

**CITY COUNCIL MEETING  
TUESDAY, JANUARY 7, 2020  
CITY HALL  
22710 E. COUNTRY VISTA DRIVE  
7:00 P.M.**

**COMMITTEE WORKSHOP DISCUSSIONS – 6:00 p.m.**

- Finance
- Library
- Public Safety

**REGULAR SESSION – 7:00 p.m.**

1. **INVOCATION**
2. **PLEDGE OF ALLEGIANCE**
3. **CALL TO ORDER**
4. **ROLL CALL**
5. **AGENDA APPROVAL**
6. **CEREMONIAL OATHS OF OFFICE**– Officiated by Judge Julie McKay
7. **CITIZEN COMMENTS**
8. **REPORTS**
  - Liberty Lake Sewer & Water District
  - Other
9. **MAYOR AND CITY COUNCIL REPORTS**
10. **CITY ADMINISTRATOR REPORT**
11. **ACTION ITEMS**
  - A. **Consent Agenda**
    - i. Approve December 17, 2019 City Council Minutes
    - ii. Approve December 31, 2019 vouchers in the amount of \$745,047.47 and January 7, 2020 vouchers in the amount of \$412,128.38
  - B. **General Business**
    - i. Confirm Mayor Brickner’s appointment of Sandi Bishop as a Liberty Lake Library Board Trustee

The public is invited to attend. Parking and meeting rooms are accessible for persons with disabilities. Contact the City at 755-6700 with 24-hours advance notice for special accommodations.

**11. ACTION ITEMS**

**B. General Business (continued)**

- ii. Accept quilt donation from Friends of the Liberty Lake Library valued at \$1,030
- iii. Accept donation from the Friends of the Liberty Lake Library in the amount of \$6,000
- iv. Authorize signature of Ameresco's Energy Audit Fee Proposal in the amount of \$8,500
- v. Approve Interlocal Agreement GCB 3211 with WSDOT regarding Harvard Road and Henry Road and authorize the Mayor to sign the Agreement
- vi. Authorize the Mayor to sign the Agreement for Outdoor Lighting with Avista for Public Works Yard security lights
- vii. Approve agreement for Engineering Services for Henry Road Overpass and Roadway Extension with H.W. Lochner

**12. FIRST READ ORDINANCE**

Ordinance No. 264A – amending the City of Liberty Lake's 2020 budget to award the contract for the design of Henry Road Overpass and Roadway Extension

**13. SECOND READ ORDINANCE**

Ordinance No. 131-C to increase the change making account for the Liberty Lake Municipal Library

**14. INTRODUCTION OF UPCOMING AGENDA ITEMS**

**15. CITIZEN COMMENTS**

**16. ADJOURNMENT**

# **ACTION ITEMS**



**CITY COUNCIL MEETING  
TUESDAY, DECEMBER 17, 2019  
CITY HALL  
22710 E. COUNTRY VISTA DRIVE  
7:00 P.M.**

**COMMITTEE WORKSHOP DISCUSSIONS**

Mayor Peterson called the committee workshop to order at 6:00 p.m.

Members present were: Mayor Pro Tem Brickner, Council Members Langford, Dunne (arrived at 6:19 p.m.), Moore, Kaminskis, Severs, and Kennedy. Also present were the City's Administrator, Finance Director, Operations and Maintenance Director, City Engineer, Director of Planning and Engineering, Chief of Police, Library Director, and City Clerk.

The Operations and Maintenance Director gave a PowerPoint presentation on recent happenings around town. The City Engineer then reported on the Pavillion Park irrigation project. A sole bid was received that far exceeded the city's budget for this project. The City Engineer is recommending rejection of the bid currently. He also reported on the energy audit proposal and gave an update on the Trailhead master plan. The Finance Director then took the floor and gave an oral report. He reviewed this evening's agenda items about the lodging tax advisory recommendations and the Commission Structure Agreement with the City's Golf Pro. He also reviewed the financial dashboard for November.

The committee workshop adjourned at 6:38 p.m.

**REGULAR CITY COUNCIL MEETING SESSION**

**INVOCATION** – Given by Liberty Lake Police Chaplain, Ron Bauer

**PLEDGE OF ALLEGIANCE** – Led by Mayor Peterson, City Council, and City Staff

**CALL TO ORDER** – Mayor Peterson called the meeting to order at 7:00 p.m.

**ROLL CALL**

Mayor Peterson  
Mayor Pro Tem Brickner  
Council Member Kaminskis  
Council Member Dunne  
Council Member Severs  
Council Member Langford  
Council Member Kennedy

Katy Allen, City Administrator  
Ann Swenson, City Clerk  
RJ Stevenson, Finance Director  
Brian Asmus, Chief of Police  
Jennifer Camp, Operations and  
Maintenance Director  
Lisa Key, Director of Planning &

Council Member Moore

Engineering  
Jocelyn Redel, Liberty Lake Library  
Director  
Anita Eylar, Maintenance Worker,  
Activities and Events  
Sean Boutz, City Attorney

## **AGENDA APPROVAL:**

Mayor Pro Tem Brickner moved to amend the agenda to remove general business 12Bix, the approval of the Interlocal Agreement GCB 3211 with WSDOT regarding Harvard Road and Henry Road and authorizing the Mayor to sign the Agreement. Councilman Langford seconded the motion, which carried unanimously.

## **CITIZEN COMMENTS**

Holly Woodruff, Liberty Lake resident: spoke as the President of the Friends of the Liberty Lake Library. She announced their fundraising this year has exceeded all fundraising in years past. She thanked all who helped make it possible.

Anita Eylar, Liberty Lake resident: spoke as a Liberty Lake citizen. She recognized all the volunteers who helped make the Winter Glow Spectacular successful. She personally recognized several volunteers, including Holly Woodruff, Mark Saba, Kate Laven, Tom Chamberlain, and Tom Sahlberg. She gave tokens of appreciation to those in attendance.

Jean Simpson thanked Mayor Peterson for all he has done throughout her time here. Ms. Simpson has worked in the community for 19+ years.

## **SPECIAL PRESENTATIONS**

### **Recognition of Mayor Steve Peterson and Councilman Robert Moore:**

Mayor Pro Tem Brickner presented recognition plaques to Mayor Steve Peterson and Councilman Robert Moore, thanking and acknowledging them for their dedicated years of service. Each of the directors then gave Mayor Peterson a gift from his or her department. Department directors from Planning, the Library, Police, and Maintenance and Operations also presented Councilman Moore a gift from his or her department.

### **Mayor's Employee Recognition Award**

Mayor Peterson then took the floor and presented his recognition award to city staff member, Sakti Hiatt, Police Records Clerk.

### **Liberty Lake Police Awards**

Next, the Liberty Lake Police Awards were handed out. Officer Nguyen received the Sergeant's award; Officer Bowman received the Chief's award; Shane Brickner received the Reserve Police Officer award; and Officer Bogenreif received the Officer of the Year

award. At the conclusion of the distribution of the Liberty Lake Police awards, Mayor Pro Tem Brickner took the floor. Prior to announcing his resignation as a reserve officer, he shared how much it meant to him to serve with the LLPD in that capacity.

### **Liberty Lake Municipal Library Community Needs Assessment**

The Liberty Lake Municipal Library Director briefly took the floor. She reported the consultants, who have helped the library engage in a community needs assessment and master plan project, have helped the library develop their roadmap for the future. She said the project is on time and on budget. She then introduced Rob Cullin, Managing Partner, from Kimberley Bolan and Associates. Mr. Cullin gave a PowerPoint presentation reporting on their work for the past year regarding the Liberty Lake Municipal Library Community Needs Assessment. He gave a recap of their work; shared key findings from community input; spoke about the strategic retreat and outlined the strategic plan for 2020 – 2024.

### **Update on Harvard and Henry Road Projects**

Mike Gribner, Regional Administrator, Eastern Region, Washington State Department of Transportation (WSDOT), gave a PowerPoint presentation regarding the I-976 discussion. He reviewed WSDOT's Capital Pause List for transportation projects, which includes the City of Liberty Lake's Harvard and Henry Road projects. He said the initiative vote on I-976 is approaching a \$4 billion deficit over a six-year period. The legislature is the decision-making authority to address and solve the deficit. He then went on to answer and address council's questions regarding the local projects currently on hold.

## **REPORTS**

Sandi Bishop, Liberty Lake Municipal Library Board Trustee gave an update on the library's recent successful Saturday with Santa.

Phil Folyer, Planning Commission Chair, reported on their recent commission meeting. Richard Siler was elected as the 2020 Planning Commission Chair. He stated the Liberty Lake Sewer and Water District reported at their last Planning Commission meeting. In conclusion, he said the commission continues discussions on the city's landscape code.

## **CITY COUNCIL REPORTS**

Council Member Kennedy reported on his and Mayor Pro Tem Brickner's attendance at the City of Spokane Valley's City Council meeting. The Valley council discussed transportation projects, including Barker Road, which can affect the City of Liberty Lake. He also reported on his, Council Member Kaminskas', and Mayor Peterson's attendance at the recent GSI meeting. He spoke about being encouraged because regional transportation issues are being discussed which possibly affect Liberty Lake.

Mayor Pro Tem Brickner spoke about his attendance, the Mayor's, and several council members' attendance at the ribbon cutting ceremony for new local business, Treasure Alley.

## **CITY ADMINISTRATOR REPORT**

The City Administrator reported the City's solid waste agreement with the Department of Ecology is under review. She then turned the floor over to the Director of Planning & Engineering, who gave an overview of the agreement with the Department of Labor & Industries that is on this evening's agenda as an action item. The City Administrator resumed the floor and announced there will be public records training for all the elected officials and advisory board members during the second council meeting in February 2020. She thanked Mayor Peterson and the councilmembers for their service. She concluded her report by sharing upcoming dates to remember.

## **WORKSHOP DISCUSSION**

The Liberty Lake Police Chief opened the workshop discussion on installation of the 2020 Rectangular Rapid Flashing Beacons (RRFBs). He referred to his December 17, 2019 memorandum to Mayor Peterson and the city council, outlining options for consideration. After reviewing staff recommendations and four options, the consensus of the council was to go with option 2, to utilize \$65,000 included in the 2020 proposed budget to retain a design consultant to provide cost estimates for each of the RRFB installation priorities. Once cost estimates are known, a budget amendment could be considered to fund priorities or, alternatively, phase procurement and installation over several years.

## **ACTION ITEMS**

### **Consent Agenda**

Mayor Pro Tem Brickner moved to approve consent agenda items 12Ai and 12Aii. Item 12Ai was to approve the December 3, 2019 City Council Minutes. Item 12Aii was to approve the December 19, 2019 vouchers in the amount of \$497,118.16. Council Member Severs seconded the motion, which carried unanimously.

A/P check numbers were 29316 through 29367, totaling \$131,481.18; EFTs totaled \$15,147.29. Payroll check numbers were 29309 through 29315, totaling \$7,523.32, EFTs totaled \$342,966.37.

### **General Business**

Mayor Pro Tem Brickner moved to approve General Business item 12Bi, to approve the Lodging Tax Advisory Board recommendations and authorize the Mayor to sign the Agreements once they become available. Council Member Severs seconded the motion, which carried unanimously.

Mayor Pro Tem Brickner moved to approve General Business item 12Bii to approve the Transportation improvement Board's (TIB) grant Agreement for the Country Vista Drive High School Access Signalization in the amount of \$345,905 and authorize the Mayor to sign the Agreement. Council Member Severs seconded the motion, which carried unanimously.

Mayor Pro Tem Brickner moved to approve General Business item 12Biii to approve the TIB's grant Agreement for the Liberty Lake Road Maintenance Project from Sprague to Country Vista Drive in the amount of \$528,651 and authorize the Mayor to sign the Agreement. Council Member Kaminskas seconded the motion, which carried unanimously.

Mayor Pro Tem Brickner moved to approve General Business item 12Biv, to confirm the Parks and Arts Commissioner appointments. Council Member Kaminskas seconded the motion, which carried unanimously.

Mayor Pro Tem Brickner moved to approve General Business item 12Bv to approve the purchase of a snow plow attachment in the amount of \$6,625.47. Council Member Kaminskas seconded the motion, which carried unanimously.

Mayor Pro Tem Brickner moved to approve General Business item 12Bvi to reject the sole bid for Pavillion Park Irrigation improvements. Council Member Kaminskas seconded the motion. Motion carried unanimously.

Mayor Pro Tem Brickner moved to approve General Business item 12Bvii to approve the Commission Structure Agreement with the City's Golf Pro and authorize the Mayor to sign the Agreement. Council Member Kaminskas seconded the motion, which carried unanimously.

Mayor Pro Tem Brickner moved to approve General Business item 12Bviii to approve the Interagency Agreement with the Department of Labor & Industries (L&I), delegating authority to L&I to perform on-site installation inspections on manufactured housing/mobile homes, and authorize the Mayor to sign the Agreement. Council Member Kaminskas seconded the motion, which carried unanimously.

## **RESOLUTIONS**

The City Clerk read, by Title only, Resolution No. 12-164E, approving certain public improvements and public improvement costs; and providing for other matters properly related thereto. Mayor Pro Tem Brickner moved to adopt Resolution No. 12-164E, seconded by Council Member Kaminskas. Motion carried unanimously.

The City Clerk read, by Title only, Resolution No. 19-263, waiving the competitive bid requirement due to a sole source purchase and authorizing the services of masonry brick work on Harvest Parkway. Mayor Pro Tem Brickner moved to adopt Resolution No. 19-263, seconded by Council Member Kaminskas. Motion carried unanimously.

The City Clerk read, by Title only, Resolution No. 02-047F, amending the adopted personnel policy for all employees of the City of Liberty Lake. Mayor Pro Tem Brickner moved to adopt Resolution No. 02-047F, seconded by Council Member Kaminskas. Motion carried unanimously.

### **FIRST READ ORDINANCE**

The City Clerk read, by Title only, Ordinance No. 131-C, An Ordinance of the City of Liberty Lake Amending Ordinance No. 131-B, passed on January 22, 2019, entitled “Establishing a Municipal Library Fund Change-Making Account for the City of Liberty Lake for the Purposes of Making Change for Cash Transactions”.

### **SECOND READ ORDINANCES**

The City Clerk read, by Title only, Ordinance No. 264, An Ordinance of the City of Liberty Lake Adopting a Budget for the Period January 1, 2020 through December 31, 2020, Appropriating Funds and Establishing Salary Schedules for Established Positions.

Mayor Pro Tem Brickner moved to adopt Ordinance No. 264, seconded by Council Member Kaminskas.

The Finance Director referred to Exhibit C of the Ordinance which outlined proposed amendments to the 2020 budget. After brief discussion, Council Member Dunne moved to recognize items #1 through #5, recommendations by staff, as amendments to the budget for Ordinance 264. Councilman Kennedy seconded the motion, which carried unanimously.

Mayor Peterson then invited citizen comments. No comments were received. He then called for the vote on the budget as amended. Motion carried unanimously.

The City Clerk read, by Title only, Ordinance No. 265, an Ordinance of the City of Liberty Lake, Washington Adopting the 2020 - 2025 Capital Facilities Plan.

Mayor Pro Tem Brickner moved to adopt Ordinance No. 265, seconded by Council Member Kaminskas. Mayor Peterson then invited citizen comments. No comments were received. He called for the vote. Motion carried unanimously.

### **INTRODUCTION OF UPCOMING AGENDA ITEMS**

The City Administrator reviewed the upcoming agenda items for the January 7, 2020 City Council meeting.

Council Member Kaminskas announced she will be absent for the January 7<sup>th</sup> city council meeting due to a work conflict. She asked for an excusal.

## **CITIZEN COMMENTS**

Tom Stanley thanked Mayor Peterson for his service. He shared a story about Mayor Peterson him helping load bags at the airport several years ago. Mr. Stanley also extended his best wishes to Mayor-Elect Brickner.

## **ADJOURNMENT**

There being no further business, the meeting adjourned at 9:03 p.m.

These minutes were approved January 7, 2020.

---

Shane Brickner, Mayor  
City of Liberty Lake

---

*Notes and Transcription by Ann Swenson, City Clerk. This Council meeting was also audio taped. Anyone desiring to listen to the recording may contact the City Clerk.*

City of Liberty Lake

Consent Agenda for January 7, 2020  
City Council Meeting

Report from the Mayor for pending claims and payment of previously-approved obligations through January 7, 2020

Payee	Description	Amount
<b>See attached check register.</b>		
Total vouchers through December 31, 2019		\$ 169,903.71
Total Vouchers through January 7 , 2020		\$ 412,128.38
12/19/19 Wex Bank-Chevron	EFT	\$ 3,746.91
12/19/19 D-McP CONSTRUCTION LLC	29368	\$ 259,034.44
12/19/19 Spokane County Treasurer	29369	\$ 212,623.21
12/26/19 Vista Title and Escrow LLC	EFT	\$ 99,739.20
	<b>TOTAL</b>	<b><u><u>\$1,157,175.85</u></u></b>

RECOMMENDATION: Approve and Authorize for Payment

ATTACHMENTS: All original invoices are on file with the City Treasurer.

SIGNATURES:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Council Member

# CHECK REGISTER

CITY OF LIBERTY LAKE  
MCAG #: 2757

12/19/2019 To: 12/19/2019

Time: 11:11:53 Date: 12/19/2019  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5053	12/19/2019	Claims	3	EFT	WEX BANK-CHEVRON	3,746.91	FUEL 11/7-12/6/19 <i>Due prior to 11/7/2020 City Council</i>
					001 - 518 30 32 00 - Central Services Fuel Consume	175.96	
					001 - 521 10 32 00 - Law Enforcement Fuel Consum	2,616.10	
					110 - 542 90 32 00 - Maint Admin & Overhead Fuel	137.97	
					001 - 558 50 32 00 - CP&ED Fuel Consumed	184.96	
					420 - 576 61 32 00 - Golf Course-Fuel Consumed	149.65	
					001 - 576 80 32 00 - Parks Fuel Consumed	428.37	
					001 - 576 80 32 15 - Ballfields Fuel Consumed	53.90	
5054	12/19/2019	Claims	3	29368	D-MCP CONSTRUCTION LLC	259,034.44	ORCHARD PARK PAVILION <i>Requested by Finance Director</i>
					314 - 594 76 61 01 - Orchard Park Land & Land Imj	259,034.44	
5055	12/19/2019	Claims	3	29369	SPOKANE COUNTY TREASURER	212,623.21	LIFT FUND (FUND 163) DEPOSIT <i>Requested by Finance Director</i>
					320 - 558 70 41 01 - Spokane River Distr Redevelop	212,623.21	
						001 General Fund	3,459.29
						110 Street Fund	137.97
						314 Orchard Park	259,034.44
						320 Harvard Road Mitigation Fund	212,623.21
						420 Golf Operations Fund	149.65
						Claims:	475,404.56
						475,404.56	

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

*[Signature]*  
City Clerk

12.20.19  
Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

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

\_\_\_\_\_  
Date

12/19/2019  
Manual EFT, checks

# CHECK REGISTER

CITY OF LIBERTY LAKE

Time: 08:23:00 Date: 12/26/2019

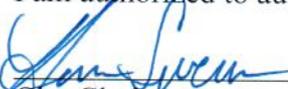
MCAG #: 2757

12/26/2019 To: 12/26/2019

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5076	12/26/2019	Claims	3	EFT	VISTA TITLE AND ESCROW LLC	99,739.20	PUBLIC WORKS YARD
			310 - 594 18 60 00 - Capital Expenditures/Expenses			99,739.20	
			310 REET 1 Capital Projects Fund			99,739.20	
						<u>99,739.20</u>	Claims: 99,739.20
						99,739.20	

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

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

12-26-19  
Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

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

\_\_\_\_\_  
Date

12/23/2019  
Wire per Finance Director

Aun Marie Gule  
City Treasurer

# CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

12/31/2019 To: 12/31/2019

Time: 14:39:27 Date: 12/31/2019

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5219	12/31/2019	Claims	3	29377	ABACUS ELECTRIC	1,715.00	PW YARD INSTALLAMP SVC
					311 - 594 18 60 01 - Capital Expenditures/Expenses	1,715.00	
5220	12/31/2019	Claims	3	29378	ACUSHNET COMPANY	98.16	SPECIAL ORDER K PETERSON
					420 - 576 61 34 01 - Pro Shop Merchandise	98.16	
5221	12/31/2019	Claims	3	29379	KATRINA ALLEN	402.04	MILEAGE, PARKING OCT-DEC '19,PORT OF SEATTLE EXPENSES
					001 - 513 10 43 00 - Executive Travel-Lodging,Mea	402.04	
5222	12/31/2019	Claims	3	29380	AMAZON	5,072.70	MATERIALS
					001 - 518 30 31 00 - Centralized Services Supplies	475.74	LITTLE HOUSE SCANNER,TONER,MAGNIFYING GLASS
					001 - 518 30 31 00 - Centralized Services Supplies	48.78	CH CORD ORGANIZERS
					001 - 518 30 31 00 - Centralized Services Supplies	36.94	PICTURE HANGER,CORK BULLETIN STRIP
					001 - 521 10 31 00 - Law Enforcement Supplies	1,311.89	OFFICE SUPPLIES,VECHICLE FLOOR LINERS
					001 - 521 10 35 00 - Law Enforcement Small Tools	222.03	HOGUE STOCK MOSSBERG 500 LESS LETHAL
					110 - 542 70 31 01 - Roadside Supplies	139.38	HARVEST PKWY/MISSION ROUNABOUT LIGHTS
					110 - 542 70 31 01 - Roadside Supplies	43.28	DE-ICE SPREADER
					110 - 542 70 31 01 - Roadside Supplies	20.84	EQUIP PARTS
					110 - 542 70 31 01 - Roadside Supplies	121.57	MOWER PARTS
					110 - 542 90 31 00 - Maint Admin & Overhead Supj	38.10	COMPUTER PEN
					110 - 542 90 31 00 - Maint Admin & Overhead Supj	19.33	PLOW SUPPLIES
					110 - 542 90 31 00 - Maint Admin & Overhead Supj	32.64	PHONE CASE
					110 - 542 90 31 00 - Maint Admin & Overhead Supj	57.16	COVERALLS
					001 - 558 50 31 00 - CP&ED Supplies	80.46	IPHONE CASE,SCREENPROTECTOR RUDY,BARBARA
					001 - 571 00 31 04 - Special Events Supplies	371.26	WINTER GLOW SAFETY VESTS,FLASHLIGHTS,REFLECTIVE TAPE
					001 - 572 10 31 00 - Library Supplies	377.64	
					001 - 572 10 31 05 - Children & Adult Prgrm Suppli	370.94	INK/GLASS ORNAMENTS
					001 - 572 10 31 05 - Children & Adult Prgrm Suppli	15.24	INK/GLASS ORNAMENTS,MARSHMELLOWS
					001 - 572 20 34 06 - Library Books & Other Materi	137.80	BOOKS/DVDS
					420 - 576 65 31 01 - Maintenance Of Golf Course	16.22	SIGN WATERPROOFING
					420 - 576 65 31 01 - Maintenance Of Golf Course	33.75	
					001 - 576 80 31 01 - Parks Supplies	40.23	PHONE CASE,SCREEN PROTECTOR
					001 - 576 80 31 15 - Ballfields Supplies	35.92	INK CARTRIDGES
					001 - 576 80 31 15 - Ballfields Supplies	20.85	EQUIP PARTS
					001 - 576 80 31 45 - Orchard Park Supplies	170.17	DE-ICE SPREADER
					001 - 594 76 63 12 - Orchard Park-Other Improvem	593.08	GARAGE HEATER
					001 - 594 76 64 01 - Parks-Furniture,Computers&E	78.12	NEW F250 ACCESSORIES
					420 - 594 76 64 02 - Golf Carts - Furniture,Compute	163.34	OLYMPIC WEIGHT BENCH
5223	12/31/2019	Claims	3	29381	AW REHN & ASSOCIATES	417.69	SERVICES
					502 - 517 30 29 00 - Health Insurance Services	265.72	EMPLOYER FUNDING NOTIFICATION 12/9-15/19
					502 - 517 30 29 00 - Health Insurance Services	117.15	EMPLOYER FUNDING NOTIFICATION 12/17-22/19
					502 - 517 30 29 00 - Health Insurance Services	34.82	EMPLOYER FUNDING NOTIFICATION 12/27-29/19

