



Agenda Sheet for City Council Meeting of:

04/12/2021

Date Rec'd	3/23/2021
Clerk's File #	OPR 2021-0234
Renews #	
Cross Ref #	
Project #	2018050
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 - INTERLOCAL AGREEMENT WITH SPOKANE INTERNATIONAL AIRPORT (SIA)

Agenda Wording

An interlocal agreement with SIA for the Water System Plan.

Summary (Background)

The City is planning later this summer to upgrade the existing transmission main from the booster station at Spotted Road just south of I-90 to the water tanks at the airport. SIA has a project this spring to repave Godfrey north of Pilot Drive.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 200,000.00

Select \$

Select \$

Select \$

Budget Account

4250 42300 94340 56501 15801

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Approvals

Dept Head	TWOHIG, KYLE
Division Director	FEIST, MARLENE
Finance	DUFFEY, ANDREW
Legal	ODLE, MARI
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PIES 3/22/21
Council Sponsor	Beggs

Distribution List

eraea@spokanecity.org
publicworksaccounting@spokanecity.org
kgoodman@spokanecity.org
dbuller@spokanecity.org
aduffey@spokanecity.org
thart@spokaneairports.net Terri Hart- Contact
lkrauter@spokaneairports.net Larry Krauter - Signer

Additional Approvals

Purchasing

**Approved by Spokane City Council
on: 04/12/2021**

DocuSigned by:

 CC56CBA4DCC84D6...
 City Clerk

City Clerk's No. 2021-0234

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SPOKANE AND SPOKANE INTERNATIONAL AIRPORT FOR THE
REIMBURSEMENT OF CONSTRUCTION COSTS FOR INSTALLATION OF A CITY
WATER MAIN**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 3rd day of March, 2021, by and between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPOKANE AIRPORT BOARD , a municipal airport formed under Chapter 14.08 RCW, as ("SIA"), hereinafter referred to jointly as the "Parties".

RECITALS

WHEREAS, the City owns and operates a water system on property under the control of SIA (hereinafter "Airport Property");

WHEREAS, the City plans to upgrade its water system by installing a water transmission main on Airport Property ("City Project"); and

WHEREAS, SIA has a road improvement project which is partially on the same alignment as the City Project (the "SIA Project," which together with the City Project is referred to as "Project"); and

WHEREAS, the SIA Project is scheduled to occur prior to the City Project; and

WHEREAS, it makes more sense to construct the City Project before the SIA Project is constructed; and

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. SCOPE OF AGREEMENT. The scope of the Agreement of the Parties is as follows:
 - A. Design: The City will design the City Project, provide SIA and its consultant with plans, specifications and bid schedule for inclusion in the SIA Project. Due to the SIA Project having a deadline to bid and construct the Project,

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the City will furnish the 90% and 100% design plans, specifications and bid schedule no later than March 15, 2021 and April 6, 2021, respectively, in order for the City Project to be included within the SIA Project.

B. Construction: SIA will incorporate the City's plans, specifications and bid schedule for the City Project into the SIA Project. SIA will bid, award and construct the combined project per applicable state law, further identified under Section 3 of this Agreement. The City will pay SIA for the City Project, as identified in Bid Schedule B, including a proportionate share of common bid items, identified in Bid Schedule A, which include Utility Surveying, SPCC Plan and Mobilization.

- a. SIA agrees to provide a project manager for the SIA Project. The SIA Project Manager will provide and/or oversee the following: coordination on the Project, weekly construction meetings, correspondence and direction to the contractor, associated with the Project and contract documents. SIA will issue payments to the contractor.
- b. City will provide a project manager to work in coordination with the SIA project manager on the Project. The City will participate and coordinate on the City Project at the SIA weekly construction meetings. City acknowledges that the SIA Project Manager is responsible for directing all of the work under the Project and agrees not to give direction to the SIA contractor(s) without the consent of the SIA Project Manager. City agrees that all communication to contractor(s) will be directed through the SIA Project Manager.

3. PAYMENT. CITY will pay SIA directly for all costs incurred by SIA in completion of the City Project, including but not limited to any costs incurred by SIA in connection with any change order approved in writing by the City. SIA 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 SIA. In turn, SIA will pay the contractor for all costs associated with the Project.

4. TERM. This Agreement will commence as of the signing of this document by both parties and will terminate upon completion and close out of both the City Project and SIA Project. This Agreement may be terminated only by mutual written agreement of the Parties.

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.

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

7. PREVAILING WAGES. The Project 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 Project 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 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. SIA shall provide the City's project manager with the opportunity to accept or request modifications to that portion of the SIA Project pertaining to the City Project before SIA accepts the work. Upon written notice to SIA by the City, 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 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

SIA: Spokane Airport Board
Lawrence J. Krauter, A.A.E., AICP
Chief Executive Officer
9000 W. Airport Drive, Suite 204
Spokane, WA 99224

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.

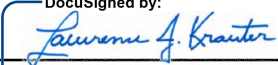
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- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations 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. Water mains and appurtenances constructed as part of the City Project shall be owned by the City.

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

Dated: 4/22/2021


SPOKANE AIRPORT BOARD

DocuSigned by:


Lawrence J. Krauter, A.A.E., AICP
Chief Executive Officer

Dated: 4/23/2021


CITY OF SPOKANE

DocuSigned by:


Valerie Hordward
Mayor

Approved as to form:

ATTEST:

DocuSigned by:


Mike Piccolo
Assistant City Attorney

DocuSigned by:


Lisa H. H. H.
City Clerk

Interlocal Agreement



