendment.

3. PAYMENT. CITY will pay SPS directly for all costs of the Project. SPS agrees to provide the City with written invoices on a monthly basis. Within 15 days of receiving the invoices, City agrees to forward payment to SPS. In turn, SPS will pay the GC/CM contractor for all costs associated with the Project.

4. TERM. This Agreement will start on November 1, 2020 and will terminate on December 31, 2021. This Agreement may be terminated only by mutual written agreement of the Parties. In the event of expiration or termination of this Agreement, the City shall be responsible for all costs of the Project, including, but not limited to, any early termination costs.

5. LIABILITY. Each party shall be responsible for its own negligence. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

6. INSURANCE. Each party shall maintain, at all times, liability insurance to cover all actions by its employees or agents.

7. PREVAILING WAGES. The GC/CM contractor and each of its subcontractor are required to pay the prevailing rate of wages and 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 Washington State Department of Labor and Industries ("L&I"); and (2) the address and telephone number of the industrial statistician of L&I where a complaint or inquiry concerning prevailing wages may be made.

The GC/CM 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"

Interlocal Agreement

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 invoice submitted by the contractor for payment 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 GC/CM contractor and list the Intent and/or Affidavit of Wages Paid ID numbers. 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.

8. ACCEPTANCE OF PROJECT. The Project will be considered an additional early work component of the SPS Northeast Middle School project under the GC/CM contract between SPS and its contractor and subject to completion and close out pursuant to (i) the GC/CM contract as a GMP Amendment and (ii) the contract between the GC/CM contractor and its subcontractors for the Project. Upon written notice to and acceptance by SPS, the work performed under the Project may be considered final completion of the component as a standalone from which any warranties may apply.

9. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

10. ASSIGNMENT. Neither party may assign this Agreement without written consent by the other party.

11. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.

12. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

13. WAIVER OF BREACH/DEFAULT. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

14. INTEGRATION/MODIFICATION. This Agreement constitutes the entire and exclusive agreement between the Parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the Parties.

15. 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 Interlocal Agreement

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 the 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 party:

City: City of Spokane
Kyle Twohig
Engineering Services
2nd Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

SPS: Spokane Public Schools
Associate Superintendent, Capital Projects and Facility Services
200 North Bernard Street
Spokane, WA 99201

16. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and Section No. 1 above.
- B. Duration: See Section No. 4 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: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. SPS shall place this Agreement on its web site or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This Agreement can be terminated in accordance with Section No. 4.

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.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

Dated: 11/6/2020

SPOKANE SCHOOL DISTRICT NO. 81

DocuSigned by:
Cindy Coleman
Chief Finance and Business Services
Officer

Dated: 11/7/2020

CITY OF SPOKANE

DocuSigned by:
Yulie Stuard
Mayor

Approved as to form:

ATTEST:

DocuSigned by:
Mike Piccolo
Assistant City Attorney

DocuSigned by:
Jenni Pfister
City Clerk DS

Interlocal Agreement



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 <input checked="" type="radio"/> Services <input type="radio"/>	
Department: Legal		
Approving Supervisor: Mike Ormsby		
Amount of Proposed Expenditure: \$1,500,000.00		
Funding Source: 5901-79220-94000-56301-99999		
Please verify correct funding sources. Please indicate breakdown if more than one funding source.		
Why is this expenditure necessary now?		
Relocation needs to be complete by March 1, 2021 to meet the timeline for the SP Northeast Middle School project		
What are the impacts if expenses are deferred?		
N/A		
What alternative resources have been considered?		
N/A		
Description of the goods or service and any additional information?		
ILA between SPS and City of Spokane to accommodate the engineering construction management offices relocation from property transferred to SPS under the land exchange agreement. Relocation will be to another building owned by the City directly adjacent to the land transferred to SPS. City agrees to pay SPS for the work. This agreement allows for both an expedited process and a reduction in potential costs.		
Person Submitting Form/Contact:		
FINANCE SIGNATURE:		CITY ADMINISTRATOR SIGNATURE:
_____		_____