# CHECK REGISTER

CITY OF LIBERTY LAKE  
MCAG #: 2757

12/31/2019 To: 12/31/2019

Time: 14:39:27 Date: 12/31/2019  
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5224	12/31/2019	Claims	3	29382	AWARDS ETC	558.78	PLAQUES
					001 - 511 60 31 00 - Legislative Supplies	65.30	APPRECIATION AWARD OUTGOING COUNCILMEMBERS
					001 - 511 60 31 00 - Legislative Supplies	28.99	APPRECIATION AWARD OUTGOING COUNCILMEMBERS
					001 - 513 10 31 00 - Executive Supplies	51.69	APPRECIATION AWARD OUTGOING MAYOR;MAYORS RECOGNITION AWARD
					001 - 513 10 31 00 - Executive Supplies	116.21	APPRECIATION AWARD OUTGOING MAYOR;MAYORS RECOGNITION AWARD
					001 - 521 10 41 00 - Law Enforcement-Professional	91.12	YR END AWARD PLAQUES
					001 - 521 10 41 00 - Law Enforcement-Professional	205.47	YR END AWARD PLAQUES
5225	12/31/2019	Claims	3	29383	JAMES M BILLINGSLEY	390.00	SERVICES
					110 - 554 30 41 10 - Road Hazard Removal	390.00	CARCASS REMOVAL COUNTRY VISTA/BOONE,25027 E APPLEWAY
5226	12/31/2019	Claims	3	29384	BRODART COMPANY	411.61	BOOK SUPPLIES
					001 - 572 10 31 00 - Library Supplies	411.61	
5227	12/31/2019	Claims	3	29385	CANNON HILL INDUSTRIES INC	1,050.00	SERVICES
					110 - 542 70 41 00 - Roadside Professional Services	1,050.00	LEAF P/UP
5228	12/31/2019	Claims	3	29386	CENTRAL PRE MIX CONCRETE CO	908.58	TOPDRESSING SAND
					420 - 576 65 31 01 - Maintenance Of Golf Course	908.58	
5229	12/31/2019	Claims	3	29387	CENTURYLINK	91.60	TH PHONE 12/5/19-1/5/20
					420 - 576 61 42 01 - Golf Pro Shop-Telephone,Inter	91.60	
5230	12/31/2019	Claims	3	29388	CERTIF A GIFT COMPANY	272.05	SERVICE AWARDS
					001 - 517 90 31 00 - Wellness Program Supplies	272.05	
5231	12/31/2019	Claims	3	29389	CITIES INSURANCE ASSOC WA	100.00	DEDUCTIBLE REIMBURSEMENT C1148
					001 - 521 10 46 00 - Law Enforcement - Insurance	100.00	
5232	12/31/2019	Claims	3	29390	COBRA PUMA GOLF INC	130.50	SPECIAL ORDER SINGH
					420 - 576 61 34 01 - Pro Shop Merchandise	130.50	
5233	12/31/2019	Claims	3	29391	COEUR D ALENE METALS	169.62	MATERIALS
					001 - 576 80 31 01 - Parks Supplies	169.62	Z TURN STRIPER PARTS
5234	12/31/2019	Claims	3	29392	COEUR D ALENE PAVING INC	820.49	PW ENTRANCE ROCK
					311 - 594 18 60 01 - Capital Expenditures/Expenses	820.49	
5235	12/31/2019	Claims	3	29393	CTC ELECTRICAL CONTRACTING INC	2,990.00	SERVICES
					420 - 576 61 41 03 - Facilities - Professional Service	997.03	HEATER ELECTRICAL
					001 - 594 76 63 12 - Orchard Park-Other Improvem	993.76	PARK CAMERA SETUP
					001 - 594 76 63 12 - Orchard Park-Other Improvem	999.21	MAINT SHED SETUP
5236	12/31/2019	Claims	3	29394	DIRECTV	169.21	SATELLITE TV 12/9/19-1/8/20
					420 - 576 61 47 00 - Golf Utilities-Elec/Gas, Wtr/Sw	169.21	
5237	12/31/2019	Claims	3	29395	EVERGREEN STATE TOWING	130.68	TOW '98 HONDA ACCORD
					001 - 521 10 41 00 - Law Enforcement-Professional	130.68	

# CHECK REGISTER

CITY OF LIBERTY LAKE  
MCAG #: 2757

12/31/2019 To: 12/31/2019

Time: 14:39:27 Date: 12/31/2019

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5238	12/31/2019	Claims	3	29396	EXECUTECH UTAH LLC	3,043.10	SERVICES
					001 - 518 80 41 00 - Information Technology Servic	2,540.64	IT SVCS DEC '19
					001 - 518 80 41 00 - Information Technology Servic	394.65	OFFICE 365 PRO 10/16-11/15/19
					001 - 518 80 41 00 - Information Technology Servic	107.81	CONTRACT LABOR OVERAGE NOV '19
5239	12/31/2019	Claims	3	29397	EXPECT A LOT VISUAL IMAGES	631.62	SUV GRAPHICS
					001 - 594 21 64 02 - Law Enforcement-Furniture,Cc	631.62	
5240	12/31/2019	Claims	3	29398	FASTENAL COMPANY	43.09	MATERIALS
					001 - 576 80 31 35 - Town Square Supplies	7.62	TREE GATE BOLTS
					001 - 576 80 31 45 - Orchard Park Supplies	35.47	SUPPLIES
5241	12/31/2019	Claims	3	29399	FEDEX OFFICE		WAST TOX LAB - Voided
5242	12/31/2019	Claims	3	29400	FISHERS TECHNOLOGY	35.00	CONTRACT OVERAGE 11/12-12/11/19
					001 - 572 10 41 00 - Library-Professional Services	35.00	
5243	12/31/2019	Claims	3	29401	FREE PRESS PUBLISHING INC	79.05	LEGALADS
					001 - 511 60 41 00 - Legislative - Professional Servi	79.05	ORD 265,ORD 264
5244	12/31/2019	Claims	3	29402	FRIENDS OF PAVILLION PARK	8,000.00	'19 LODGING TAX GRANT
					115 - 557 30 41 00 - Tourism Prof Services	8,000.00	
5245	12/31/2019	Claims	3	29403	GALLS LLC	4.34	UNIFORM EMBLEMS
					001 - 521 22 26 11 - Uniforms-Duty & Reserv	4.34	
5246	12/31/2019	Claims	3	29404	INLAND ASPHALT COMPANY	3,911.48	HAULAND ROCK
					311 - 594 18 60 01 - Capital Expenditures/Expenses	3,911.48	
5247	12/31/2019	Claims	3	29405	INTERNATIONAL CODE COUNCIL INC	135.00	GOV'T MEMBER DUES
					001 - 558 50 49 00 - CP&ED-Dues,Subscriptions,M	135.00	
5248	12/31/2019	Claims	3	29406	INTOXIMETERS	212.63	DRYGAS
					001 - 521 10 31 00 - Law Enforcement Supplies	212.63	
5249	12/31/2019	Claims	3	29407	J&J PLUMBING	25.00	REFUND BLD2019-0506 PERMIT FEE
					001 - 322 10 00 00 - Building Permits	-25.00	
5250	12/31/2019	Claims	3	29408	CHRISTOPHER L JOHNSTON	1,195.08	PGA EDUCATION SEMINAR REGISTRATION,AIRLINE,REN TAL CAR,HOTEL,PER DIEM
					420 - 576 61 43 01 - Golf Travel-Lodging,Meals,Mi	1,195.08	
5251	12/31/2019	Claims	3	29409	KIMBERLY BOLAN AND ASSOCIATES LLC	15,475.67	CONSULTING FEES THROUGH 12/18/19
					330 - 594 72 63 00 - Library-Other Improvements	15,475.67	
5252	12/31/2019	Claims	3	29410	LAKESHORE LEARNING MATERIALS	142.58	PROGRAM SUPPLIES
					001 - 572 10 31 05 - Children & Adult Prgm Suppli	142.58	
5253	12/31/2019	Claims	3	29411	GLENDA LOUBER	427.30	MISSION SIDEWALK FENCING
					310 - 595 61 60 00 - Capital Expenditures/Expenses	427.30	
5254	12/31/2019	Claims	3	29412	MACLEAN ENTERPRISES LLC	3,480.00	FENCEGUARD
					001 - 576 80 31 15 - Ballfields Supplies	3,480.00	

# CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

12/31/2019 To: 12/31/2019

Time: 14:39:27 Date: 12/31/2019

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5255	12/31/2019	Claims	3	29413	PATRICK J MICHIELLI IV	107.81	REPLACE CRACKED SCREEN RUDY TORRES WORK CELL PHONE
					001 - 558 50 41 00 - CP&ED-Professional Services	107.81	
5256	12/31/2019	Claims	3	29414	NATIONAL BARRICADE CO	1,432.56	MATERIALS
					312 - 542 50 40 00 - Structures-Harvard Rd Bridge	547.49	HARVARD BRIDGE
					110 - 542 64 31 00 - Traffic Control Devices Suppli	27.33	INDIANA SPEED LIMIT
					110 - 542 64 41 00 - Traffic Control Devices-Profes:	824.04	SIGN INDIANA
					110 - 542 64 41 00 - Traffic Control Devices-Profes:	33.70	NO ORCHARD PARK ACCESS
5257	12/31/2019	Claims	3	29415	NORTH 40 OUTFITTERS	97.96	MATERIALS
					001 - 576 80 31 01 - Parks Supplies	97.96	GOATS
5258	12/31/2019	Claims	3	29416	OFFICE DEPOT	292.29	OFFICE SUPPLIES
					001 - 513 10 31 00 - Executive Supplies	179.53	
					001 - 513 10 31 00 - Executive Supplies	43.33	GAVEL W/SOUND BLOCK
					001 - 514 23 31 00 - Administrative Services Suppli	52.21	
					001 - 558 50 31 00 - CP&ED Supplies	2.56	
					001 - 572 10 31 00 - Library Supplies	11.97	SCOTCH GUARD
					001 - 576 80 31 01 - Parks Supplies	2.69	
5259	12/31/2019	Claims	3	29417	ORIENTAL TRADING COMPANY	158.30	SATURDAY W/SANTA; OFFICE,PROGRAM SUPPLIES
					001 - 571 00 31 04 - Special Events Supplies	64.16	
					001 - 572 10 31 00 - Library Supplies	50.60	
					001 - 572 10 31 05 - Children & Adult Prgrm Suppli	43.54	
5260	12/31/2019	Claims	3	29418	OTIS HARDWARE	5.84	MATERIALS
					001 - 576 80 31 15 - Ballfields Supplies	5.84	FLAG POLE KEYS
5261	12/31/2019	Claims	3	29419	PARAMETRIX	13,443.28	SERVICES THROUGH 11/30/19
					001 - 589 30 00 03 - Professional Services-Reimbur	1,326.25	LUA2019-0028 TRUTINA 3RD
					001 - 589 30 00 03 - Professional Services-Reimbur	1,066.25	LUA2019-0031 DAO HOLDINGS
					311 - 594 76 62 02 - Capital Expenditures - Building	810.78	PAVILLION PARK IRRIG REDESIGN
					320 - 595 50 63 00 - Capital Expenditures - Harvard	10,240.00	TRAFFIC COUNTS
5262	12/31/2019	Claims	3	29420	PATRIOT FIRE PROTECTION, INC	462.83	FIRE SPRINKLER ANNUAL TEST
					001 - 518 30 41 00 - Central Services-Professional S	462.83	
5263	12/31/2019	Claims	3	29421	JOANNE T PERCY	30.35	CRAFT SUPPLIES
					001 - 572 10 31 05 - Children & Adult Prgrm Suppli	30.35	
5264	12/31/2019	Claims	3	29422	STEPHEN K PETERSON	157.28	MILEAGE NOV '19
					001 - 513 10 43 00 - Executive Travel-Lodging,Mea	157.28	
5265	12/31/2019	Claims	3	29423	PLAYCREATION INC	1,083.56	RAW CAST IRON TREE GRATE
					001 - 576 80 31 35 - Town Square Supplies	1,083.56	
5266	12/31/2019	Claims	3	29424	QUALITY SERVICES INC	448.00	IEP 121281-121284,45236-45237,3698-3 700,6301-6321,38481-38484
					001 - 514 81 40 00 - Inland Empire Paper Permit	448.00	
5267	12/31/2019	Claims	3	29425	QUILL CORPORATION	236.44	MATERIALS
					001 - 572 10 31 00 - Library Supplies	236.44	
5268	12/31/2019	Claims	3	29426	R&R PRODUCTS INC	132.85	MATERIALS
					420 - 576 65 31 01 - Maintenance Of Golf Course	132.85	ROPE FOR GREENS
5269	12/31/2019	Claims	3	29427	RACOM CORPORATION	1,012.50	NEW F250 RADIO INSTALL
					001 - 594 76 64 01 - Parks-Furniture,Computers&Ec	1,012.50	

# CHECK REGISTER

CITY OF LIBERTY LAKE  
MCAG #: 2757

12/31/2019 To: 12/31/2019

Time: 14:39:27 Date: 12/31/2019  
Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5270	12/31/2019	Claims	3	29428	JOCELYN V REDEL	18.00	SATURDAY W/SANTA CANDY CANES
					001 - 571 00 31 04 - Special Events Supplies	18.00	
5271	12/31/2019	Claims	3	29429	REID HATLEY INDUSTRIES	900.00	TEE SIGNS,POSTS
					420 - 576 65 41 00 - Professional Services-Golf Gre	900.00	
5272	12/31/2019	Claims	3	29430	ROADWISE INC	6,507.20	MAGNESIUM CHLORIDE
					110 - 542 66 31 00 - Snow And Ice Control Supplies	6,507.20	
5273	12/31/2019	Claims	3	29431	BRETT R SARGENT	5,420.61	STREET SWEEPING
					411 - 542 40 41 01 - Drainage-Professional Services	2,710.30	
					410 - 542 67 41 01 - Street Cleaning - Professional	2,710.31	
5274	12/31/2019	Claims	3	29432	AUSTIN JAMES SATHER	500.00	REIMBURSE VEHICLE TOWING/STORAGE
					001 - 521 10 41 00 - Law Enforcement-Professional	500.00	
5275	12/31/2019	Claims	3	29433	SCREEN TEK	304.92	MATERIALS
					001 - 576 80 41 15 - Ballfields-Professional Service	304.92	METAL SIGNS W/VINYL GRAPHICS
5276	12/31/2019	Claims	3	29434	SIR SPEEDY PRINTING	70.79	BUSINESS CARDS
					001 - 513 10 31 00 - Executive Supplies	70.79	BRICKNER, SHANE MAYOR
5277	12/31/2019	Claims	3	29435	SPOKANE COUNTY DIST CT	6,995.27	COURT FEES NOV. '19
					001 - 512 50 40 00 - Court Services	6,995.27	
5278	12/31/2019	Claims	3	29436	SPOKANE COUNTY TREASURER	5,211.04	SERVICES
					001 - 511 60 41 00 - Legislative - Professional Servi	4,398.04	'19 GENERAL ELECTION,EQUIP REPLACE ELECTION
					001 - 521 10 41 00 - Law Enforcement-Professional	813.00	TECH SVCS
5279	12/31/2019	Claims	3	29437	STADIUM SPORTS	208.27	EMBROIDERY CITY LOGO STAFF SHIRTS
					001 - 558 50 41 00 - CP&ED-Professional Services	208.27	
5280	12/31/2019	Claims	3	29438	STAPLES GOLF RESOURCE GROUP LLC	18,000.00	GOLF FAC/ECONOMICS ASSESSMENT 50%
					331 - 518 30 41 03 - Central Services-Professional S	18,000.00	
5281	12/31/2019	Claims	3	29439	STERLING CODIFIERS	500.00	HOSTING CODE INTERNET 1/1/2020-1/1/2021
					001 - 514 23 41 00 - Administrative Services-Profes	500.00	
5282	12/31/2019	Claims	3	29440	SUNRISE INC	648.60	MATERIALS
					420 - 576 65 31 01 - Maintenance Of Golf Course	648.60	LANDSCAPE ROCK
5283	12/31/2019	Claims	3	29441	T-MOBILE	242.13	CELL PHONES 11/21-12/20/19
					001 - 511 60 42 00 - Legislative-Telephone,Internet,	98.85	
					001 - 558 50 42 00 - CP&ED-Telephone,Internet,Po	25.52	
					001 - 576 80 42 00 - Parks-Telephone,Internet,Posta	117.76	
5284	12/31/2019	Claims	3	29442	TEI LANDMARK AUDIO	84.27	AUDIO
					001 - 572 20 34 06 - Library Books & Other Materi	84.27	
5285	12/31/2019	Claims	3	29443	TIRE-RAMA	73.94	SERVICES
					001 - 514 23 41 00 - Administrative Services-Profes	36.97	'14 ESCAPE AIR FILTER
					001 - 518 30 41 00 - Central Services-Professional S	18.48	'04 EXPLORER LOF
					001 - 576 80 41 00 - Parks-Professional Services	18.49	'04 EXPLORER LOF
5286	12/31/2019	Claims	3	29444	TITAN TRUCK EQUIPMENT INC	294.03	SAFETY STEP
					001 - 594 76 64 01 - Parks-Furniture,Computers&Ec	294.03	

# CHECK REGISTER

CITY OF LIBERTY LAKE  
MCAG #: 2757

12/31/2019 To: 12/31/2019

Time: 14:39:27 Date: 12/31/2019  
Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5287	12/31/2019	Claims	3	29445	VISIT SPOKANE	12,000.00	'19 LODGING TAX GRANT
					115 - 557 30 41 00 - Tourism Prof Services	12,000.00	
5288	12/31/2019	Claims	3	29446	WASHINGTON STATE AUDITORS OFFICE	826.37	2018 AUDIT
					001 - 514 23 41 00 - Administrative Services-Profes	826.37	
5289	12/31/2019	Claims	3	29447	WESTERN SYSTEMS	33,888.91	PEDESTRIAN CROSSING SETUPS E MISSION AVE,SPARE
					110 - 595 64 63 00 - Roads/Streets Const. & Other I	28,044.26	
					110 - 595 64 63 00 - Roads/Streets Const. & Other I	5,844.65	APPLEWAY AVE PEDESTRIAN CROSSING-TO BE REIMBURSED BY INS
5290	12/31/2019	Claims	3	29448	WHITLEY FUEL LLC	346.15	FUEL
					110 - 542 90 32 00 - Maint Admin & Overhead Fuel	45.00	
					420 - 576 61 32 00 - Golf Course-Fuel Consumed	245.77	
					001 - 576 80 32 00 - Parks Fuel Consumed	55.38	
5291	12/31/2019	Claims	3	29449	WINTER GLOW SPECTACULAR	5,000.00	LIGHTING DISPLAY TEARDOWN
					001 - 571 00 41 05 - Special Events Professional Se	5,000.00	
5292	12/31/2019	Claims	3	29450	FEDEX	21.71	WAST TOX LAB
					001 - 521 10 42 00 - Law Enforcement-Telephone,It	21.71	

---

001 General Fund	43,148.03
110 Street Fund	43,238.48
115 Tourism Promotion Fund	20,000.00
310 REET 1 Capital Projects Fund	427.30
311 REET 2 Special Capital Projects Fund	7,257.75
312 Street Capital Fund	547.49
320 Harvard Road Mitigation Fund	10,240.00
330 Library Capital Fund	15,475.67
331 Municipal Facilities Fund Master Plan	18,000.00
410 Stormwater Utility Fund	2,710.31
411 Aquifer Protection Fund	2,710.30
420 Golf Operations Fund	5,730.69
502 Medical Reimbursement (Bridge) Fund	417.69

	169,903.71	Claims:	169,903.71
* Transaction Has Mixed Revenue And Expense Accounts	169,903.71		

**CHECK REGISTER**

CITY OF LIBERTY LAKE

Time: 14:39:27 Date: 12/31/2019

MCAG #: 2757

12/31/2019 To: 12/31/2019

Page: 7

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
-------	------	------	--------	-------	----------	--------	------

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

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

\_\_\_\_\_  
Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

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

\_\_\_\_\_  
Date

# CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

01/07/2020 To: 01/07/2020

Time: 07:48:55 Date: 01/02/2020

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1	01/07/2020	Claims	3	EFT	HRA VEBA TRUST	131,360.00	2020 HRA VEBA CONTRIBUTIONS
					001 - 513 10 28 00 - HRA VEBA-City Administrato	3,000.00	
					001 - 514 22 28 05 - HRA VEBA Treasurer	3,000.00	
					001 - 514 23 28 06 - HRA VEBA	9,000.00	
					001 - 521 10 28 00 - HRA VEBA-Police Records Cl	3,000.00	
					001 - 521 22 28 09 - HRA VEBA-Law Enforcement	41,200.00	
					411 - 542 40 28 06 - Drainage HRA VEBA	900.00	
					410 - 542 67 28 06 - HRA VEBA-Stormwater Maint	900.00	
					110 - 542 90 28 06 - HRA VEBA	4,200.00	
					001 - 558 50 28 00 - HRA VEBA-Building Permits/	12,000.00	
					001 - 558 60 28 00 - HRA VEBA-Planning	6,000.00	
					001 - 572 10 28 06 - HRA VEBA-Libraries	9,000.00	
					420 - 576 61 28 09 - HRA VEBA	4,080.00	
					001 - 576 80 28 06 - HRA VEBA	35,080.00	
2	01/07/2020	Claims	3	29451	ASSOCIATION OF WA CITIES	7,905.00	2020 AWC CITY MEMBERSHIP
					001 - 511 60 49 00 - Legislative-Dues,Subscriptions	7,905.00	
3	01/07/2020	Claims	3	29452	BOARD FOR VOLUNTEER FIREFIGHTERS	235.00	ANNUAL FEES
					001 - 521 10 46 00 - Law Enforcement - Insurance	235.00	
4	01/07/2020	Claims	3	29453	CITIES INSURANCE ASSOC WA	270,157.38	INS PREMIUMS 1/1-11/30/20
					001 - 518 30 46 00 - Central Services-Insurance	232,926.94	
					001 - 521 10 46 00 - Law Enforcement - Insurance	22,859.72	
					420 - 576 61 46 00 - Golf-Insurance	14,370.72	
5	01/07/2020	Claims	3	29454	INLAND EMPIRE UTILITY COORD COUNCIL	1,316.00	2020 UTILITY MEMBER DUES
					001 - 558 50 49 00 - CP&ED-Dues,Subscriptions,M	1,316.00	
6	01/07/2020	Claims	3	29455	JOHN E REID AND ASSOCIATES INC	575.00	ISAAC, JEFF 4-DAY INTERVIEW&INTERROGATION TECHNIQUE
					001 - 521 10 49 00 - Law Enforcement-Dues,Subscr	575.00	
7	01/07/2020	Claims	3	29456	SESAC	460.00	MUSIC PERFORMANCE LICENSE 1/1-12/31/20
					001 - 513 10 49 00 - Dues,Subscriptions,Mbrships	460.00	
8	01/07/2020	Claims	3	29457	WASHINGTON STATE UNIVERSITY	120.00	CARY, JOICE PESTICIDE EDUCATION REGISTRATION
					001 - 576 80 49 01 - Parks-Registration Fees,Mbrsh	120.00	
						<hr/>	
					001 General Fund	387,677.66	
					110 Street Fund	4,200.00	
					410 Stormwater Utility Fund	900.00	
					411 Aquifer Protection Fund	900.00	
					420 Golf Operations Fund	18,450.72	
						<hr/>	
						Claims:	412,128.38
						412,128.38	

**CHECK REGISTER**

CITY OF LIBERTY LAKE  
MCAG #: 2757

01/07/2020 To: 01/07/2020

Time: 07:48:55 Date: 01/02/2020  
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
-------	------	------	--------	-------	----------	--------	------

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

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

\_\_\_\_\_  
Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

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

\_\_\_\_\_  
Date



AGENDA ITEM NO.: 11Bi

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

**SUBJECT:**

Library Board of Trustees Appointment

**FOR THE AGENDA OF:** January 7, 2020

**DEPT. OF ORIGIN:** Library

**EXHIBIT:**

**DEPT. HEAD APPROVAL:** Jocelyn Redel

<b>EXPENDITURE REQUIRED:</b>	NA
<b>BUDGETED:</b>	NA

**SUMMARY STATEMENT**

Library Board Trustee Sandi Bishop desires to continue to serve on the Library Board of Trustees in Position 1. The term for this position will be January 2020 – December 2024.

**RECOMMENDED ACTION**

1. Confirm the appointment for the Library Board of Trustees.



AGENDA ITEM NO.: 11Bii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

**SUBJECT:**

Friends of the Liberty Lake Library  
Quilt Donation

**FOR THE AGENDA OF:** 1/7/2019

**DEPT. OF ORIGIN:** Library

**EXHIBIT:**

None

**DEPT. HEAD APPROVAL:** Director

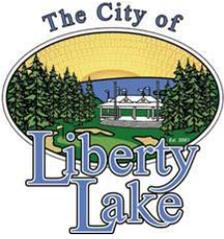
<b>EXPENDITURE REQUIRED:</b>	No
<b>BUDGETED:</b>	No

**SUMMARY STATEMENT**

Liberty Lake Municipal Library desires to accept the donation of a quilt valued at \$1,030 that was created as part of a Friends of the Liberty Lake Library fundraiser in 2019.

**RECOMMENDED ACTION**

1. Accept donation.



AGENDA ITEM NO.: 11Biii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

**SUBJECT:**

Friends of the Liberty Lake  
Library Donation

**FOR THE AGENDA OF:** 1/7/2020

**DEPT. OF ORIGIN:** Library

**EXHIBIT:**

FOLLML 2019 Annual Meeting Minutes

**DEPT. HEAD APPROVAL:** Director

<b>EXPENDITURE REQUIRED:</b>	No
<b>BUDGETED:</b>	Yes

**SUMMARY STATEMENT**

Liberty Lake Municipal Library desires to accept the pledged donation of \$6,000 provided by the Friends of the Liberty Lake Library (FOLLML). This donation will be disbursed throughout 2020 to support purchases for programming and equipment as per the FOLLML bylaws. All disbursements will be noted on the City Administrator's Report per Ordinance 168(A).

**RECOMMENDED ACTION**

1. Accept donation.

Friends of Liberty Lake Municipal Library  
Minutes of December 4, 2019

Meeting called to order by President, Holly Woodruff at 2:00 p.m.

**Present:** Katy Allen (guest), Marsha Binder, Mary Brandon, Shane Brickner (guest), Lola Douthitt, Susan Greenberg, Lorraine Halverson, Sue Hamblet, Jeanne Harmer, Betty Kennedy, Pat Lutzenberger, Mary Manley, Betsy Martin, Jackie Moore, Dianne Murray, Tom Pauley, Jan Piger, Jocelyn Redel, Lora Reeves, Karen Ruef, Tom Sahlberg (guest), Pat Skattum, Marilyn Steen, Cindy Troxel, Cathy Weisbeck, Holly Woodruff.

Holly welcomed everyone. She commented on the great turnout. She recognized our guests, Tom Sahlberg, Shane Brickner, and Katy Allen. She also acknowledged Tom Pauley, the Trustee liaison for the Friends. Holly thanked everyone for coming. Cindy stated that a thank you card for Judi Owens for the quilt is going around for everyone to sign.

**Meeting Minutes:** Betty motioned to have the minutes for October 2019 approved; Sue seconded; the motion was passed.

**Treasurer's Report:** Betty reported a Total Income of \$1,257.53, Total Expenses of \$120.07, and a Check Book Balance of \$16,829.76, with \$12,318.00 in the Savings Account. Betty reported that we made \$1,123.05 on the November Book Sale. The Treasurer's Report was signed and submitted.

**Library Trustee Report:** Tom Pauley gave the Trustee's report. The Trustees are reviewing the 5 year strategic plan. They continue to update library policies every month. With Jocelyn they are consolidating and eliminating policies as possible.

**Library Report:** Jocelyn gave the library report.

- Jocelyn reminded us of Saturday with Santa on December 14. She said the library would close at 3 p.m. on December 24 and December 31, and be closed December 25 and January 1.
- The library has two new staff members. Erin Smith is a Library Associate who will be working with the youth programs and doing story time, as well as circulation. Anna Nielsen is a Library Technician who will work in circulation, interlibrary loans, and processing and mending.
- Jocelyn mentioned some of the December programs: Christmas tree cone decorations, truffle making class, making cards and ornaments. The Needle Arts Group will be meeting a few times in December.
- The library will be working on a new project installing Envisionware, enabling patrons to logon to a computer with their own library card and do their own printing.
- There was a special Library Board meeting to make revisions to the library mission statement, vision statement, and core values.
- Regarding the needs assessment project, a draft of the strategic plan is being reviewed. On December 17 the consultants will present at the City Council meeting.

**Old Business:**

- Lola thanked everyone for their help with the Book Sale. She commented on the great job done by all. Betty commented on how helpful it is to have Cathy organizing the books in the book room. Holly thanked everyone who came to the sale. Lorraine commented that we had a good selection of books.

- Holly stated that the Quilt Dedication will be Monday, December 9, at 4 p.m. at the library. We will hang the quilt this afternoon. Cindy said we will give Judi Owens the thank you card on Monday. Eventually there will be a plaque acknowledging the donation of the quilt. Katy Allen asked how much we made on the fundraiser (\$5620) and who owns the quilt. Currently the Friends own the quilt but will donate it to the library.
- Holly reminded us of the Saturday with Santa event on December 14 from 10:30-1:30 p.m. Jocelyn said there will be 2 different crafts and rock decorating. She felt 5 volunteers would be fine. Cindy suggested a couple more. Marsha, Jan, Mary M., Sandi, Cathy, Lora, and Holly volunteered. Lorraine asked if there were enough rocks. Jocelyn said she would check. Jocelyn asked the volunteers to arrive at 9:30 a.m. Betty asked how the preregistration was going. Jocelyn said there are 5 time slots with 25 in a slot. Walk-ins will be taken 10 minutes after the time slot. Katy suggested having a sign directing overflow parking to the Police Station. Jocelyn agreed.
- Sue asked about two different donations for the library that were mentioned at the City Council meeting. One was from STCU to the library and one was from Waste Management for the Friends of the Library. Sue will send thank you's.
- Jeanne asked if the quilt will be insured. Pat L. said it will be under the Trustees once given to the library. Holly said she would follow up at the next Trustee meeting.
- Cindy mentioned that Sarah from the Winery indicated that their Book Club is sponsoring a book drive for children's books to be donated to the library. Sarah is giving them another week. Holly said to thank Sarah and Mike for their wonderful support.

**New Business:**

- Holly led a discussion on the Valentine Baskets. The baskets need to be ready the first of February. If anyone wants to do a basket, watch the sales after the holidays. Pick a theme. The Needle Arts Group has 3 baskets planned. Joanne agreed to chair the event again. Betty commented that not everyone has to make a basket. Items can be turned in and others will put them together. Or a group can work together. Holly asked that a list be kept of what is in the basket and how much it is worth. The contents are listed on the bid sheets. Keep your receipts.
- Marsha talked about the possibility of having some fun social activities or get-togethers outside of our meetings to get to know each other. Cindy suggested having a couple people work together to head it up, find a place, and send out a notice. Holly agreed this was a great idea. Marsha said she would do it if someone would help her. Sue volunteered to help. Marsha said they will wait until January to start.
- Holly brought up refreshments for the quilt dedication. We will have cookies and drinks. We will start in the meeting room. Judi will speak and Holly will speak. We will then go into the library to the quilt. Marsha, Sue, and Lola will bring cookies. Marilyn asked about the media being present and Holly said she had contacted Craig Howard.

The Monthly Meeting adjourned at 2:29 p.m. and the Annual Meeting began.

**Annual Meeting:**

- **Dues:** Cindy motioned that we keep the membership dues at \$10 a year. Lola seconded the motion. Betty commented that she didn't see any sense in raising it since this is not a fundraising item. A unanimous vote confirmed the dues at \$10 a year.
- **Treasurer's Annual Report:** For the 2019 Annual Report, Betty reported a Total Income of \$18,300.28, Total Expenses of \$9,834.03, and a Net Income of \$8,705.25. Our major fundraising events for 2019 were the Soiree (\$6,331), the Quilt (\$5,620), the Valentine Baskets (\$928) and the Book Sales (\$2,728.12). We have \$16,829.76 in the Checking Account and \$12,318.00 in the Savings Account. Betty stated that \$10,000 will be moved into the Savings Account, but the money will still be available. Holly stated that the needs assessment will be discussed at the next City Council meeting and there will be some ideas for spending the money. There is talk of renewing the Foundation and we will give them back the money we are holding. The Foundation addresses projects that need more capital than we can raise.
- **Audit Report:** Mike Lutzenberger completed the audit for the Friends. He again reminded us that all checks over \$100 must have two signatures. In his report Mike stated that "overall the Financial Statements are in order and reflect an accurate picture of the Financial Position of the Friends Of The Liberty Lake Municipal Library." Holly thanked Betty for her work. A thank you card with a Starbuck's gift card was given to Mike.
- **Fundraising Annual Report:** In her Treasurer's report, Betty gave the results of our fundraising in 2019. We made a total of \$18,300.28 with the main events being the Soiree, the Quilt, the Valentine Baskets and the Book Sales. Holly recognized the Fundraising Committee for their hard work: Marsha, Sue, Lola, Marilyn, Cindy. Cathy thanked Pat S. for her dedication and hard work in keeping the bulletin board updated.
- **Vote to Approve 2020 Budget:** Betty recognized the Budget Committee: Jan, Mary M., Lola, Lora, Betty. She passed out copies of the proposed budget, pointing out that \$6,000 will be allotted to the library next year. Lorraine made a motion to accept the proposed 2020 budget. Lola seconded. Cindy said it looks great and doable. Pat L. commented that Betty has done a fabulous job. The vote was unanimous to approve the budget.
- **Presentation of Slate of Officers:** Holly presented a gift to the current officers in recognition of their service. She asked for nominations from the floor. None were given. The slate of officers was presented: President - Holly Woodruff, Vice President - Sue Hamblet, Secretary - Linda Dockrey, Treasurer - Lora Reeves, and Member-At-Large - Mary Manley. Betty made a motion to accept the slate of officers. Marilyn seconded. The vote was unanimous to approve the slate of officers.
- **Installation of the New Board:** Pat L. officiated at the installation. The new officers came forward and each was presented with a rose. The officers were asked to declare their dedication to their office and uphold the By-Laws. The new Board was installed. Linda was not present and will be installed at the January meeting.

**Next Meeting:** January 29, 2020 at 2 p.m.

Meeting adjourned at 3:00 p.m.

*Cathy Weisbeck*  
Respectfully submitted,  
Cathy Weisbeck, Secretary



**AGENDA ITEM NO.: 11Biv**  
**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:**  
Ameresco Energy Audit Proposal

**FOR THE AGENDA OF:**  
January 7, 2020

**DEPT. OF ORIGIN:**  
Operations and Maintenance

**EXHIBIT:**  
A – Ameresco Energy Audit Proposal

**DEPT. HEAD APPROVAL:**  
Katy Allen, City Administrator

<b>EXPENDITURE REQUIRED:</b>	<b>\$8,500</b>
<b>BUDGETED:</b>	

**SUMMARY STATEMENT**

The City of Liberty Lake is recommending approval of a proposal from Ameresco to proceed with a city-wide energy audit (study). Several of the items which have been identified are coming due and are at the end of their lifecycle as identified in the Asset Management software program. Our objective for utilizing the DES - Energy Service Company (ESCO) pathway is their ability to develop “turn-key” projects with guaranteed project results (price and energy savings – performance – NO CHANGE ORDERS). This process acts as an extension of city staff. DES and the ESCO do all the Construction Management and Project Management and Commissioning.

The Energy Conservation Measures (ECM's) will include items that save energy, water, or other resources (natural gas). The Energy Audit will provide detailed documentation of fieldwork for the audit and calculations in support of the recommendations found in the Energy Services Proposal (the deliverable).

The facilities and projects anticipated in the audit include but are not limited to: Pavilion Park Irrigation System Renovation; Public Safety Emergency Backup Generator; Pond Lining of Trailhead; Public Safety/Library Windows Upgrades, to name a few. These projects have been determined to be items that can be done in conjunction with budgeted funding, grant funding, energy/utilities incentivization and energy savings.

**RECOMMENDED ACTION**

1. Authorize signature of proposal.



222 Williams Avenue South, Suite 100  
Renton, WA 98057  
P: 206 522 4270  
F: 425 687 3171  
ameresco.com

November 26, 2019

City of Liberty Lake Approval: \_\_\_\_\_  
Date: \_\_\_\_\_

Mr Chris McCarthy  
Department of Enterprise Services  
1500 Jefferson Street SE  
PO Box 41476  
Olympia, WA 98504-1401

SUBJECT: Energy Audit Fee Proposal  
City of Liberty Lake

Dear Chris:

We are pleased to submit this proposal for the audit phase of the City of Liberty Lake's Energy Efficiency Upgrades. The facilities which have been identified by the City of Liberty Lake are: Library/Public Safety Building, the Golf Course Irrigation system, city wide Parking Lots, all of the Parks Departments Lighting and Irrigation. Ameresco will provide engineering services for the subject project in accordance with the following:

Engineering Services

A. Audit Phase Services will include:

Ameresco will undertake an Energy Audit of the Facilities. The Energy Audit will identify cost effective Energy Conservation Measures (ECMs). Ameresco will present to the Owner a written Energy Services Proposal, including the Energy Audit Documentation. The Energy Services Proposal will set forth at least the following:

1. A description of the Facility and a description of those buildings and systems which will receive ESCO Equipment and ESCO Services;
2. The Cost Effective ECMs to be installed or caused to be installed by the ESCO and a description of the ECMs analyzed but disqualified under the cost effectiveness criteria;
3. The services that the ESCO will perform on or in the Facility, including but not limited to engineering, construction management, the operations and maintenance procedures for use on ESCO Equipment, training for Facility personnel, providing warranty service, and equipment maintenance;
4. The Maximum Allowable Project Cost, itemized in detail;
5. Recommendations for replacement of Existing Equipment, along with recommendations for improvements to Existing Equipment and Operating Conditions;
6. The standards of comfort and service appropriate for the Facility;



7. The Baseline Energy Consumption for the Facility, computed from monitoring building systems for two to four weeks and annualizing with NOAA or NREL weather data and including the data, methodology and variables used to compute the Baseline, and the Baseline calendar period which will not be less than twelve (12) months;
8. The estimated Energy Savings and Energy Cost Savings that are expected to result from the installation of the ESCO Equipment and from the ESCO Service and an explanation of the method used to make the estimate;
9. The method by which Energy Savings and Energy Cost Savings will be calculated during the term of the Energy Services Agreement;
10. A description of how the ESCO will finance its acquisition of the ESCO Equipment and when title to the ESCO Equipment will pass to the Owner;
11. A description of how the Energy Savings will be guaranteed by the ESCO;
12. A description of how the ESCO proposes to be compensated;
13. The term of the Energy Services Agreement;
14. The schedule for project completion;
15. The nature and extent of work and equipment that the ESCO anticipates it will receive from other firms under sub-contract;
16. Preliminary measurement & verification (M&V) plan: The ESCO will provide on-going measurement and verification to help ensure the guaranteed savings are achieved throughout the first year of the agreement. Post installation Measurement and Verification (M&V) will be performed based on the International Performance Measurement and Verification Protocol (IPMVP) – Option A (Retrofit Isolation-Key Parameter Measurement), and on Section IX – Method of Calculating Energy Savings and Energy Cost Savings. The ESCO will attend one annual meeting to review the Measurement & Verification results and reconcile energy savings.

Conservation measures will include items that save energy, water, or other resources (including various cost savings measures). The Energy Audit will provide detailed documentation of fieldwork for the audit, calculation input and output in support of the recommendations made in the Energy Services Proposal, economic and engineering assumptions, sketches, floor plans, and any other information developed in the course of the Audit.

#### Cost Effectiveness Criteria

It is understood that the cost effectiveness criteria for this project is as follows:

1. Future post-project cash flow, including City capital, utility bill savings, and financing costs will be neutral or positive with respect to pre-project cash flow, assuming a finance term of no more than 15 years.
2. The selected Energy Conservation Measures (ECMs) will be evaluated as a bundle in determining whether or not they meet the cost-effectiveness criteria.
3. The total cost of implementing the ECMs will include the cost of the investment grade audit, design, labor and materials, construction management, DES fees, ESCO fees, bonding, permits, taxes, and other costs that may be agreed to.
4. All utility rebates, State grants, or other rebates and grants associated with the proposed bundle of ECMs will be deducted from the cost of implementing them before determining their cost-effectiveness.
5. No more than 90% of the energy cost savings will be used for the purpose of determining cost-effectiveness. Ameresco does not guarantee the maintenance cost savings.

- If Ameresco is NOT able to develop a project that meets the above cost effectiveness criteria and the City of Liberty Lake chooses not to proceed with a construction contract, the associated audit fee will be waived.
- If Ameresco develops a project that meets the cost effectiveness criteria, the City of Liberty is responsible for the full amount of the audit; the audit fee can either be rolled into the construction contract or be paid in full by the City of Liberty Lake.

Fee for Engineering Services:

A. Basis and amount:

Fixed Fee for Services

Energy Audit: \$8,500.00

It is understood by Ameresco that payment and terms are contingent upon the requirements set forth in the Energy Services Proposal.

Schedule for Engineering Services:

The Energy Audit will be completed within 180 days. The majority of the audit will be performed within 90 days of the Notice to Proceed, however due to season operation of some mechanical equipment, the audit for this portion may be conducted in the late spring of 2020.

We at Ameresco, Inc. appreciate the opportunity to provide these services. If this proposal for Audit Services is satisfactory, please forward contract documents.

Sincerely,  
Ameresco, Inc.



Grant A. Thorsland  
Regional Manager - Northwest

Attachments: Fee Proposal, Conservation Measure Lists

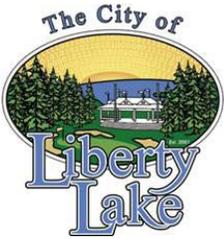
**Hourly Summary:**

TASK	Project Manager	Construction Manager	Project Engineer	Field Audit Technician	Admin. Assistant	Total Hours
Field/Audit	8		24	8		40
Analysis/Calculations	0		8			8
Evaluation of ECMs	2		6			8
Report Write-up	4		4		4	12
Customer Presentation	2		2			4
Travel	0			0		0
Total Hours:	16	0	44	8	4	72
Hourly Rate:	\$ 130	\$ 120	\$ 120	\$ 105	\$ 75	
Estimated Fee for Services:	\$ 2,080	\$ -	\$ 5,280	\$ 840	\$ 300	\$ 8,500
			<b>Total Audit Fee - Energy Project:</b>			<b>\$ 8,500</b>

City of Liberty Lake		
Energy Conservation Measures		Rank
LK-1	Emergency Generator - This measure will design and install a backup generator for the public safety building in place of the existing Photovoltaic System	3
LK-2	Exterior/Parking Lot/Park Lighting - This measure will upgrade the lighting for the (12) City Hall Parking lot, (8) Library/Public Safety Building, (6) Pavilion Park Picnic Shelter, and the (2) Rocky Hill Parking Lot Lighting to new LED Fixtures. New Motion sensors will be installed at the Pavilion Park picnic shelter in addition to the new LED lights.	1
LK-3	Pond Lining - This measure will upgrade the pond. The pond will be reconfigured to include a membrane lining, new water features, rock outer edge, and will include a new power service at the golf course restroom. Lights will be added to the interior and exterior of the restrooms.	2
LK-4	Public Safety Building Windows - This measure will provide new windows and frames. Select identified windows will include an operable section for the offices.	3
LK-5	Library/Public Safety Building RTU - This measure will provide design and implementation of the existing 3 RTU units which are at the end of their lifecycle. Budget pricing for other units will be included.	2



City of Liberty Lake		
Energy Conservation Measures		Rank
LK-6	Library/Public Safety Building Controls - This measure will provide and updated controls system for the facility that is easy to remote access and make changes via phone app or web browser. (Honeywell or 75f)	1
LK-7	Library Interior Lighting - This measure will evaluate the interior lighting and make recommendations for upgrade to LED.	1
LK-8	Pavilion Park Irrigation - Review previously designed irrigation system package, make necessary changes to the package if necessary, in order to qualify for Department of Commerce Energy Grant program.	2



**AGENDA ITEM NO.:** 11Bv

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:** **WSDOT Interlocal Agreement**  
 GCB 3211  
 Regarding Henry Rd and Harvard Rd.  
 Projects

**FOR THE AGENDA OF:** January 7, 2020

**DEPT. OF ORIGIN:** Administration

**EXHIBIT:** **Recently updated GCB 3211 (12.9.19)**  
**Prior draft of GCB 3211 (10.16.19)**

**DEPT. HEAD APPROVAL:** Katy Allen

<b>EXPENDITURE REQUIRED:</b>	Yes
<b>BUDGETED:</b>	Yes

**SUMMARY STATEMENT**

A contract with Washington State Department of Transportation (WSDOT) and the City of Liberty Lake has been negotiated identifying terms and conditions as shown on GCB 3211 Interlocal Agreement, including Exhibits.

A workshop with City Council was held on October 29<sup>th</sup>. The workshop provided information related to the terms and conditions of GCB3211 Interlocal Agreement between Washington State Dept. of Transportation (WSDOT) and the City of Liberty Lake. City staff also provided “what if scenario’s” and the status of the appraisal related to valuation of the Henry Road Right of way.

Since October 29<sup>th</sup>, several things have occurred that may impact funding for the Henry Rd and Harvard Rd. projects. I-976 was approved by the voters of Washington State, a Court has stayed the implementation of the Initiative, and WSDOT has placed all Liberty Lake projects on hold until further notice. Mike Gribner, WSDOT Regional Administrator, was at our Dec. 17<sup>th</sup> council meeting and provided information and answer questions.

To keep the project moving forward, WSDOT worked with the Attorney General’s office to edit the contract. In doing so they rewrote the contract to recognize potential amendments related to funding and to simplify and remove redundancies. A redline of the edits was not provided; however, we are attaching the earlier contract draft so City Council can compare the documents.

Work is underway for the appraisal of the right of way and the design services contract. Both of these items will be credits towards the City’s contributions for this project. When this work has been completed, we will provide additional information to council.

**RECOMMENDED ACTION**

1. Vote to approve GCB3211.

## GCB 3211 INTERLOCAL AGREEMENT

This Interlocal Agreement (Agreement) is entered into between the City of Liberty Lake, a municipal corporation 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. WSDOT is partnering with the Local Agency for a multimodal project, I-90/Barker to Harvard, which will Improve Interchanges and Local Roads hereinafter referred to as the “Project” as shown on the attached Exhibit A. This agreement only pertains to the part of the project located within the boundary of the Local Agency.
- B. This Project includes a structure, Henry Road over Interstate 90 that connects Appleway Country Vista Drive to Mission Ave on the north side of I-90. This Project also includes the widening of the current Harvard Bridge as well as the two westbound Harvard onramps as shown on Exhibit A.
- C. According to the legislature, the Local Agency agrees to contribute \$6,000,000 to the Project. The Local Agency shall cover any overages that occur within the Local Agency city boundaries if the total cost of the project exceeds \$26,900,000.
- D. The \$6,000,000 contribution by the Local Agency may include services provided and real estate acquired for ~~the~~ Henry Road and Henry Road Bridge over Interstate 90. All credits for services shall be documented by proof of payment and real estate shall be credited from certified appraisals. Appraisers will be chosen jointly by WSDOT and the Local Agency. A maximum of \$150,000 will be allowed for landscape improvements credit. The \$6,000,000 is based on Project costs identified in the Executive TEIS – Capital Project System dated 11/25/2019 and included in Exhibit B.
- E. This Agreement will be amended if Chapter 416, Sec 306 of the 2019 Session Law (2019 Engrossed Substitute House Bill 1160) is revised and impacts the legislative direction and project delivery assumptions associated with the I-90/Barker to Harvard– Improve Interchanges and Local Roads project, or if subsequent session law modifies legislative direction on this Project.
- F. The Local Agency will hire an engineering firm to design this Project. The Parties hereto desire to contract for work to be performed by each of them in connection with this Project and the payment of costs and expenses therein involved. The parties agree to meet monthly to review all records, invoices, upcoming expenses and other related materials for the project. This meeting may take place on a less frequent basis if mutually agreed upon by both parties. WSDOT will hire the contractor for construction and oversee the construction.

Now Therefore, pursuant to the provisions of RCW Chapter 39.34, the Interlocal Cooperation Act and to the above recitals and Exhibits A, B and C 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 estimate (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 and the 30-60-90 review process.

2. Funding Commitments and Payments

2.1 The Local Agency shall fund \$6,000,000 for the Project less any and all credits for the Local Agency's services, landscaping (landscape improvements which include, but are not limited to, top soil, irrigation, plantings, seeding, mulching, and roundabout landscaping)- up to \$150,000, -and/or acquired real estate. WSDOT's total financial commitment to the project is \$20,900,000. Thus the total project cost is estimated to be \$26,900,000.

2.2 The Local Agency agrees to make payments for Henry Road project costs within thirty (30) calendar days from receipt of an invoice, up to the amount of its financial commitment. Once the Local Agency has fulfilled its funding requirements then WSDOT will fulfill its commitment to the Project. Overages above the total estimated project cost of \$26,900,000 will be billed to the Local Agency only after WSDOT has fulfilled its commitment to the project.

2.3 Any Project savings will be distributed proportionately to the investment of each Party based on the percent invested. Savings will not be calculated until all expenditures on the project have been paid.

3. Local Agency Responsibilities

3.1 The Local Agency is responsible for the Project's design and construction documents which includes but is not limited to the following: the construction plans, specifications, and estimate (PS&E) developed in accordance with the current version of the WSDOT Plans Preparation Manual, the design documentation package, hydraulic report, traffic management plan, environmental processes and permits, utility relocation or adjustments and geotechnical evaluations developed in accordance with the current version of the WSDOT Design Manual for the Project. The Local Agency shall conform to WSDOT's 30-60-90 percent review matrix.

- 3.2 The Local Agency agrees that in the event additional right of way not currently owned by the Local Agency , property rights, or utility relocations are required for the Project, they shall be obtained in accordance with the following: Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; chapter 47.52 RCW; chapter 8.12 RCW; chapter 8.25 RCW; chapter 8.26 RCW; WAC 468-100, the current WSDOT Right of Way Manual; the current WSDOT Local Agency Guidelines; WSDOT Design Manual Chapters 530 and 540, access guidance; and the City's approved right of way procedures ~~and the City's approved right of way procedures.~~
- 3.3 The Local Agency is solely responsible for and shall acquire all property and property rights in the name of the Local Agency, including uneconomic remainders. The Local Agency agrees that it shall acquire all Project properties free and clear of all liens, claims of damage, adverse possession or prescriptive easement claims, or any other encumbrance or claim, except such encumbrances that may be accepted in accordance with Chapter 8 of the WSDOT Right of Way Manual.
- 3.4 The Local Agency agrees that all property fee acquisitions shall be by statutory warranty deed or easement.
- 3.5 The Parties agree that the Local Agency shall operate and maintain and remain in ownership of properties outside of WSDOT right of way and ~~within~~ outside the Spokane County's easement.
- 3.6 The Local Agency will enter into a maintenance agreement with WSDOT and has obtained a non-exclusive easement #19-1353, Exhibit C, with Spokane County for Henry Road Bridge, to access and maintain the structure and appurtenances including, but not limited to, the approach slabs and walls. The WSDOT maintenance agreement will be executed before construction is complete.
- 3.7 The Local Agency agrees to do the Ad and Award for the landscape improvements associated with the Project, and shall be completed by ~~November 1<sup>st</sup> 2020~~ ora date as mutually agreed upon.
4. WSDOT Responsibilities
  - 4.1 WSDOT agrees to review, and concur when appropriate, the design documentation package, PS&E, geotechnical, and environmental documents for the Project.
  - 4.2 WSDOT will have the final approval of the traffic management plan, bridge and approach drawings, hydraulics report and PS&E documents for the Project.
  - 4.3 WSDOT agrees to perform construction administration and Ad and Award for the Project excluding landscape improvements which includes inspection and Project closure.

5. Term

5.1 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 8.

6. Legal Relations

6.1 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.

7. Applicable Laws Venues

7.1 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.

8. Amendments

8.1 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.

9. Termination

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

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

10. Disputes Resolution

10.1 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 10.2 below.

## 10.2 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.

## 11. Indemnification and Hold Harmless

11.1 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.

11.1.1 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.

11.1.2 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.

11.2 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.

11.2.1 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.

11.2.2 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.

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

12. Signatures

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

<b>CITY OF LIBERTY LAKE</b>	<b>WASHINGTON STATE DEPARTMENT OF TRANSPORTATION</b>
By:	By:
Printed:	Printed: Mike Gribner, P.E.
Title:	Title: Regional Administrator
Date:	Date:
<b>APPROVED AS TO FORM</b>	<b>APPROVED AS TO FORM</b>
By:	By:
Printed: Sean P. Boutz	Printed:
Title: City Attorney	Title: Assistant Attorney General
Date:	Date:



Through Legislative actions, WSDOT has advanced a total of \$3,250,000 for the PE and RW phases of projects 1, 2, and 3 to the 2017-2019 biennium. WSDOT has also advanced funding into the 2019-2023 bienniums to construct projects 1, 2, ~~3~~ and design and construct project ~~4~~ 3.

This money, along with collaborative design efforts between the WSDOT, the City of the Spokane Valley, and the City of Liberty Lake, will allow these projects to be Advertisement Ready in the Spring of 2020 and 2021. (\$ shown are current year.)

1. Harvard Bridge Widening - \$4.5 Million (\$0.5 PE, \$0.0 RW, \$4.0 CN)

Address congestion across I-90 at Harvard Road by adding a third lane across I-90 for northbound traffic.

2. Harvard WB On-Ramp - \$4.0 Million (\$0.4 PE, \$0.75 RW, \$2.85 CN)

Improve I-90 westbound on-ramps from Harvard Rd.

3. Henry Road - \$14.5 Million (\$0.85 PE, \$5.00 RW, \$8.65 CN)

Improve connectivity of the Liberty Lake street system by connecting Country Vista Drive to Mission Avenue with a two-lane city street. Project will be done so as to not preclude future 1-90 connections.

**Executive TEIS - Capital Projects System  
Project Detail With Fund Types**

**I-90/Barker to Harvard Phase 2 - Improve Interchanges and Local Roads**

**ProjectID(PIN):** 609069J      **Contracting Method:** Design Bid Build      **Percent Complete:** 0%      **Revenue Package:** 2015 CW Pkg  
**Description:** New I-90 overcrossing at Henry Rd with local improvements      **Bond Eligible:** N  
**Book Description:** Connecting Washington project to enhance mobility, increase level of service, and improve safe operations on interstate 90 and local roads.  
**Route:** Interstate 90      **Mile Posts:** 295.46 - 295.47      **DOT Region:** Eastern  
**Program/Sub-Program:** Improvement / Mobility      **County:** Spokane  
**Sub-Category:** Urban Mobility      **Congressional District(s):** 05  
**Improvement Types:** Rural/Urban Mobility - General Purpose      **Legislative Districts(s):** 04  
**Major Corridor:** Safety - Interchange Improvements (New & Rebuilt)      **Urban Area:** Spokane-Spokane Valley  
**Project Origin:** Unassigned      **Location:** Spokane

**PROJECT STATUS**

<u>Phase</u>	<u>Start Date</u>	<u>End Date</u>	<u>Phase Status</u>	<u>Milestone</u>	<u>Date</u>	<u>Actl</u>
Preliminary Engineering	12/02/2019	06/01/2021	Active Delivery Project	D - Project Definition Complete	10/03/2018	✓
				B - Begin Preliminary Engineering	12/02/2019	
Right of Way	04/01/2020	06/01/2021	Programmed 6-Year Plan	E - Environmental Doc Complete	11/16/2020	
				R - Right of Way Certification	11/16/2020	
Construction	01/15/2021	06/30/2023	Programmed 6-Year Plan	A - Advertisement Date	12/14/2020	
				O - Operationally Complete	07/15/2022	

**PROJECT COSTS**

<u>Phase/Fund Type</u>	<u>Prior</u>	<u>17 - 19</u>	<u>19 - 21</u>	<u>21 - 23</u>	<u>23 - 25</u>	<u>25 - 27</u>	<u>27 - 29</u>	<u>29 - 31</u>	<u>31 - 33</u>	<u>33 - 35</u>	<u>Future</u>	<u>Total</u>
<b>Preliminary Engineering</b>	0	0	850,000	0	0	0	0	0	0	0	0	850,000
Local - MVA	0	0	850,000	0	0	0	0	0	0	0	0	850,000
<b>Right of Way</b>	0	0	5,000,000	0	0	0	0	0	0	0	0	5,000,000
Local - MVA	0	0	5,000,000	0	0	0	0	0	0	0	0	5,000,000
<b>Construction</b>	0	0	4,601,922	4,048,078	0	0	0	0	0	0	0	8,650,000
Local - MVA	0	0	79,802	70,198	0	0	0	0	0	0	0	150,000
State - CWA	0	0	4,522,120	3,977,880	0	0	0	0	0	0	0	8,500,000
<b>Project Totals</b>	0	0	10,451,922	4,048,078	0	0	0	0	0	0	0	14,500,000
Local - MVA	0	0	5,929,801	70,198	0	0	0	0	0	0	0	6,000,000
State - CWA	0	0	4,522,120	3,977,880	0	0	0	0	0	0	0	8,500,000

Rounding error

10/04/2019 10:13:14 AM  
Recording Fee \$111.50 Page 1 of 9  
Easement SPOKANE, COUNTY RIGHT OF WAY  
Spokane County Washington

6849948



RETURN TO COUNTY ENGINEER  
RIGHT OF WAY DEPARTMENT

Document Title: Non-Exclusive Easement Deed  
Grantor: Government, County of Spokane  
Grantee: Government, City of Liberty Lake  
Location: Contained within the Northwest Quarter (NW ¼) of Section 16, T 25 N, R 45 E.W.M.  
for further legal see below.  
Assessor's Tax Parcel Numbers: 55162.9144  
RF 2649

Authorized by Resolution No. 19 - 1353

**NON-EXCLUSIVE EASEMENT DEED**

IN THE MATTER OF City of Liberty Lake Henry Road Overpass.

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), **SPOKANE COUNTY**, a Political Subdivision of the State of Washington, for and in consideration of Eighteen thousand dollars (\$18,000) and other promises and mutual benefits, the receipt of which is hereby acknowledged, conveys to **CITY OF LIBERTY LAKE**, a municipal corporation of the State of Washington, jointly referred to along with the Spokane County as the Parties, a Non-Exclusive EASEMENT over, upon, and across the following described real property, situated in the City of Liberty Lake, Spokane County, State of Washington, hereinafter referred to as the "Easement Property", Described and Depicted in **Exhibit A**, and hereunder to-wit:

**ASSESSOR'S PARCEL NO. 55162.9144**

A parcel of land located in the Southeast Quarter of the Northwest Quarter of Section 16, Township 25 North, Range 45 East, Willamette Meridian, City of Liberty Lake, Spokane County, Washington, more particularly described as follows:

R. E. Excise Tax Exempt  
Date 10 -4 2019  
Spokane County Treas.  
By JRE

**Commencing** at the southeast corner of the Northwest Quarter of Section 16, Township 25 North, Range 45 East, Willamette Meridian, from which the northeast corner of the Northwest Quarter of said Section 16 Bears North 03°14'11" West, a distance of 2660.45 feet, as shown on Record of Survey recorded in Book 115 of Surveys, Pages 69-70, under Auditor's File No. 5200517, records of Spokane County, Washington;

thence North 03°14'11" West along the east line of the Northwest Quarter of said Section 16, a distance of 1074.02 feet more or less to a point on the south property line of that property granted to Spokane County under recording No. 8012230081, Volume 531 page 1970 recorded on December 23, 1980 in the County of Spokane Washington and the **Point of Beginning**;

thence leaving said east line South 69°20'51" West, a distance of 104.80 feet;

thence North 03°14'11" West, a distance of 94.32 feet to a point on the southerly right-of-way line of Interstate 90 and the north property line of said property deeded to Spokane County;

thence North 69°20'51" East along said southerly right-of-way line of Interstate 90, a distance of 104.80 feet to a point on the east line of the Northwest Quarter of said Section 16;

thence South 03°14'11" East along said east line, a distance of 94.32 feet to **the Point of Beginning**;

Containing 9,432 square feet or 0.217 acres, more or less.

Subject to all easements, covenants, restrictions and reservations of record.

The Non-Exclusive Easement as shown hereon is hereby granted to the City of Liberty Lake and its authorized agents and successors, and to the public for construction and maintenance of a bridge overpass as outlined herein, and for public vehicular and pedestrian use of the bridge overpass, as well as travel and access over, upon and across the above-described Easement Property by way of the finally constructed bridge overpass, also referred to as the Henry Road Overpass.

#### **NATURE OF THE EASEMENT AND LIMITATIONS**

**Determinable nature of the easement:**

Grantor grants to grantee a perpetual non-exclusive easement, so long as, Grantee fully completes the project contemplated and further described herein—to include securing of funds, design, permitting, and complete build-out of the contemplated Henry Road Overpass project—

no later than December 31, 2025. If Grantor fails to complete the project as required within the time limit, this Easement shall automatically revert to Grantor without any required action on Grantor's part whatsoever, and any consideration granted herein shall be returned to Grantee.

**Grantee's accommodation of Grantor's sewer infrastructure:**

Grantee acknowledges that at the time of the execution of this Non-Exclusive Easement Grantor currently owns, operates, and maintains a sewer pipe within the Easement Property. Grantee agrees as follows:

- (1) Grantee agrees to reimburse Grantor for the inspection, relocation, retrofit, or other reasonably necessary accommodation of the existing sewer pipe and associated manholes or other appurtenances located within the Easement Property necessitated by Grantee's use of the Easement Property.
- (2) Grantee agrees not to interfere with the Grantor's right to own, operate, maintain, construct or otherwise use or access the Easement Property, including but not limited to the operation and maintenance of said sewer pipe, so long as Grantor's use is not incompatible with Grantee's use of the Easement Property as provided for herein.

**Grantee's design, build, accommodation, and limitation on interference of Grantor's mass transit or other use:**

Grantee also acknowledges that at the time of the execution of this Non-Exclusive Easement it is the intent of the Grantor to use the Easement Property for a mass and/or rapid transit system/project. Grantee agrees as follows:

- (1) Grantee agrees to undertake its current design and construction of the Henry Road Overpass and accommodate Grantor's use of the Easement Property for mass and/or rapid transit system/project. Grantee shall construct an overpass over the Easement Property which shall consist of no less than a 30 foot travel way and a minimum vertical clearance of 15 feet 0 inches as depicted in **Exhibit B**, which is incorporated herein by reference.
- (2) Further, Grantee agrees that it will not interfere with Grantor's right to use the Easement Property as it otherwise sees fit, so long as such use is not incompatible with Grantee's use of the Easement Property as provided for herein.

**Enforcement of the terms of the agreement:**

Grantee and Grantor agree that in the event it becomes necessary to bring an action in a court of competent jurisdiction to enforce any of the provisions of this Non-Exclusive Easement Deed, including but not limited to specific performance of the terms of this agreement, the prevailing party shall be entitled to recover its' reasonable attorney fees and costs.

**GRANTEE RESPONSIBILITIES**

Grantee agrees to negotiate in good faith to enter into an interlocal agreement with Grantor for the inspection of any bridgework and maintenance of pavement, curbs, signs and signals, and reasonable compensation and/or reimbursement therefor, of that portion of Henry Road/Henry Road Overpass within the Easement Property. Notwithstanding the foregoing, the Grantee(s) or their successors in interest hereby agree that Grantee shall have complete and total responsibility

for the construction of any and all necessary and/or related improvements and maintenance—not otherwise provided for in the aforementioned Interlocal agreement—located within the Easement Property related to the Henry Road Overpass, including but not limited to all streets, signal, signage, bridge work, sidewalks, snow and ice removal/abatement, provided Grantor shall be solely responsible for any and all costs associated with any mass and/or rapid transit construction and/or related improvements not otherwise provided for herein. Grantee agrees to indemnify, defend, and hold harmless Grantor against any damages arising from or related to Grantee's use of this Non-Exclusive Easement Deed to the extent caused by Grantee's negligence or willful misconduct.

**EASEMENT TO RUN WITH THE LAND**

This Non-Exclusive Easement Deed and the agreements and duties provided for herein shall run with the Easement Property and shall be binding on, and shall inure to the benefit of the Parties referenced herein, their heirs, successors and assigns.

IN WITNESS WHEREOF, said political subdivision has caused this instrument to be executed by its proper officers and its seal to be hereunto affixed this 24th day of September 2019.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
\_\_\_\_\_  
MARY L. KUNEY, CHAIR

  
\_\_\_\_\_  
AL FRENCH, VICE-CHAIR

ATTEST:

  
\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

  
\_\_\_\_\_  
JOSH KERNS, COMMISSIONER

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

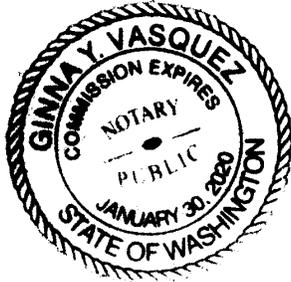
On this 24th day of Sept., 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Mary L. Kuney, Al French and Josh Kerns** to me known to be the Commissioners of the Board of County Commissioners of Spokane County, a political subdivision of the State of Washington, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the seal of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first written above.

*Ginna Y. Vasquez*  
NOTARY PUBLIC in and for the State of  
Washington, residing at Spokane.  
My commission expires: 1.30.20

Agreed to this 24th day of Sept., 2019.

Witness my hand and official seal hereto affixed the day and year first above written.



\_\_\_\_\_  
NOTARY PUBLIC  
in and for the State of Washington,  
residing at Spokane.  
My appointment expires \_\_\_\_\_.



# Attachment “A”

GCB 3211  
Exhibit C

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 45 EAST, WILLAMETTE MERIDIAN, CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 45 EAST, WILLAMETTE MERIDIAN, FROM WHICH THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16 BEARS NORTH 03°14'11" WEST, A DISTANCE OF 2660.45 FEET, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 115 OF SURVEYS, PAGES 69-70, UNDER AUDITOR'S FILE NO. 5200517, RECORDS OF SPOKANE COUNTY, WASHINGTON;

THENCE NORTH 03°14'11" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1074.02 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID EAST LINE SOUTH 69°20'51" WEST, A DISTANCE OF 104.80 FEET;

THENCE NORTH 03°14'11" WEST, A DISTANCE OF 94.32 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 90;

THENCE NORTH 69°20'51" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 90, A DISTANCE OF 104.80 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16,

THENCE SOUTH 03°14'11" EAST ALONG SAID EAST LINE, A DISTANCE OF 94.32 FEET TO THE POINT OF BEGINNING;

CONTAINING 9,432 SQUARE FEET OR 0.217 ACRES, MORE OR LESS.

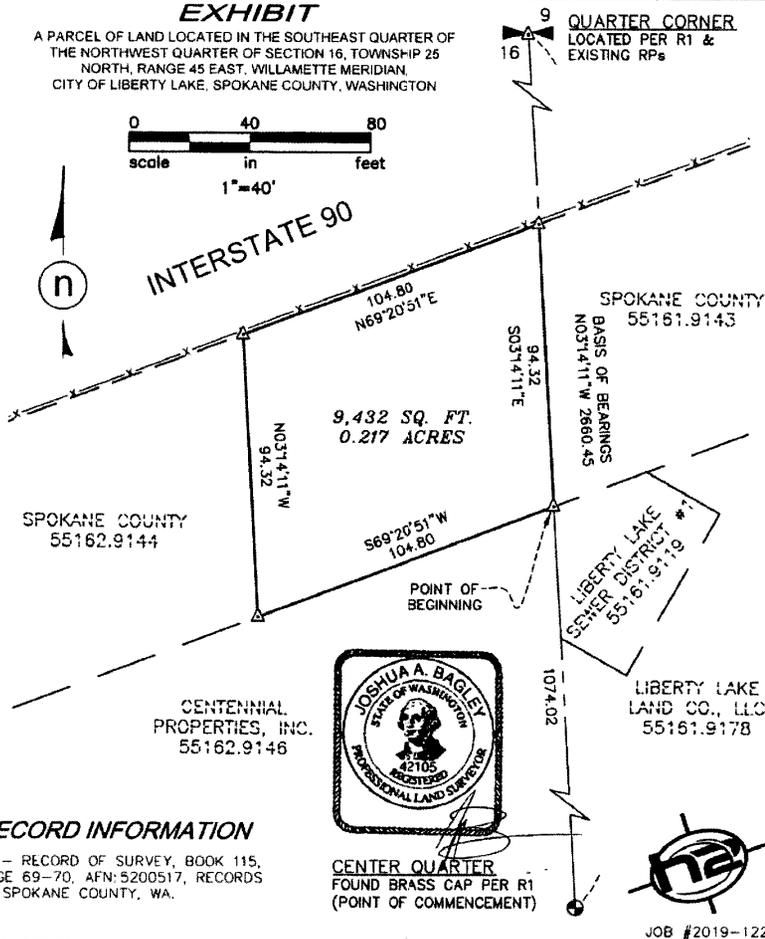
SUBJECT TO:  
EXISTING RIGHTS-OF-WAY AND EASEMENTS OF RECORD AND OR APPEARING ON SAID ABOVE DESCRIBED PARCEL.

**LEGEND**

- ▲ = CALCULATED POINT
- = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "LS 13775"
- ⊕ = FOUND BRASS CAP
- = BOUNDARY LINE
- — — = ADJACENT PROPERTY LINE
- - - - - = RIGHT-OF-WAY LINE
- x-x-x- = FENCE LINE

**EXHIBIT**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 45 EAST, WILLAMETTE MERIDIAN, CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON



**RECORD INFORMATION**

R1 - RECORD OF SURVEY, BOOK 115, PAGE 69-70, AFN: 5200517, RECORDS OF SPOKANE COUNTY, WA.

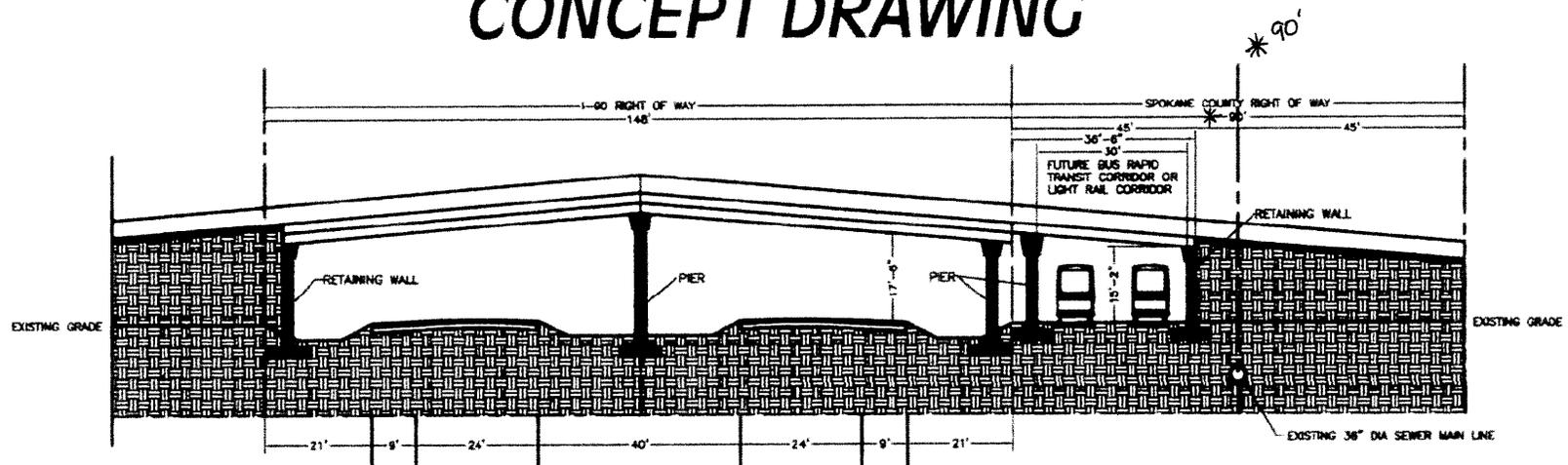
CENTER QUARTER  
FOUND BRASS CAP PER R1  
(POINT OF COMMENCEMENT)

JOB #2019-122

GCB 3211  
Exhibit C

Exhibit B

# CONCEPT DRAWING



HENRY ROAD OVERPASS WITH TRANSIT CORRIDOR PRESERVED

## GCB 3211 INTERLOCAL AGREEMENT

This Interlocal Agreement (Agreement) is entered into between the City of Liberty Lake, a municipal corporation 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. WSDOT, in the interest of aiding multimodal traffic, is designing and constructing a project commonly known as (L2000122) I-90/Barker to Harvard, which will Improve Interchanges and Local Roads hereinafter referred to as the “Project” as shown on the attached Exhibit A (I-90 Barker/Henry/Harvard). This agreement only pertains to the part of the project located in the City of Liberty Lake. This Project includes a structure, Henry Road over Interstate 90 that connects Appleway to Mission Ave on the north side of I-90. This Project also includes the widening of the current Harvard Bridge as well as the two westbound Harvard onramps.
- B. To improve Barker Road and Harvard Road interchanges and connect the local road network north and south of I-90 at Henry Road, WSDOT provided \$3,250,000 for engineering and R/W in the 2017-2019 biennium, of that \$3,250,000, \$800,000 was given to the City of Liberty Lake under GCB 2998 for design services. WSDOT has also committed \$14,750,000 in the 2019-2021 biennium and another \$2,900,000 in the 2021-2023 biennium for a total of \$20,900,000 for the Project as shown on the attached Exhibit B. WSDOT’s current budget estimate for the entire project (L2000122) is estimated at \$26,900,000.
- C. The legislative proviso says \$14,750,000 of the Connecting Washington account – state appropriation, and \$6,000,000 of the motor vehicle account – private/local appropriation, are provided solely for the I-90/Barker to Harvard – Improve Interchanges and Local Roads project (L2000122). The Connecting Washington account appropriation for the improvements that fall within the City of Liberty Lake may only be expended if the City of Liberty Lake agrees to cover any project costs above the \$20,900,000 of state appropriation provided for the total project in LEAP (Legislative Evaluation & Accountability Program) Transportation Document 2019-1 as developed April 27, 2019, Program – Highway Improvements.
- D. The \$6,000,000 contribution by the City of Liberty Lake may include services provided and real estate acquired for the Henry Road over Interstate 90 Project by the Local Agency. All credits for services shall be documented by proof of payment and real estate shall be credited from certified appraisals. Appraisers will be chosen jointly by WSDOT and the Local Agency. A maximum of \$150,000 will be allowed for landscape improvements credit. Any amount over \$150,000 will be paid for completely by the Local Agency and no credit above \$150,000 will be given towards

the \$6,000,000 contribution. The \$6,000,000 is based on Project costs identified in the Executive TEIS – Capital Project System dated 5/3/2019 and included in Exhibit C and GCB 3211 Exhibit B.

- E. This Agreement will be amended if Chapter 416, Sec 306 of the 2019 Session Law (2019 Engrossed Substitute House Bill 1160) is revised and impacts the legislative direction and project delivery assumptions associated with the I-90/Barker to Harvard– Improve Interchanges and Local Roads project (L2000122) or if subsequent session law modifies legislative direction on this Project.
- F. The Parties hereto desire to contract for work to be performed by each of them in connection with this Project and the payment of costs and expenses therein involved. The parties agree to meet monthly to review all records, invoices, upcoming expenses and other related materials for the Pproject. This meeting may take place on a less frequent basis if mutually agreed upon by both Pparties.

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 estimate (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 and the 30-60-90 review process.

2. Funding Commitments and Payments

- 2.1 The Local Agency shall fund \$6,000,000 for the Project (L2000122) less any and all credits for the Local Agency's services and/or acquired real estate as identified in Exhibits A and B for the Project.
- 2.2 The Local Agency agrees to pay all costs in excess of \$20,900,000 of state appropriation provided necessary to complete the work for the Project less any credits as set forth in this Agreement, and when such overages occur in Liberty Lake and are associated with the Harvard Road widening, Harvard Road WB on ramp and/or the Henry Road Bridge. These before mentioned overages will be charged to the Local Agency within the Henry Road portion of the Project. The Local Agency agrees to make payments within thirty (30) calendar days from receipt of an invoice. Once the Local Agency has fulfilled its \$6,000,000 minus credits contribution, per Recital Section D of this Interlocal Agreement,

WSDOT will pay the remainder of the costs associated with the Henry Road portion of the Project up to \$20,900,000. Once \$20,900,000 is exceeded in state funds, Liberty Lake will pay remaining costs within the Henry Road Portion of the Project.

2.3 Any Project savings will be distributed proportionately to the investment of each Party based on the percent invested. Savings will not be calculated until all expenditures on the [Project](#) (L2000122) have been paid.

### 3. Local Agency Responsibilities

3.1. The Local Agency agrees to complete the design and construction documents which include but is not limited to the following: the construction plans, specifications, and estimate (PS&E) developed in accordance with the current version of the WSDOT Plans Preparation Manual, the design documentation package, hydraulic report, traffic management plan, environmental processes and permits, utility relocation or adjustments and geotechnical evaluations developed in accordance with the current version of the WSDOT Design Manual for the Henry Road portion of the Project that falls within the city limits of the Local Agency as shown in Exhibit A.

3.2. The Local Agency agrees that in the event additional right of way, property rights, or utility relocations are required for the Henry Road portion of the Project, they shall be obtained in accordance with the following: Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; chapter 47.52 RCW; chapter 8.12 RCW; chapter 8.25 RCW; chapter 8.26 RCW; WAC 468-100, the current WSDOT Right of Way Manual; the current WSDOT Local Agency Guidelines; WSDOT Design Manual Chapters 530 and 540, access guidance; and the City's approved right of way procedures and the City's approved right of way procedures.

3.3. The Local Agency is solely responsible for and shall acquire all property and property rights in the name of the Local Agency, including uneconomic remainders. The Local Agency agrees that it shall acquire all Henry Road properties free and clear of all liens, claims of damage, adverse possession or prescriptive easement claims, or any other encumbrance or claim, except such encumbrances that may be accepted in accordance with Chapter 8 of the WSDOT Right of Way Manual.

3.4. The Local Agency agrees that all Henry Road properties fee acquisitions shall be by statutory warranty deed or easement.

3.5. The Local Agency shall provide all Henry Road related services including but not limited to funding estimates, title reports and updates, title policies, property valuations including appraisals and appraisal review and administrative offer summaries, acquisition negotiation diaries, relocation assistance, Project property management, and condemnation proceedings that may exist. ~~Is this paragraph needed? Seems redundant with 3.2.~~

- 3.6. The Parties agree that the Local Agency shall operate and maintain and remain in ownership of Henry Road outside of WSDOT right of way and within the Spokane County's easement.
- 3.7. The Local Agency will enter into a maintenance agreement with WSDOT and has obtained a non-exclusive easement #19-1353 with Spokane County for Henry Road Bridge, to access and maintain the structure and appurtenances including, but not limited to, the approach slabs and walls. The WSDOT maintenance agreement will be executed between the Parties before construction is complete.
- 3.8. The Local agency will complete all design and construction documents for the Henry Road portion of the Project and will also provide all construction management services for the landscape improvements associated with the Henry Road portion of the —Project. Landscape improvements include, but are not limited to, top soil, irrigation, plantings, seeding, mulching, and roundabout landscaping.
- 3.9. The Local Agency's design must provide for an independent bridge which will allow for future light rail expansion within Spokane County's right of way, and when constructed will not affect structural integrity of the bridge.
- 3.10. The Local Agency agrees to do the Ad and Award for the landscape improvements associated with the Henry Road portion of ~~the~~ the -Project, which shall be completed by November 1<sup>st</sup> 2020, or as mutually agreed.

#### 4. WSDOT Responsibilities

- 4.1. WSDOT agrees to review, and concur when appropriate, the design documentation package, PS&E, geotechnical, and environmental documents for the Henry Road portion of the Project.
- 4.2. WSDOT will have the final approval of the traffic management plan, bridge and approach drawings, hydraulics report and PS&E documents for the Project.
- 4.3. WSDOT agrees to perform construction administration for the Henry Road portion of the Project excluding landscape improvements which includes inspection and Project closure.
- 4.4. WSDOT agrees to perform Ad and Award and, construction administration for the Harvard Ramps and Harvard Bridge Widening Project and Henry Road Bridge which includes inspection and Project closure.

#### 5. Term

- 5.1 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 98.

6. Legal Relations

6.1 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.

7. Applicable Laws Venues

7.1 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.

8. Amendments

8.1 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.

9. Termination

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

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

10. Disputes Resolution

10.1 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 10.2 below.

10.2 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.

## 11. Indemnification and Hold Harmless

11.1 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.

11.1.1 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.

11.1.2 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.

11.2 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.

11.2.1 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.

11.2.2 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.

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

12. Signatures

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

<b>CITY OF LIBERTY LAKE</b>	<b>WASHINGTON STATE DEPARTMENT OF TRANSPORTATION</b>
By:	By:
Printed: <a href="#">Steve Peterson</a>	Printed: Mike Gribner, P.E.
Title: <a href="#">Mayor</a>	Title: Regional Administrator
Date:	Date:
<b>APPROVED AS TO FORM</b>	<b>APPROVED AS TO FORM</b>
By:	By:
Printed: <a href="#">Sean P Boutz</a>	Printed:
Title: <a href="#">City Attorney</a>	Title: Assistant Attorney General
Date:	Date:



Through Legislative actions, WSDOT has advanced a total of \$3,250,000 for the PE and RW phases of projects 1, 2, and 3 to the 2017-2019 biennium. WSDOT has also advanced funding into the 2019-2023 bienniums to construct projects 1, 2, ~~3~~ and design and construct project ~~4~~ 3.

This money, along with collaborative design efforts between the WSDOT, the City of the Spokane Valley, and the City of Liberty Lake, will allow these projects to be Advertisement Ready in the Spring of 2020 and 2021. (\$ shown are current year.)

1. Harvard Bridge Widening - \$4.5 Million (\$0.5 PE, \$0.0 RW, \$4.0 CN)

Address congestion across I-90 at Harvard Road by adding a third lane across I-90 for northbound traffic.

2. Harvard WB On-Ramp - \$4.0 Million (\$0.4 PE, \$0.75 RW, \$2.85 CN)

Improve I-90 westbound on-ramps from Harvard Rd.

3. Henry Road - \$14.5 Million (\$0.85 PE, \$5.00 RW, \$8.65 CN)

Improve connectivity of the Liberty Lake street system by connecting Country Vista Drive to Mission Avenue with a two-lane city street. Project will be done so as to not preclude future 1-90 connections.

**Executive TEIS - Capital Projects System  
Project Detail With Fund Types**

**I-90/Barker to Harvard Phase 2 - Improve Interchanges and Local Roads**

**ProjectID(PIN):** 609069J      **Contracting Method:** Design Bid Build      **Percent Complete:** 0%      **Revenue Package:** 2015 CW Pkg  
**Description:** New I-90 overcrossing at Henry Rd with local improvements      **Bond Eligible:** N  
**Book Description:** Connecting Washington project to enhance mobility, increase level of service, and improve safe operations on interstate 90 and local roads.  
**Route:** Interstate 90      **Mile Posts:** 295.46 - 295.47      **DOT Region:** Eastern  
**Program/Sub-Program:** Improvement / Mobility      **County:** Spokane  
**Sub-Category:** Urban Mobility      **Congressional District(s):** 05  
**Improvement Types:** Rural/Urban Mobility - General Purpose      **Legislative Districts(s):** 04  
**Major Corridor:** Safety - Interchange Improvements (New & Rebuilt)      **Urban Area:** Spokane-Spokane Valley  
**Project Origin:** Unassigned      **Location:** Spokane

**PROJECT STATUS**

Phase	Start Date	End Date	Phase Status	Milestone	Date	Actl
Preliminary Engineering	12/02/2019	06/01/2021	Active Delivery Project	D - Project Definition Complete	10/03/2018	✓
				B - Begin Preliminary Engineering	12/02/2019	
Right of Way	04/01/2020	06/01/2021	Programmed 6-Year Plan	E - Environmental Doc Complete	11/16/2020	
				R - Right of Way Certification	11/16/2020	
Construction	01/15/2021	06/30/2023	Programmed 6-Year Plan	A - Advertisement Date	12/14/2020	
				O - Operationally Complete	07/15/2022	

**PROJECT COSTS**

Phase/Fund Type	Prior	17 - 19	19 - 21	21 - 23	23 - 25	25 - 27	27 - 29	29 - 31	31 - 33	33 - 35	Future	Total
<b>Preliminary Engineering</b>	0	0	850,000	0	0	0	0	0	0	0	0	850,000
Local - MVA	0	0	850,000	0	0	0	0	0	0	0	0	850,000
<b>Right of Way</b>	0	0	5,000,000	0	0	0	0	0	0	0	0	5,000,000
Local - MVA	0	0	5,000,000	0	0	0	0	0	0	0	0	5,000,000
<b>Construction</b>	0	0	4,601,922	4,048,078	0	0	0	0	0	0	0	8,650,000
Local - MVA	0	0	79,802	70,198	0	0	0	0	0	0	0	150,000
State - CWA	0	0	4,522,120	3,977,880	0	0	0	0	0	0	0	8,500,000
<b>Project Totals</b>	0	0	10,451,922	4,048,078	0	0	0	0	0	0	0	14,500,000
Local - MVA	0	0	5,929,801	70,198	0	0	0	0	0	0	0	6,000,000
State - CWA	0	0	4,522,120	3,977,880	0	0	0	0	0	0	0	8,500,000

Rounding error

10/04/2019 10:13:14 AM  
Recording Fee \$111.50 Page 1 of 9  
Easement SPOKANE, COUNTY RIGHT OF WAY  
Spokane County Washington

6849948



RETURN TO COUNTY ENGINEER  
RIGHT OF WAY DEPARTMENT

Document Title: Non-Exclusive Easement Deed  
Grantor: Government, County of Spokane  
Grantee: Government, City of Liberty Lake  
Location: Contained within the Northwest Quarter (NW ¼) of Section 16, T 25 N, R 45 E.W.M.  
for further legal see below.  
Assessor's Tax Parcel Numbers: 55162.9144  
RF 2649

Authorized by Resolution No. 19 - 1353

**NON-EXCLUSIVE EASEMENT DEED**

IN THE MATTER OF City of Liberty Lake Henry Road Overpass.

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), **SPOKANE COUNTY**, a Political Subdivision of the State of Washington, for and in consideration of Eighteen thousand dollars (\$18,000) and other promises and mutual benefits, the receipt of which is hereby acknowledged, conveys to **CITY OF LIBERTY LAKE**, a municipal corporation of the State of Washington, jointly referred to along with the Spokane County as the Parties, a Non-Exclusive EASEMENT over, upon, and across the following described real property, situated in the City of Liberty Lake, Spokane County, State of Washington, hereinafter referred to as the "Easement Property", Described and Depicted in **Exhibit A**, and hereunder to-wit:

**ASSESSOR'S PARCEL NO. 55162.9144**

A parcel of land located in the Southeast Quarter of the Northwest Quarter of Section 16, Township 25 North, Range 45 East, Willamette Meridian, City of Liberty Lake, Spokane County, Washington, more particularly described as follows:

R. E. Excise Tax Exempt  
Date 10 -4 2019  
Spokane County Treas.  
By JRE

**Commencing** at the southeast corner of the Northwest Quarter of Section 16, Township 25 North, Range 45 East, Willamette Meridian, from which the northeast corner of the Northwest Quarter of said Section 16 Bears North 03°14'11" West, a distance of 2660.45 feet, as shown on Record of Survey recorded in Book 115 of Surveys, Pages 69-70, under Auditor's File No. 5200517, records of Spokane County, Washington;

thence North 03°14'11" West along the east line of the Northwest Quarter of said Section 16, a distance of 1074.02 feet more or less to a point on the south property line of that property granted to Spokane County under recording No. 8012230081, Volume 531 page 1970 recorded on December 23, 1980 in the County of Spokane Washington and the **Point of Beginning**;

thence leaving said east line South 69°20'51" West, a distance of 104.80 feet;

thence North 03°14'11" West, a distance of 94.32 feet to a point on the southerly right-of-way line of Interstate 90 and the north property line of said property deeded to Spokane County;

thence North 69°20'51" East along said southerly right-of-way line of Interstate 90, a distance of 104.80 feet to a point on the east line of the Northwest Quarter of said Section 16;

thence South 03°14'11" East along said east line, a distance of 94.32 feet to **the Point of Beginning**;

Containing 9,432 square feet or 0.217 acres, more or less.

Subject to all easements, covenants, restrictions and reservations of record.

The Non-Exclusive Easement as shown hereon is hereby granted to the City of Liberty Lake and its authorized agents and successors, and to the public for construction and maintenance of a bridge overpass as outlined herein, and for public vehicular and pedestrian use of the bridge overpass, as well as travel and access over, upon and across the above-described Easement Property by way of the finally constructed bridge overpass, also referred to as the Henry Road Overpass.

#### **NATURE OF THE EASEMENT AND LIMITATIONS**

**Determinable nature of the easement:**

Grantor grants to grantee a perpetual non-exclusive easement, so long as, Grantee fully completes the project contemplated and further described herein—to include securing of funds, design, permitting, and complete build-out of the contemplated Henry Road Overpass project—

no later than December 31, 2025. If Grantor fails to complete the project as required within the time limit, this Easement shall automatically revert to Grantor without any required action on Grantor's part whatsoever, and any consideration granted herein shall be returned to Grantee.

**Grantee's accommodation of Grantor's sewer infrastructure:**

Grantee acknowledges that at the time of the execution of this Non-Exclusive Easement Grantor currently owns, operates, and maintains a sewer pipe within the Easement Property. Grantee agrees as follows:

- (1) Grantee agrees to reimburse Grantor for the inspection, relocation, retrofit, or other reasonably necessary accommodation of the existing sewer pipe and associated manholes or other appurtenances located within the Easement Property necessitated by Grantee's use of the Easement Property.
- (2) Grantee agrees not to interfere with the Grantor's right to own, operate, maintain, construct or otherwise use or access the Easement Property, including but not limited to the operation and maintenance of said sewer pipe, so long as Grantor's use is not incompatible with Grantee's use of the Easement Property as provided for herein.

**Grantee's design, build, accommodation, and limitation on interference of Grantor's mass transit or other use:**

Grantee also acknowledges that at the time of the execution of this Non-Exclusive Easement it is the intent of the Grantor to use the Easement Property for a mass and/or rapid transit system/project. Grantee agrees as follows:

- (1) Grantee agrees to undertake its current design and construction of the Henry Road Overpass and accommodate Grantor's use of the Easement Property for mass and/or rapid transit system/project. Grantee shall construct an overpass over the Easement Property which shall consist of no less than a 30 foot travel way and a minimum vertical clearance of 15 feet 0 inches as depicted in **Exhibit B**, which is incorporated herein by reference.
- (2) Further, Grantee agrees that it will not interfere with Grantor's right to use the Easement Property as it otherwise sees fit, so long as such use is not incompatible with Grantee's use of the Easement Property as provided for herein.

**Enforcement of the terms of the agreement:**

Grantee and Grantor agree that in the event it becomes necessary to bring an action in a court of competent jurisdiction to enforce any of the provisions of this Non-Exclusive Easement Deed, including but not limited to specific performance of the terms of this agreement, the prevailing party shall be entitled to recover its' reasonable attorney fees and costs.

**GRANTEE RESPONSIBILITIES**

Grantee agrees to negotiate in good faith to enter into an interlocal agreement with Grantor for the inspection of any bridgework and maintenance of pavement, curbs, signs and signals, and reasonable compensation and/or reimbursement therefor, of that portion of Henry Road/Henry Road Overpass within the Easement Property. Notwithstanding the foregoing, the Grantee(s) or their successors in interest hereby agree that Grantee shall have complete and total responsibility

for the construction of any and all necessary and/or related improvements and maintenance—not otherwise provided for in the aforementioned Interlocal agreement—located within the Easement Property related to the Henry Road Overpass, including but not limited to all streets, signal, signage, bridge work, sidewalks, snow and ice removal/abatement, provided Grantor shall be solely responsible for any and all costs associated with any mass and/or rapid transit construction and/or related improvements not otherwise provided for herein. Grantee agrees to indemnify, defend, and hold harmless Grantor against any damages arising from or related to Grantee's use of this Non-Exclusive Easement Deed to the extent caused by Grantee's negligence or willful misconduct.

**EASEMENT TO RUN WITH THE LAND**

This Non-Exclusive Easement Deed and the agreements and duties provided for herein shall run with the Easement Property and shall be binding on, and shall inure to the benefit of the Parties referenced herein, their heirs, successors and assigns.

IN WITNESS WHEREOF, said political subdivision has caused this instrument to be executed by its proper officers and its seal to be hereunto affixed this 24th day of September 2019.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
\_\_\_\_\_  
MARY L. KUNEY, CHAIR

  
\_\_\_\_\_  
AL FRENCH, VICE-CHAIR

ATTEST:

  
\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

  
\_\_\_\_\_  
JOSH KERNS, COMMISSIONER

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

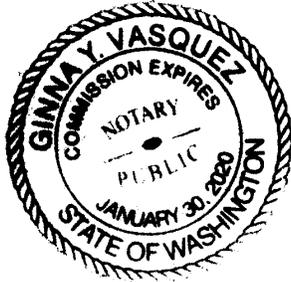
On this 24th day of Sept., 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Mary L. Kuney, Al French and Josh Kerns** to me known to be the Commissioners of the Board of County Commissioners of Spokane County, a political subdivision of the State of Washington, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the seal of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first written above.

*Ginna Y. Vasquez*  
NOTARY PUBLIC in and for the State of  
Washington, residing at Spokane.  
My commission expires: 1.30.20

Agreed to this 24th day of Sept., 2019.

Witness my hand and official seal hereto affixed the day and year first above written.



\_\_\_\_\_  
NOTARY PUBLIC  
in and for the State of Washington,  
residing at Spokane.  
My appointment expires \_\_\_\_\_.



# Attachment “A”

GCB 3211  
Exhibit C

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 45 EAST, WILLAMETTE MERIDIAN, CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 45 EAST, WILLAMETTE MERIDIAN, FROM WHICH THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16 BEARS NORTH 03°14'11" WEST, A DISTANCE OF 2660.45 FEET, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 115 OF SURVEYS, PAGES 69-70, UNDER AUDITOR'S FILE NO. 5200517, RECORDS OF SPOKANE COUNTY, WASHINGTON;

THENCE NORTH 03°14'11" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1074.02 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID EAST LINE SOUTH 69°20'51" WEST, A DISTANCE OF 104.80 FEET;

THENCE NORTH 03°14'11" WEST, A DISTANCE OF 94.32 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 90;

THENCE NORTH 69°20'51" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 90, A DISTANCE OF 104.80 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16,

THENCE SOUTH 03°14'11" EAST ALONG SAID EAST LINE, A DISTANCE OF 94.32 FEET TO THE POINT OF BEGINNING;

CONTAINING 9,432 SQUARE FEET OR 0.217 ACRES, MORE OR LESS.

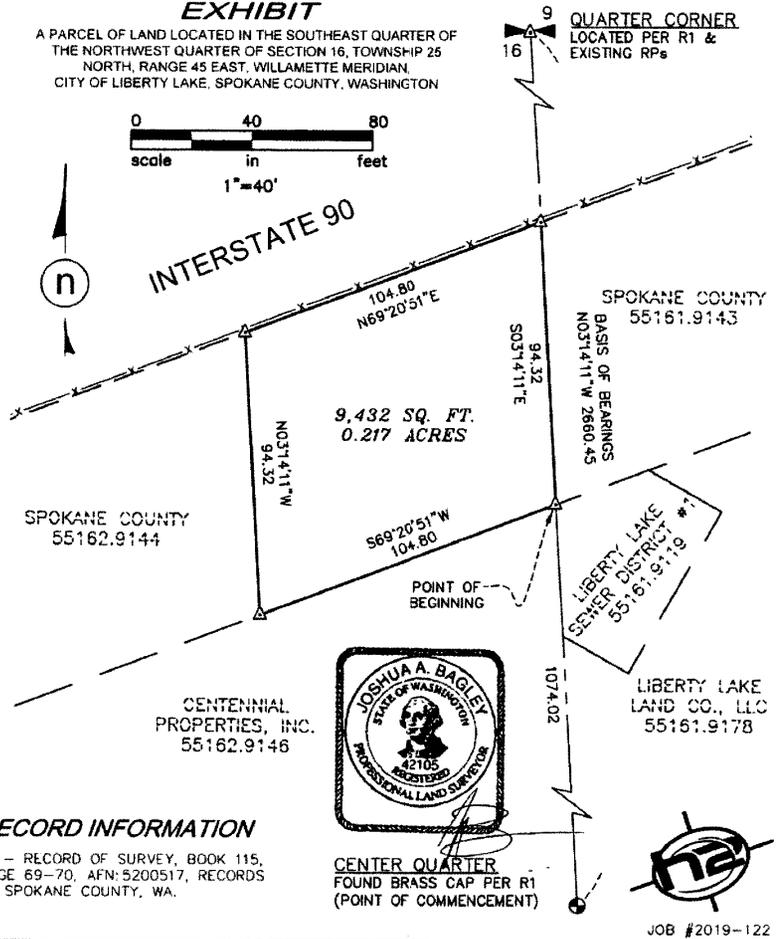
SUBJECT TO:  
EXISTING RIGHTS-OF-WAY AND EASEMENTS OF RECORD AND OR APPEARING ON SAID ABOVE DESCRIBED PARCEL.

**LEGEND**

- ▲ = CALCULATED POINT
- = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "LS 13775"
- ⊕ = FOUND BRASS CAP
- = BOUNDARY LINE
- — — = ADJACENT PROPERTY LINE
- - - - - = RIGHT-OF-WAY LINE
- x-x-x- = FENCE LINE

**EXHIBIT**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 45 EAST, WILLAMETTE MERIDIAN, CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON



**RECORD INFORMATION**

R1 - RECORD OF SURVEY, BOOK 115, PAGE 69-70, AFN: 5200517, RECORDS OF SPOKANE COUNTY, WA.



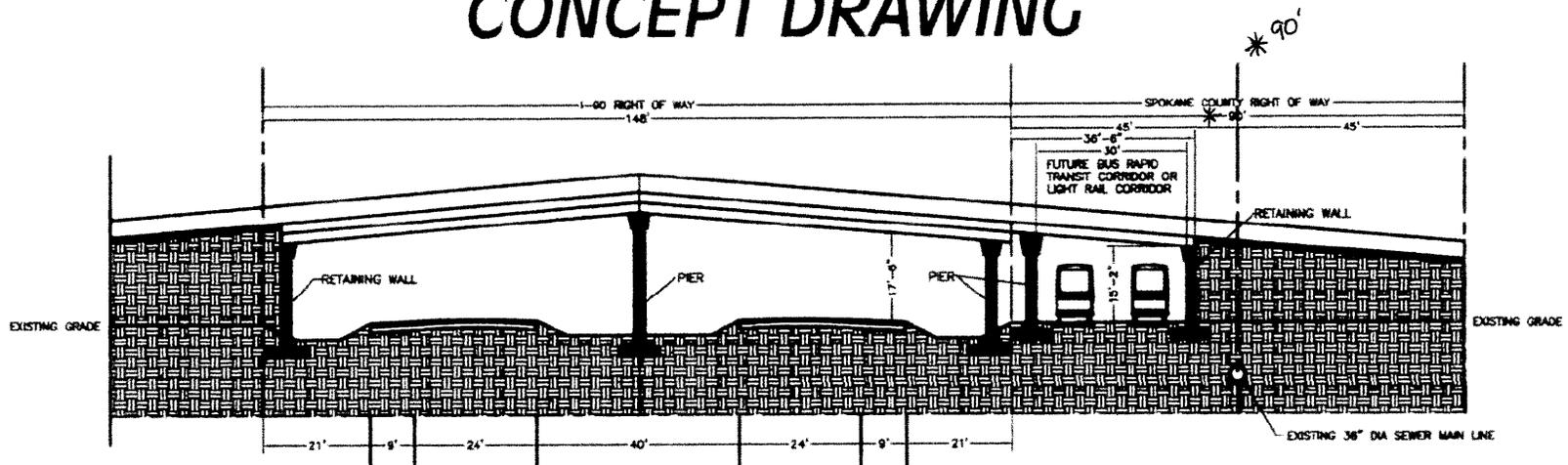
CENTER QUARTER  
FOUND BRASS CAP PER R1  
(POINT OF COMMENCEMENT)



JOB #2019-122

GCB 3211  
Exhibit C

# CONCEPT DRAWING



HENRY ROAD OVERPASS WITH TRANSIT CORRIDOR PRESERVED



AGENDA ITEM NO.: 11Bvi

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

**SUBJECT:**  
Public Works Yard Lighting

**FOR THE AGENDA OF:** January 7<sup>th</sup>, 2020

**DEPT. OF ORIGIN:** Planning & Engineering

**EXHIBIT:**  
Avista Agreement

**DEPT. HEAD APPROVAL:** Director

<b>EXPENDITURE REQUIRED:</b>	Yes
<b>BUDGETED:</b>	Yes

**SUMMARY STATEMENT**

At Council request and to improve security yard lights have been added to the Public Works Yard. Attached is an agreement for outdoor lighting with Avista. The cost to the City will be \$36.27 per light per month.

**RECOMMENDED ACTION**

Staff recommends that Council authorize the Mayor to sign the Avista agreement for outdoor lighting.



POLE # \_\_\_\_\_ ORDER #: 31057

AGREEMENT FOR OUTDOOR LIGHTING  
AREA  STREET  (check one)

Acct. No. 0826930000

Job No. \_\_\_\_\_

THIS AGREEMENT, made and entered into this 10TH day of DECEMBER, 2019, by and between AVISTA, the "Company," and THE CITY OF LIBERTY LAKE, the "Customer," Witnesseth:

1. The Company will supply dusk-to-dawn outdoor lighting service in accordance with its Schedule 47 to the following fixture installed on property located at 375 N KRAMER PKWY, MAINTENANCE SHOP - 2 NEW LIGHTS  
SPID: 5948654292 TYPECODE: HPGL (x2)

Luminaire Model COBRAHEAD Wattage 400W eq Light Distribution Type T3 HPS/LED/MH LED  
Pole Type (wood db-fbg pb-fbg db-sil pb-sil existing cust contr other) Pole Color \_\_\_\_\_ Pole Height \_\_\_\_\_ Arm Length 8FT  
Fed by Transformer # \_\_\_\_\_ GPS Coordinates: X \_\_\_\_\_ Y \_\_\_\_\_

- 2. The Customer will pay for such lighting service in accordance with the terms of the Company's Schedule 47 as filed with the state regulatory commission having jurisdiction and in effect at the time lighting service is furnished hereunder, presently amounting to \$ .36.27/per light/ per month.
- 3. Should the Company file a rate for like service with the state regulatory commission having jurisdiction, which rate shall become effective either by lapse of time or by order of said state regulatory commission permitting or ordering said rate to become effective, the Customer agrees that said rate or any rate subsequently filed for like service may be substituted by the Company for the then effective rate applicable to service hereunder, and thereafter such rate shall be used in determining the amounts to be paid by the Customer for the remainder of the term hereof.
- 4. In the case of area lighting, this agreement will be in effect for 5 years following the installation of the above fixture, and thereafter will continue in effect until terminated by either party upon one month's written notice.
- 5. Company will make any change in location at the request and expense of Customer. Service may be terminated (abandoned) at any location on payment by Customer of Customer's average present investment less net salvage in the facilities abandoned. Customer, at his option, may order a change of location rather than the cost of termination.
- 6. The Customer hereby grants to the Company, without cost, the necessary permits for installation, maintenance, adjustment, and removal of the Company's poles, lines and required facilities for service under this agreement that may be located on the Customer's premises. **FURTHERMORE, THE CUSTOMER ASSUMES FULL RESPONSIBILITY, AT HIS OWN EXPENSE, FOR LOCATING AND, IF REQUESTED, EXPOSING ALL EXISTING CUSTOMER-OWNED FACILITIES (electric conduit, water lines, sprinkler lines, natural gas lines, sewer lines).**
- 7. Avista will not attach Avista light to customer facilities. Customer is responsible for meeting applicable lighting design standards.

ACCEPTED:  
AVISTA

Signed \_\_\_\_\_  
Customer

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

By \_\_\_\_\_ Date \_\_\_\_\_  
Please Print Name

Sketch showing location of luminaire and/or pole to be installed:



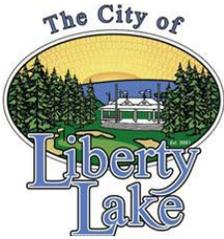
**SEE AFM MAP**

Note: Location must tie to a street address or to a transformer with number and a road intersection or other point easily identified on the distribution map.

Remarks: \_\_\_\_\_

Add  Change  Remove

POLE # \_\_\_\_\_ ORDER #: 31057



**AGENDA ITEM NO.: 11Bvii**  
**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:** Contract with H.W. Lochner for Design of Henry Road Overpass & Roadway Extension

**FOR THE AGENDA OF:** January 7, 2020

**DEPT. OF ORIGIN:** Planning, Engineering & Building Services

**EXHIBIT:** Professional Service Agreement

**DEPT. HEAD APPROVAL:** Lisa D. Key, Director

<b>EXPENDITURE REQUIRED:</b>	Yes
<b>BUDGETED:</b>	Yes

**SUMMARY STATEMENT**

The City undertook a Request for Qualifications to identify an engineering firm to complete the Henry Road Overpass and Roadway Extension Design. Three firms submitted proposals and were interviewed by a selection team that included WSDOT, Central Valley School District, City staff. H.W. Lochner was selected as the most qualified firm.

The attached professional service contract in the amount of \$1,412,822, provides for engineering services including design, environmental review, and preparation of bid specifications for the extension of Henry Road from Country Vista Drive north to Mission Avenue in the City of Liberty Lake, to include the roadway extension, the bridge spanning the I-90 corridor, and intersection improvements at the intersections with Country Vista Drive and Mission Avenue. The contract identifies \$50,000 in a management reserve fund (e.g. contingency) as may be authorized by the City Engineer for unforeseen additional costs or additional work beyond the scope identified. Design work for this project is expected to be completed by December 2020.

Cost for this contract will be credited toward the City's contribution associated with the WSDOT Interlocal Agreement GCB 3211 Regarding Henry Road and Harvard Road Projects.

**RECOMMENDED ACTION**

1. Approve the contract, and authorize the Mayor to execute the contract.

# Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN or SSN Number	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Total Amount Authorized:  Management Reserve Fund:  Maximum Amount Payable:

## Index of Exhibits

- Exhibit A      Scope of Work
- Exhibit B      DBE Participation/SBE Plan
- Exhibit C      Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D      Prime Consultant Cost Computations
- Exhibit E      Sub-consultant Cost Computations
- Exhibit F      Title VI Assurances
- Exhibit G      Certification Documents
- ~~Exhibit H      Liability Insurance Increase~~
- Exhibit I      Alleged Consultant Design Error Procedures
- Exhibit J      Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name:  
Agency:  
Address:  
City: State: Zip:  
Email:  
Phone:  
Facsimile:

If to CONSULTANT:

Name:  
Agency:  
Address:  
City: State: Zip:  
Email:  
Phone:  
Facsimile:

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
  2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.  
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: [ConsultantRates@wsdot.wa.gov](mailto:ConsultantRates@wsdot.wa.gov).  
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.  
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
  3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
  5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
  6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number:

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Agreement Number:

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

## **VIII. Nondiscrimination**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964  
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973  
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973  
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975  
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987  
(Public Law 100-259)
- American with Disabilities Act of 1990  
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## **IX. Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number:

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

Agreement Number:

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number:



The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number:

## **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

## **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

Agreement Number:

**Exhibit A**  
**Scope of Work**

---

Project No.

Agreement Number:

**Exhibit B**  
**DBE Participation**

---

Agreement Number:

**Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

## II. Any Other Electronic Files to Be Provided

## III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

**Exhibit D**  
**Prime Consultant Cost Computations**

---

Agreement Number:

## ***Exhibit E***

# ***Sub-consultant Cost Computations***

---

~~There isn't any sub-consultant participation at this time.~~ The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

# **Exhibit F**

## **Title VI Assurances**

---

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

**Exhibit G**  
**Certification Documents**

---

Exhibit G-1(a) Certification of Consultant

~~Exhibit G-1(b) Certification of \_\_\_\_\_~~

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -  
Primary Covered Transactions

~~Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying~~

Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

## Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and  
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_ and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agreement Number:

## Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant 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 (3) year period preceding this proposal been convicted of 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental 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 (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

## **Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

## Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution\*\*\*:

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

# **Exhibit H**

## **Liability Insurance Increase**

---

### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

## **Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

# **Exhibit J**

## **Consultant Claim Procedures**

---

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

# Exhibit A-1, Scope of Work

---

## Table of Contents

<b>1.0</b>	<b>Project Administration</b> .....	<b>5</b>
1.1	Team Management .....	5
1.2	Monthly Invoices/Progress Reports .....	5
1.3	Team Meetings .....	5
1.4	Agency Coordination (WSDOT, County) .....	6
1.5	Regular Coordination with the CITY .....	6
1.6	Project Work Plan .....	6
1.7	Critical Path Schedule .....	7
1.8	Project and Document QA/QC .....	7
<b>2.0</b>	<b>Surveying (JUB Engineers)</b> .....	<b>7</b>
2.1	Primary Control .....	7
2.2	Existing Right-of-Way Research .....	7
2.3	Legal Descriptions and Exhibits .....	8
2.4	Topographic Mapping .....	8
2.5	Project Base Map .....	9
2.6	Right-of-Way Plans .....	9
<b>3.0</b>	<b>Geotechnical (GeoEngineers)</b> .....	<b>10</b>
3.1	Exploration .....	10
3.2	Engineering Analysis .....	11
3.3	Report Preparation and Review .....	11
<b>4.0</b>	<b>Environmental Documentation (JUB Engineers and AEC)</b> .....	<b>12</b>
4.1	SEPA Checklist (JUB Engineers) .....	12
4.2	Cultural Resources (AEC) .....	13
4.2.1	Project EZ-1 Form .....	13
4.2.2	Background search at DAHP .....	13
4.2.3	Prepare Draft and Final Archaeological and Historic Survey Report (AHSR) .....	13
<b>5.0</b>	<b>Hydraulics</b> .....	<b>14</b>
5.1	Hydraulic Analysis/Design .....	14

# Exhibit A-1, Scope of Work

---

5.2	Hydraulic Report.....	14
<b>6.0</b>	<b>Right-of-Way Acquisition (DCI Engineers) .....</b>	<b>15</b>
6.1	PE Phase Services .....	15
6.2	RW Phase Services.....	15
<b>7.0</b>	<b>Utility Coordination (JUB Engineers).....</b>	<b>15</b>
7.1	Utility Coordination .....	15
<b>8.0</b>	<b>Traffic Management Plan (JUB Engineers).....</b>	<b>16</b>
8.1	Traffic Management Plan .....	16
<b>9.0</b>	<b>Design Documentation.....</b>	<b>17</b>
9.1	Basis of Design (BOD) .....	17
9.2	Roundabout Design Report (RDR) .....	17
<b>10.0</b>	<b>Structural Engineering.....</b>	<b>18</b>
10.1	Type, Size, and Location (TS&L) Study.....	18
10.2	Structural Site Data (Walls) .....	18
10.3	Structural Site Data (Bridges) .....	18
<b>11.0</b>	<b>Intersection Analysis – Country Vista Drive .....</b>	<b>19</b>
11.1	Model Coordination with Others .....	19
11.2	Traffic Signal Warrant Analysis.....	19
11.3	Intersection Concept Development .....	19
11.4	Intersection Analysis Report.....	20
<b>12.0</b>	<b>Landscaping &amp; Irrigation Plans (MT-LA) .....</b>	<b>20</b>
12.1	Parks and Arts Committee Coordination.....	20
12.2	30% Design .....	20
12.3	60% Design .....	21
12.4	90% Design .....	21
12.5	Final Design (100%) .....	21
12.6	PS&E Package .....	21
<b>13.0</b>	<b>30% Design .....</b>	<b>22</b>
13.1	Contract Plan Development .....	22
13.2	Engineer’s Opinion of Probable Costs .....	22
13.3	Compile/Submit 30% Submittal Package .....	23
<b>14.0</b>	<b>60% Design .....</b>	<b>23</b>
14.1	Contract Plan Development .....	23

## Exhibit A-1, Scope of Work

---

14.2 Engineer’s Opinion of Probable Costs .....	24
14.3 Contract Specifications Run-list.....	24
14.4 Compile/Submit 60% Submittal Package .....	24
<b>15.0 90% Design .....</b>	<b>24</b>
15.1 Contract Plan Development .....	24
15.2 Engineer’s Opinion of Probable Costs .....	25
15.3 Contract Specifications.....	25
15.4 Compile/Submit 90% Submittal Package .....	25
<b>16.0 Final Design (100%).....</b>	<b>26</b>
16.1 Contract Plan Development .....	26
16.2 Engineer’s Opinion of Probable Costs .....	26
16.3 Contract Specifications.....	27
16.4 Compile/Submit Final (100%) Design Submittal Package .....	27
<b>17.0 PS&amp;E Package .....</b>	<b>27</b>
17.1 Compile/Submit PS&E Package .....	27
<b>18.0 Bid Assistance.....</b>	<b>28</b>
18.1 Bid Assistance .....	28
<b>19.0 Engineer of Record Support.....</b>	<b>28</b>
19.1 Engineer of Record Support .....	28
<b>20.0 Project Closeout.....</b>	<b>28</b>
20.1 Project Closeout .....	28

# Exhibit A-1, Scope of Work

---

## Exhibit A-1 – Scope of Work Henry Road Overpass & Roadway Extension *City of Liberty Lake, Washington*

### PROJECT DESCRIPTION

The City of Liberty Lake intends to construct an extension of Henry Road from Country Vista Drive on the south side of I-90 to Mission Avenue on the north side of I-90. The project will involve constructing a new overpass structure over I-90 and Spokane County's right-of-way, a new signalized or roundabout intersection at Henry Road/Country Vista Drive, and a new roundabout intersection at Henry Road/Mission Avenue.

While funding for the project is programmed for construction in 2021, construction funding for the project has been paused. Design is anticipated to begin in January 2020 and be completed by December 2020. Design services are being secured and administered by the City of Liberty Lake. Project advertisement for construction, contract administration, and inspection services will be performed by WSDOT if funding issues are resolved.

In addition to the specific assumptions associated with each of the tasks outlined herein, several key assumptions are made in developing the scope and schedule for the work to be performed and to assure timely decisions that will enable the team to achieve the agreed upon schedule:

- A Notice To Proceed will be issued in accordance with the agreed upon schedule;
- Documents to be supplied by the City will be received in accordance with the agreed upon schedule;
- The Consultant will provide coordination for WSDOT owned, County owned, and private utilities;
- The City will perform reviews and provide approvals at the end of each level of design in accordance with the agreed schedule;
- The City will provide one set of review comments for draft and final reports, 30/60/90/Final/PS&E Reviews.
- Draft documents will be clearly marked "DRAFT", "PRELIMINARY", OR "30% SUBMITTAL" either with a stamp or watermark, and engineering reports and documents will be stamped by the Professional Engineer in charge of that work;
- Documents will be delivered to the City in PDF and DGN format via email or CD unless otherwise specified; and,
- All references to "cost estimates" shall mean "engineers opinion of probable costs;" and,
- MicroStation will be used for design and plan sheet preparation.
- Landscaping and Irrigation Plans will be prepared and advertised for bids as a separate contract.
- Bridge and Roadway plans will be prepared in accordance with WSDOT Plans Preparation Manual.

The following scope of work is to provide professional engineering services to complete design, environmental evaluations and permitting, and right-of-way acquisition to produce one complete set of Plans, Specifications, and Estimate (PS&E) package to be delivered to WSDOT for advertisement for construction, excluding the landscape and irrigation plans, which will be a separate set of PS&E to be advertised by the City of Liberty Lake.

The following are the specific elements of the work plan for this project.

# Exhibit A-1, Scope of Work

---

## 1.0 Project Administration

### 1.1 Team Management

The CONSULTANT shall be responsible for on-going management of the consultant team for this project in accordance with the provisions of the Agreement. On-going management will include confirming that the work is completed in a timely manner and within the Agreement budget. The CONSULTANT shall be responsible for:

- Strategic management and reporting;
- Making assignments to project staff and subconsultants;
- Developing subcontract agreements;
- For the purposes of budgeting, the anticipated length of the design portion of the project will be **12 months** beginning approximately **January 8, 2020** and completed by **December 31, 2020**. Engineer of Record services will extend to **July 30, 2022**.

The CONSULTANT shall be responsible for coordinating the activities to complete the Elements of the Agreement. This coordination will include coordination with the CITY's Project Manager and internal staff, WSDOT's Project Engineer and Bridge Design staff, Spokane County's Engineer and review staff, timely input for meetings, incorporating work into project deliverables and obtaining answers to issues raised by the CITY, WSDOT, and Spokane County. The CONSULTANT's Project Manager shall be the point of contact for questions and requests from the CITY's Project Manager. Discussions, correspondence, or work requested of the CONSULTANT, that impact the scope of work, budget, or products shall be directed in writing to the CITY's Project Manager.

### 1.2 Monthly Invoices/Progress Reports

The CONSULTANT shall provide a monthly status/progress report with monthly invoices, itemized by task, to the CITY that will describe work performed by the CONSULTANT team members during the current reporting period. The progress reports will be prepared in a format approved by the CITY Project Manager. This format will include the following topics:

- A general summary of activities performed by the CONSULTANT team including meetings held during the reporting period;
- Listing of activities by work element performed by the CONSULTANT team during the reporting period;
- A listing of problems/issues encountered during the reporting period and their resolution; and,
- A listing of activities to be accomplished during the next reporting period.

#### Deliverables:

- Monthly Status/Progress Reports and Monthly Invoices

### 1.3 Team Meetings

The CONSULTANT shall meet with the project team throughout the duration of the project schedule. The following meeting assumptions are made:

- Project Kick-off Meeting to be held at City Hall and to include key members of the CONSULTANT team, including all subconsultants.
- The CONSULTANT's team will meet on a bi-weekly basis during the design phase of the project. Assume up to five (5) CONSULTANT team members per meeting and meetings lasting no longer than one (1) hour each.

## Exhibit A-1, Scope of Work

---

- The CONSULTANT's Project Manager and appropriate staff will meet with the City Engineer and WSDOT Project Engineer monthly for the purpose of updating progress and preparing City staff for Council reporting. Assume one (1) hour per meeting.
- WSDOT/County Over-the-Shoulder Meetings will be held at the 30%, 60%, 90%, and Final (100%) design submittals. Assume two (2) hours for each meeting.
- The CONSULTANT's Project Manager will meet with CITY, WSDOT, and County leadership once quarterly to update leadership on the status of the project. Assume one (1) hour per meeting.

### **Deliverables:**

- Meeting Minutes/Notes

#### **1.4 Agency Coordination (WSDOT, County)**

The Henry Road Overpass & Roadway Extension project involves coordination with Spokane County and Washington State Department of Transportation (WSDOT). The CONSULTANT will work with the CITY to coordinate reviews with both agencies. This work will include informal meetings, conference calls and telephone calls.

The CONSULTANT shall provide coordination with WSDOT for review of the project design and including submittal of the Plans for Approval for work within WSDOT right of way. For budgeting purposes, six meetings are assumed.

### **Deliverables:**

- Meeting Minutes/Notes

#### **1.5 Regular Coordination with the CITY**

The CONSULTANT shall maintain regular contact and coordination with the CITY's Project Manager in accordance with the provisions of the Agreement. Regular coordination with the CITY will include working with the CITY to involve staff with aspects of the project. The CONSULTANT Project Manager shall be responsible for:

- Maintaining regular contact with the CITY and designated project management team staff through informal office visits, telephone conversations, e-mails, and faxes;
- Maintaining open access to project information by the CITY; and,
- The CITY's Project Manager may contact any team member as needed during each phase of the project with a summary of any discussion sent to the CONSULTANT Project Manager.
- The schedule will include an overall project schedule and specific Consultant work elements and show milestone dates for the events necessary to complete the project. The schedule will be updated up to two times to reflect significant schedule changes.
- 

#### **1.6 Project Work Plan**

The CONSULTANT shall provide a work plan to the design team and the CITY outlining the project objectives, organization of the team, lines of communication, design phase schedule, and key deliverables.

### **Deliverables:**

- Project Work Plan

# Exhibit A-1, Scope of Work

---

## 1.7 Critical Path Schedule

The CONSULTANT shall provide a critical path method project schedule created in Microsoft Project identifying tasks, durations, submittal dates, review periods, and other key milestones. The initial schedule will be included and submitted with the Project Work Plan. The project schedule will be updated monthly to reflect current progress and anticipated adjustments that may be required.

### Deliverables:

- Initial Critical Path Schedule (to be included in Project Work Plan)
- Monthly schedule updates

## 1.8 Project and Document QA/QC

The CONSULTANT shall provide a project-wide multi-disciplinary QA/QC review for the project technical design and for preparation of the documents and deliverables submitted to the CITY, WSDOT, and County for review. The QC/QA reviews will include, but not be limited to, technical, constructability, contractability, and risk.

### Deliverables:

- QA/QC Review Documents

## 2.0 Surveying (JUB Engineers)

### 2.1 Primary Control

Primary control consists of referencing or establishing inter-visible monuments within the project limits. Primary control monuments will be set as needed using #5 rebar with plastic cap marked "J-U-B ENGINEERS INC CONTROL POINT". Research will be conducted which includes WSDOT and other Geodetic Reference Monuments (horizontal and vertical) and Land Corner Records (LCR's).

### Assumptions:

- Horizontal Datum will be based on NAD83, Washington State Plan Coordinates, Washington North Zone projected to ground values scaled about a control point located central to the project.
- Vertical Datum will be based on NAVD88.
- Control points will be set at a maximum distance of 1,000 feet apart and placed in an area that is capable of holding a stable position both horizontally and vertically.
- Public Land Corners will be tied to facilitate calculation of property corners needed during the Land Surveying Phase of the project and in writing legal description(s) for proposed right-of-way and easement acquisitions. Land Corner Records will be verified and updated as necessary in accordance with Washington Code.

### Deliverables:

- List of Primary Control used.

### 2.2 Existing Right-of-Way Research

JUB ENGINEERS will research property ownerships, records of survey, deeds, easements, historical right-of-way documents and plats along the existing road corridor to establish the boundaries of the existing right-of-way.

# Exhibit A-1, Scope of Work

---

## Assumptions:

- Prepare and send right-of-entry letters to up to three (3) property owners.
- Tie existing monumentation necessary to determine existing rights-of-way pertinent to the project. Tie centerline of existing roads. Tie applicable lines of occupation along existing roadways, including fence lines.
- Complete calculations to define the existing right-of-way and road centerline.

## Deliverables:

- Three (3) right-of-entry letters.
- Existing right-of-way records.

### **2.3 Legal Descriptions and Exhibits**

JUB ENGINEERS will prepare legal descriptions and exhibits for acquisition areas, including both temporary and permanent.

## Assumptions:

- Up to four (4) legal description and exhibits will be required.
- Stake proposed right-of-way with temporary stakes for property appraisals.

## Deliverables:

- Up to four (4) legal descriptions and exhibits.

### **2.4 Topographic Mapping**

JUB ENGINEERS will perform topographic surveying of the project area including portions of existing Henry Road, Country Vista Drive, the future Henry Road extension right-of-way, Spokane County right-of-way, I-90 right-of-way, and Mission Ave.

## Assumptions:

- Existing roadway will be surveyed 500 LF each direction of the Henry Road alignment centerline.
- Existing Henry Road will be surveyed 1000 LF to the south of the Country Vista Drive intersection.
- Topographic mapping will be performed using conventional methods and WSDOT point codes adequate to produce a contour interval consistent with the WSDOT Design Manual throughout the project.
- The approximate limits of topographic survey will be defined at the Project Kick-off Meeting and will be used to define the anticipated project and survey limits.
- Features to be mapped will include, but are not limited to, existing ground features, slopes, curbs, sidewalks, striping, signs, poles, lights, observable above-ground utilities, rim elevations and inverts (where accessible), edge of pavements and gravel areas, and all One-Call utility marks.
- JUB ENGINEERS will coordinate with WSDOT regarding access to I-90 for location of topographic features. JUB ENGINEERS has assumed traffic control will be required on I-90 to survey lane lines and the median and has allocated \$5,000 for traffic control purposes. Any costs above \$5,000 will be approved prior to work starting within the I-90 right-of-way.
- Geotechnical boring and test pit locations will be surveyed.
- The One Call dig line will be used to the extent possible. JUB ENGINEERS will coordinate utility locate calls. Utility locates provided by the utilities will be incorporated into the base map if they are

## Exhibit A-1, Scope of Work

---

marked prior to survey. JUB ENGINEERS will coordinate with franchised utility companies as necessary to develop the preliminary layout. Existing utility maps will be requested by JUB ENGINEERS from each utility, compared with the topography and incorporated into the base map.

- Survey will mobilize a total of two (2) times; once for initial topographic survey, and a second time for supplemental survey later in design.
- Traffic Control will be mobilized one (1) time only for I-90 surveying.

### Deliverables:

- Raw topographic survey data and descriptions.

### **2.5 Project Base Map**

JUB ENGINEERS will prepare a project Base Map using the collected data in accordance with WSDOT Design Manual and Survey Procedures.

### Assumptions:

- The project Base Map will be prepared in MicroStation.
- A digital terrain model will be created for the project site.
- A field check of the base map and digital terrain model will be made prior to submittal.
- One (1) review of the base map and digital terrain model will be made.

### Deliverables:

- Draft topographic base map including digital terrain model.
- Final Project Base Map sealed by a Licensed Professional Land Surveyor in the State of Washington.

### **2.6 Right-of-Way Plans**

JUB ENGINEERS will prepare right-of-way plans for the entire project area in accordance with WSDOT standards and procedures.

### Assumptions:

- Right-of-Way plans will show the existing right-of-way and easements located within the project limits. Since title reports will not be collected for all parcels on the project, only easements readily available per record will be mapped and shown on the plans.
- JUB ENGINEERS will monument the right-of-way in accordance with WSDOT standards. Both previously acquired right-of-way and that acquired as part of this project. Monumentation will be shown on the right-of-way plans.
- Order Title Reports and the last Deed of Record from a Title Company for up to 2 parcels surrounding the project corridor.
- Set permanent survey monuments at new right-of-way locations.
- Prepare a Record of Survey for parcel(s) acquired and recorded with Spokane County Auditor's Office by the Surveyor of Record at the conclusion of construction

### Deliverables:

- Draft Right-of-Way Plans.
- Final Right-of-Way Plans.

## Exhibit A-1, Scope of Work

---

- Up to two (2) Title Reports.
- Record of Survey.

### 3.0 **Geotechnical (GeoEngineers)**

GeoEngineers will perform the Geotechnical investigation and evaluation in support of 30, 60 and 90 percent design. GeoEngineers will review existing geotechnical information in the project area and explore subsurface conditions for the proposed Henry Road Overpass and Roadway Extension project.

GeoEngineers proposes to provide design-level recommendations for the bridge structure, bridge approach retaining walls, and intersection improvements (roundabouts) at Country Vista Drive and at Mission Avenue. Geotechnical recommendations also will be provided in support of stormwater management and disposal, pavement design, and luminaire and signal pole foundations design.

#### **Assumptions:**

- Permits for drilling on WSDOT, Spokane County and City of Liberty Lake ROW will be completed by others. GeoEngineers will prepare an exploration plan in support of ROW permit application by others.
- Information collected from borings associated with bridge, retaining wall and roadway improvements will be used in the evaluation and design of stormwater, luminaire and signal pole improvements.
- Proposed bridge foundations will be evaluated for support by drilled shafts with an alternative consideration of shallow spread footings.
- Bridge and retaining wall design will be completed using AASHTO LRFD criteria.
- The City of Liberty Lake will provide traffic information in equivalent single axel loads (ESALs), or other suitable format that can be easily converted to ESALs, for use in pavement thickness design.
- New pavement will consist of HMA surfacing. A life cycle cost analyses will not be required.
- Light/signal pole foundations will be designed/selected using procedures outlined in the WSDOT Geotechnical Design Manual (GDM) and WSDOT Standard Plan sheets.
- Stormwater management and feasibility will be evaluated using the WSDOT Highway Runoff Manual.
- The most recent WSDOT Standard Specifications for Road, Bridge and Municipal Construction will be used for this project.
- The draft report will be subject to one round of review by Lochner, the City of Liberty Lake and WSDOT. No additional edits or changes will occur following submittal of the final report.

#### **3.1 Exploration**

GeoEngineers will review in-house files and existing information provided by the Washington State Department of Transportation (WSDOT) and the City of Liberty Lake regarding subsurface conditions near the proposed improvements.

A subsurface exploration program will be conducted to develop design-level subsurface information for the proposed improvements described above. Services associated with this task include:

- Coordinate field work with Lochner and WSDOT. We will prepare an exploration plan for submittal to WSDOT for review and approval.

## Exhibit A-1, Scope of Work

---

- Visit each site to mark boring locations and utility locating areas, in accordance with state regulations.
- Contact the one-call utility notification system and coordinate with public utilities during siting of our borings.
- Explore subsurface conditions by drilling at total of 15 borings at the following locations:
  - Three borings drilled in WSDOT right-of-way (ROW) in support of the Henry Road Overpass. Assume borings will be drilled to approximately 75 feet below site grade. We anticipate that subsurface conditions will necessitate that these borings be advanced using air-rotary drilling techniques.
  - One boring drilling south of WSDOT ROW in support of a bridge span over Spokane County ROW. The boring will be drilled to a depth of about 50 feet below site grade, also using air-rotary drilling techniques.
  - Five borings drilled in support of bridge approach retaining walls north and south of the Henry Road Overpass. The borings will be drilled to depths ranging between 20 and 30 feet below existing site grade. We anticipate these borings will be advanced using hollow-stem auger drilling techniques.
  - Three borings drilled in support of the Henry Road/Country Vista Drive roundabout and roadway improvements. Each boring will be drilled a depth of about 20 feet below site grade using hollow-stem auger drilling techniques.
  - Three borings drilled in support of the Henry Road/Mission Avenue roundabout and roadway improvements. Each boring will be drilled a depth of about 20 feet below site grade using hollow-stem auger drilling techniques.

### Deliverables:

- Draft Subsurface Investigation Plan.
- Final Subsurface Investigation Plan.

### **3.2 Engineering Analysis**

A series of geotechnical laboratory tests will be conducted on selected soil samples, such as moisture content, grain size analysis, hydrometers, consolidation, and direct shear, as deemed necessary. Laboratory tests will be conducted in general accordance with American Association of State Highway and Transportation Officials (AASHTO) standards, as recommended in the GDM.

### **3.3 Report Preparation and Review**

A draft and final Geotechnical Design Report will be prepared based on the findings of the field investigations. The report will present the results of our engineering analyses, conclusions, and recommendations from this scope of services. Specifically, the geotechnical report will include:

- Recommendations for drilled shaft foundations for the Henry Road Overpass.
- Alternate recommendations for spread footing foundations for the Henry Road Overpass (if applicable and upon request).
- Recommendations for shallow spread footings at proposed bridge approach retaining wall locations.
- Lateral resistance design parameters for drilled shafts. We anticipate providing Lpile parameters for use by others.
- Lateral resistance criteria for shallow spread footings.
- Retaining wall recommendations, including lateral earth pressures, soil and backfill engineering properties, and wall drainage recommendations.

## Exhibit A-1, Scope of Work

---

- Limit equilibrium slope stability analyses of bridge abutment retaining walls and/or slope embankments.
- Seismic design parameters for use by the structural engineer (site class and mapped spectral accelerations) for use by the structural engineer.
- Evaluation of the potential for impacts to site structures from seismic events, such as fault rupture and liquefaction.
- Evaluation of the feasibility of stormwater disposal and recommended infiltration rates if applicable.
- Pavement thickness recommendations for the roundabouts, the new Henry Road alignment and bridge approaches. Recommendations will include thickness for hot mix asphalt (HMA) surfacing, and thickness and compaction criteria for crushed surfacing base course and subbase.
- Recommendations for design of luminaire and/or signal pole foundations.
- A site plan showing exploration locations.
- Exploration logs.
- Soil profile drawings.
- A summary of field and laboratory testing results.
- Engineering analyses, conclusions and recommendations.

### **Assumptions**

- Draft and Final reports will be reviewed and approved by WSDOT, Spokane County, and the CITY.
- A single set of consolidated comments on the draft and final report will be provided by the design team, which includes comments from the City of Liberty Lake, WSDOT and Spokane County.

### **Deliverables:**

- Draft Geotechnical Report; electronic format (PDF).
- Comment Resolution Form; electronic format (Excel or Microsoft Word).
- Final Geotechnical Report; three paper copies and electronic format (PDF).

## **4.0 Environmental Documentation (JUB Engineers and AEC)**

Environmental documentation will be prepared in accordance with State Environmental Policy Act (SEPA) and Governor's Executive Order 05-05 requirements.

### **4.1 SEPA Checklist (JUB Engineers)**

JUB ENGINEERS will prepare a draft and final SEPA Checklist under the guidelines outlined in the Washington State SEPA Handbook (update 2018). Baseline data will be reviewed, including agency databases, by an environmental specialist. A site visit will also be conducted. JUB ENGINEERS will coordinate with the CITY for reviews and approvals.

### **Assumptions:**

- Project will not require an Environmental Assessment (EA) or Environmental Impact Statement (EIS) under the State Washington's SEPA regulations. If a SEPA EA or EIS is required a contract modification will be necessary.
- A project footprint exhibit setting all areas of disturbance will be provided to JUB ENGINEERS prior to the commencement of this task.

## Exhibit A-1, Scope of Work

---

- The cultural resource report will be provided to JUB ENGINEERS prior to the completion of the SEPA Checklist document.
- No wetland delineation or completion of a water resources permit application will be required (i.e. USACE Nationwide Permit or JARPA).
- A noise study will not be required.
- An air quality analysis will not be required.
- The CITY will be the reviewer and approver for the SEPA document. Lochner will review the Draft SEPA document at the same time as Liberty Lake. All comments resulting from the joint review will be addressed in one revision and the report will be finalized.

### **Deliverables:**

- Draft SEPA Checklist
- Final SEPA Checklist

### **4.2 Cultural Resources (AEC)**

AEC will prepare a project footprint exhibit setting all areas of disturbance and will document the cultural resources, as required.

This work will be in accordance with Section 106 of the National Historic Preservation Act (NHPA). The Archaeological and Historic Survey Report (AHSR) shall include background research, field survey, and preparation of the report. The AHSR shall include discussions of field methods, results, maps showing areas surveyed, inventory forms, and preliminary recommendations of National Register eligibility. Sufficient information will be provided to determine significance and effect for submittal to Department of Archaeology and Historic Preservation (DAHP).

#### **4.2.1 Project EZ-1 Form**

An EZ-1 Form will be prepared and sent to DAHP for review and processing. DAHP will determine if a Archaeological will be required for the project based on the EZ-1 Form information.

#### **4.2.2 Background search at DAHP**

Database checks at the DAHP are required for previous survey and known sites within one mile of the project area. Newly recorded sites may require additional research to provide context. Research may be conducted at the Museum of Art and Culture, National Register, county historical society, and the Spokane County Assessor.

#### **2.3.1 Field Surveys**

Intensive field survey and excavation of STPs at 100-m intervals throughout the APE -The Area of Potential Effect (APE) will be intensively surveyed using pedestrian transects spaced 100 m apart. The field survey will follow DAHP guidelines. In addition to intensive pedestrian survey, if warranted, archaeologists will conduct subsurface shovel testing to examine the potential for the presence of cultural material in high probability areas where project-related ground disturbance would occur. If required there would be no more than four (4) shovel tests. No more than two (2) cultural resources are assumed to be recorded. Sites will be fully documented to provide data on location, dimensions, content age, context and integrity for an assessment of National Register eligibility. Cultural resources identified will be documented on the appropriate data forms.

#### **4.2.3 Prepare Draft and Final Archaeological and Historic Survey Report (AHSR)**

The AHSR report will follow DAHP guidelines. The report will include research, field survey and subsurface testing methods, findings (including site condition and eligibility), potential project effects, management recommendations, inadvertent discovery plan, maps, photos, and the appropriate site forms. Resources, which

## Exhibit A-1, Scope of Work

---

are noted, but not considered sites (e.g. isolated artifacts and contemporary or modern sites) will be discussed in the AHSR rather than recorded on separate site forms. The draft report will be submitted to the design team and client for review. Up to two (2) sets of comments will be addressed.

### **Assumptions:**

- The cultural resource process will be in accordance with Governor's Executive Order 05-05.
- An Archaeological and Historic Survey Report (AHSR) will be required for the project.
- The cultural resource report will be provided to JUB ENGINEERS prior to the completion of the SEPA Checklist document.
- Cultural Monitoring during geotechnical work or construction is not included.

### **Deliverables:**

- Draft and Final EZ-1 Form
- Draft and Final Archaeological and Historic Survey Report

## **5.0 Hydraulics**

This task will include evaluating the storm water requirements for the project and preparing a Hydraulic Report in accordance with the WSDOT Hydraulic Manual and Spokane County Regional Stormwater Manual.

### **5.1 Hydraulic Analysis/Design**

The CONSULTANT will perform the necessary tasks to evaluate the existing storm water condition and design the project's future storm water facilities in accordance with WSDOT's Hydraulic Manual and the Spokane Regional Stormwater Manual (SRSW), including:

- CONSULTANT will review existing conditions, utility as-builts, and drainage sub-basin delineations to generally confirm accuracy of the survey base map.
- The CONSULTANT shall perform a drainage analysis in accordance with the SRSW.
- If subsurface infiltration is used, CONSULTANT will complete and submit to the Department of Ecology, Underground Injection Control (UIC) registration forms and provide copy to the COUNTY.

### **Assumptions:**

- Storm water conveyance and disposal systems will be in accordance with the City of Liberty Lake Design Standards.

### **Deliverables:**

- Hydraulic Analysis and Design documents.

### **5.2 Hydraulic Report**

The CONSULTANT will prepare a Hydraulic Report in accordance with the WSDOT Hydraulics Manual and the Spokane Regional Stormwater Manual (SRSW).

### **Assumptions:**

- Draft and Final documents will be reviewed by the CITY, Spokane County, and WSDOT.
- One review will be performed for each of the draft and final documents.
- Agency reviews will be done concurrently.
- A review comment matrix will be created to track comments.
- WSDOT will have final approval of the Hydraulics Report.

# Exhibit A-1, Scope of Work

---

## Deliverables:

- Draft Hydraulic Report.
- Final Hydraulic Report.
- Review comment matrix.

## **6.0 Right-of-Way Acquisition (DCI Engineers)**

This task will include negotiating and acquiring temporary and permanent property rights and fee title right-of-way for the project in accordance with WSDOT acquisition procedures.

### **6.1 PE Phase Services**

DCI ENGINEERS will coordinate with the CITY to document current ROW Procedures are in place with WSDOT before proceeding with acquisition efforts. DCI ENGINEERS will review ROW plans produced by others, prepare Project Funding Estimates, review title reports and prepare a Relocation Plan, if required.

## Assumptions:

- Title Reports will be acquired by others.
- ROW plans will be provided by others.
- Up to two (2) fee acquisition parcels.
- Up to four (4) temporary easement parcels.

## Deliverables:

- Project Funding Estimate (PFE)
- Relocation Plan (if required).

### **6.2 RW Phase Services**

DCI ENGINEERS will secure expert appraisals and review appraisals for properties to be acquired including Administrative Offer Settlements (AOS) where appropriate. DCI ENGINEERS will prepare WSDOT offer packets, negotiate with property owners, facilitate closings, prepare diaries for each parcel, and prepare documentation for WSDOT Certification.

## Assumptions:

- Up to two (2) full appraisals and review appraisals.
- Up to four (4) AOS's.
- Up to six (6) Offer Packets.

## Deliverables:

- Offer Packets.
- Right-of-Way Certification including associated parcel file documentation.

## **7.0 Utility Coordination (JUB Engineers)**

### **7.1 Utility Coordination**

JUB ENGINEERS will provide utility coordination for the project including the following:

- Contact Washington 811 to request utility locates and obtain a database of potential utility companies

## Exhibit A-1, Scope of Work

---

- within the project area. If timing permits, utility locates will be surveyed with the topographic survey task.
- Draft the “Utility A Letter” to utility companies notifying them of the project and requesting as-built mapping of utility facilities and easements within the project area.
  - As-built mapping will be compiled and plotted. A site visit will be conducted comparing the drafted utilities with field conditions.
  - Establish the proper utility contact for each utility company and track communications with the contact throughout the project in an excel matrix.
  - Hold a utility kickoff meeting to introduce the project to the utility companies and identify future utilities that need to be accommodated in the project. At the meeting, utility relocation strategies will be identified.
  - Draft the “Utility B Letter” to each affected company notifying them of the impacts. The letter will be accompanied by utility sheets showing the impacted locations and will outline the timetable the utility company has to prepare relocation plans. If the utility company is being asked to move a utility within an easement, utility agreements will be drafted and submitted with the Utility B Letter.
  - Host a utility meeting with all the utility companies around the 30%-60% design phase to discuss project impacts and relocation strategies.
  - Once the relocation plans are approved by the CONSULTANT and CITY, the “Utility C Letter” will be drafted to the utility company authorizing them to relocate facilities. The letter will have a date of completion for when the relocation will need to be complete or outline the steps required during construction to relocate concurrently with the contractor. The letter will be on CITY letterhead and signed by the CITY.
  - Potholing utilities near project improvements will be performed by an independent contractor hired by JUB ENGINEERS. Pothole locations will be prioritized based on project need.

### Assumptions:

- A maximum of three (3) utility agreements are included.
- One (1) WSDOT Utility Encroachment Agreement is included.
- JUB ENGINEERS will meet with each affected utility company in the field prior to issuance of the Utility C Letter.
- Up to ten (10) potholes at \$500 each will be needed.
- Potholing will be limited to a budget of \$5000. If additional potholes are required, they will be processed in a supplemental agreement.

### Deliverables:

- Utility A Letters.
- Utility B Letters.
- Utility C Letters.
- Utility Contact Matrix.

## **8.0 Traffic Management Plan (JUB Engineers)**

### **8.1 Traffic Management Plan**

JUB ENGINEERS will prepare a Traffic Management Plan (TMP) document that summarizes strategies for managing work zone impacts in accordance with WSDOT requirements. The plan will address temporary traffic control, traffic operations, and public outreach strategies.

### Assumptions:

## Exhibit A-1, Scope of Work

---

- One (1) revision is assumed, incorporating WSDOT and CITY comments.
- WSDOT will have final approval of the Traffic Management Plan.

### Deliverables:

- Draft TMP to WSDOT and the CITY at the 30% Design level.
- Final TMP to WSDOT and the CITY at the 60% Design level.

## 9.0 Design Documentation

### 9.1 **Basis of Design (BOD)**

The CONSULTANT will prepare a Basis of Design Memorandum to establish important design criteria and parameters for the project.

### Assumptions:

- The BOD will be prepared in a WSDOT approved format.
- The BOD will include structure and roadway criteria.
- WSDOT and the CITY will assist in filling in all information not readily available to the design team.
- WSDOT and CITY review of documents will be done concurrently.

### Deliverables:

- Draft Basis of Design Memorandum (BOD).
- Final Basis of Design Memorandum (BOD).

### 9.2 **Roundabout Design Report (RDR)**

The CONSULTANT will prepare a Roundabout Design Report (RDR) for the project to document the geometric layouts of each roundabout. The CONSULTANT will prepare a Geometric Design Approval Letter to be signed by the CITY indicating acceptance of the final roundabout geometrics. The RDR will contain:

- A discussion of the existing conditions to include existing intersection controls, collision history, existing capacity, heavy vehicle usage, and pedestrian and bicycle usage.
- Comparison between existing configuration operation and roundabout.
- Conceptual design proposed roundabout geometrics.
- Supporting tables, figures, and appendices.

### Assumptions:

- Two roundabouts will be designed: Henry Road/Mission Avenue and Henry Road/Country Vista Drive.
- A draft and final RDR will be produced.
- There will be one (1) review of the draft RDR.
- The CITY will sign the Geometric Design Approval Letter prior to the CONSULTANT beginning the 30% design.
- The final roundabout design report will bear the stamp and signature of the Engineer.
- Reports will be provided in electronic PDF format.

### Deliverables:

- Draft Roundabout Design Report (RDR).
- Final Roundabout Design Report (RDR).

## Exhibit A-1, Scope of Work

---

- Geometric Design Approval letter.

### 10.0 Structural Engineering

#### 10.1 Type, Size, and Location (TS&L) Study

The CONSULTANT will conduct a Type, Size, and Location (TS&L) study for the bridge structure(s) that will span I-90 and the Spokane County future transit corridor adjacent to the south side of the I-90 right-of-way. The TS&L will be completed in accordance with the WSDOT Design Manual and Bridge Design Manual. The report will provide justification for the selection of a single, preferred alternative to be carried into design.

##### Assumptions:

- Up to three (3) bridge alternatives will be reviewed.
  - Single span over I-90 with separate structure over County ROW (two (2) structures).
  - Single span over WB I-90 and single span over EB I-90 and County ROW (one (1) structure).
  - Single span over WB I-90, single span over EB I-90, and single span over County ROW (one (1) structure).
- One (1) TS&L document will be produced.
- WSDOT, CITY, and County reviews will be done concurrently.
- TS&L will include cost estimates for each alternative.

##### Deliverables:

- Draft Type, Size, and Location Study (TS&L).
- Final Type, Size, and Location Study (TS&L).

#### 10.2 Structural Site Data (Walls)

The CONSULTANT will prepare Structural Site Data (Wall Site Data) for non-standard retaining walls identified on the project in accordance with the WSDOT Design Manual and Bridge Design Manual. Wall Site Data will include:

- Site Data Report.
- CAD file.
- Supplemental Drawings.

##### Assumptions:

- Assume four (4) wall locations.
- Wall Site Data will be produced for each location.
- Retaining walls that are necessary to support bridge structures (acting as wingwalls and/or headwalls), or are not directly attached or integral with bridges, will be treated as independent retaining walls.

##### Deliverables:

- Draft Wall Site Data packages.
- Final Wall Site Data packages.

#### 10.3 Structural Site Data (Bridges)

The CONSULTANT will prepare Structural Site Data (Bridge Site Data) for bridges and abutment walls identified on the project in accordance with the WSDOT Design Manual and Bridge Design Manual.

- Site Data Report.

## Exhibit A-1, Scope of Work

---

- CAD file.
- Supplemental Drawings.

### **Assumptions:**

- Assume two (2) separate bridge structures (WSDOT and Spokane County).

### **Deliverables:**

- Draft Bridge Site Data packages.
- Final Bridge Site Data packages.

## **11.0 Intersection Analysis – Country Vista Drive**

The CONSULTANT will conduct an evaluation of the future intersection of Henry Road and Country Vista Drive. The analysis will include evaluating the intersection for the preferred intersection control configuration (stop control, signal, or roundabout).

### **11.1 Model Coordination with Others**

The CONSULTANT will coordinate with the City of Liberty Lake and their consultant (Parametrix) to establish the traffic volumes and movement information from the Regional Model to develop the lane configurations for concepts to be evaluated.

### **Assumptions:**

- CITY will provide traffic count data and turning movement counts.
- CITY will provide forecast modeling for AM and PM peak hour volumes and turning movement counts.
- CITY will provide capacity analysis based on model forecasting for the Henry Road/Mission Avenue roundabout.
- CITY will provide capacity analysis based on model forecasting for the Henry Road/Country Vista Drive alternatives (roundabout and signal).

### **Deliverables:**

- None.

### **11.2 Traffic Signal Warrant Analysis**

The CONSULTANT will perform a traffic signal warrant analysis for the Henry Road/Country Vista Drive intersection to determine when the intersection would likely meet either the peak hour, 4-hour, or 8-hour traffic signal warrants per the Manual on Uniform Traffic Control Devices (MUTCD).

### **Assumptions:**

- Only one (1) Traffic Signal Warrant Analysis will be performed.
- Traffic count and turning movement information to be provided by CITY.

### **Deliverables:**

- Traffic Signal Warrant Analysis memorandum.

### **11.3 Intersection Concept Development**

The CONSULTANT will develop conceptual configurations and exhibits for the Henry Road/Country Vista Drive intersection for use in evaluating the different alternatives.

## Exhibit A-1, Scope of Work

---

### Assumptions:

- One (1) roundabout concept will be prepared.
- One (1) signalized concept will be prepared.
- One (1) stop-controlled concept will be prepared.
- Concepts will be prepared based on modeling and capacity analysis information.

### Deliverables:

- Three (3) intersection concept exhibits in PDF format.

#### **11.4 Intersection Analysis Report**

The CONSULTANT will compile the information from tasks 11.1 thru 11.5 and perform an evaluation of the preferred intersection alternative. The analysis will include a pair-wise comparison of the alternatives using criteria and weighting developed in conjunction with CITY staff and key project stakeholders.

### Assumptions:

- One (1) meeting will be held with CITY staff and key stakeholders (identified by CITY) to develop evaluation criteria and weighting.
- CONSULTANT will evaluate alternatives based on approved criteria and weighting and identify preferred alternative for intersection control at Henry Road/Country Vista Drive.
- CITY will have final decision on preferred alternative.
- Results will be presented at a Council Meeting for final approval.

### Deliverables:

- Draft Intersection Analysis Report in PDF format.
- Final Intersection Analysis Report in PDF format.

#### **12.0 Landscaping & Irrigation Plans (MT-LA)**

MT-LA will produce an independent set of Landscaping and Irrigation plans for separate advertisement and award by the CITY. MT-LA will utilize the roadway and intersection geometrics developed by the CONSULTANT. MT-LA will coordinate with the CONSULTANT design team and the CITY's Parks and Arts Committee to identify opportunities for incorporating architectural features and/or designs into the bridge and wall structures

##### **12.1 Parks and Arts Committee Coordination**

The CONSULTANT and MT-LA will coordinate with CITY staff and the CITY's Parks and Arts Committee to develop architectural treatments for the bridge and wall structures and roundabout central islands.

### Assumptions:

- Attendance at up to six (6) Committee meetings by up to two (2) CONSULTANT team members.

### Deliverables:

- Architectural treatment details and drawings to be included in Henry Road Overpass & Roadway Extension plan set.

##### **12.2 30% Design**

MT-LA will prepare preliminary landscaping designs and layouts including irrigation for all identified areas within the project limits.

## Exhibit A-1, Scope of Work

---

### Assumptions:

- Up to two (2) roundabout central islands and associated splitter islands.
- Roadside landscaping meeting CITY of Liberty Lake requirements.
- 30% Design review will be conducted by the CITY.

### Deliverables:

- 30% Plans and Opinion of Probable Costs.

### **12.3 60% Design**

The CONSULTANT will incorporate comments from the 30% Design review and further develop the landscaping and irrigation plans.

### Assumptions:

- One set of review comments to be incorporated.

### Deliverables:

- 60% Plans and Opinion of Probable Costs.
- List of proposed contract specifications.

### **12.4 90% Design**

The CONSULTANT will incorporate comments from the 60% Design review and further develop the landscaping and irrigation plans.

### Assumptions:

- One set of review comments to be incorporated.

### Deliverables:

- 90% Plans and Opinion of Probable Costs.
- Contract Specifications.

### **12.5 Final Design (100%)**

The CONSULTANT will incorporate comments from the 90% Design review and complete the landscaping and irrigation plans.

### Assumptions:

- One (1) set of review comments to be incorporated.

### Deliverables:

- Final Design (100%) Plans and Opinion of Probable Costs.
- Contract Specifications.

### **12.6 PS&E Package**

The CONSULTANT will incorporate comments from the Final Design review and complete the landscaping and irrigation plans, specifications, and estimate package for CITY advertisement for construction.

### Assumptions:

- One (1) set of review comments to be incorporated.

## Exhibit A-1, Scope of Work

---

- PS&E package to be delivered in electronic format to CITY (PDF, Word, and Excel formats).

### **Deliverables:**

- Signed and stamped Plans, Specifications, and Estimate package for CITY advertisement.

## **13.0 30% Design**

### **13.1 Contract Plan Development**

The CONSULTANT will develop general contract plans (30%) for each proposed contract element as outlined in the following section. Plan sheets will be prepared in accordance with the WSDOT Plans Preparation Manual and will include, but may not be limited to, the following sheets or sheet groups:

- Index
- Vicinity Map
- Summary of Quantities
- Roadway Sections
- Alignment/Site Preparation
- Existing Utilities
- Roadway Profiles
- Drainage Plans
- Retaining Wall Plans
- Illumination Plans
- Intersection Plans (Roundabout and/or Traffic Signal sheets)
- Signing/Striping Plans
- Bridge Plans

### **Assumptions:**

- Plan sheets will contain linework and minimal dimensions.
- Call-outs and details are not included.
- Intersection Plans for Henry Road/Country Vista Drive will be dependent upon completion of Task 11 – Intersection Analysis. These MAY NOT be included in the 30% Design package.

### **Deliverables:**

- 30% Plan Sheets in electronic PDF format.

### **13.2 Engineer's Opinion of Probable Costs**

The CONSULTANT will develop a planning level Opinion of Probable Construction Costs for the various elements based on a square yard or linear foot basis including the following elements:

- Develop a table of unit costs based on the latest, CITY, County or WSDOT bid tabulations.
- Develop quantities for the various bid elements.
- Prepare an opinion of probable construction cost to include all bid items.

### **Deliverables:**

- Engineer's Opinion of Probable Cost in electronic PDF format.

## Exhibit A-1, Scope of Work

---

### 13.3 Compile/Submit 30% Submittal Package

The CONSULTANT will compile the 30% Design plans and Engineer's Estimate of Probable Cost and complete an internal QA/QC review. Once the QA/QC review is complete, the 30% Submittal Package will be submitted to the CITY, County, and WSDOT for review.

#### Assumptions:

- Agency reviews will be concurrent.
- One set of review comments will be provided by each Agency (WSDOT, Spokane County, CITY).
- Two (2) weeks will be allocated for Agency review.
- Submittal package will be in electronic PDF format.

#### Deliverables:

- 30% Submittal Package.

### 14.0 60% Design

#### 14.1 Contract Plan Development

The CONSULTANT will incorporate comments from the 30% Design review and further the preparation of the contract plan sheets. Plan sheets will be prepared in accordance with the WSDOT Plans Preparation Manual and will include, but may not be limited to, the following sheets, or sheet groups:

- Index
- Vicinity Map
- Summary of Quantities
- Roadway Sections
- Quantity Tabulations
- Alignment/Site Preparation
- Existing Utilities
- Roadway Profiles
- TESC Plans/Details
- Drainage Structure Notes
- Drainage Plans and Details
- Utility Structure Notes
- Utility Plans and Details
- Paving Plans and Details
- Curb Ramp Plans
- Retaining Wall Plans
- Illumination Plans and Details
- Intersection Plans (Roundabout and/or Traffic Signal sheets)
- Signing/Striping Plans
- Bridge Plans
- Traffic Control Plans

#### Assumptions:

- Plan sheets will contain linework and dimensions with minimal call-outs.

## Exhibit A-1, Scope of Work

---

### Deliverables:

- 60% Plan Sheets in electronic PDF format.

### **14.2 Engineer's Opinion of Probable Costs**

The CONSULTANT will incorporate comments from the 30% Design submittal and further refine the Engineer's Opinion of Probable Costs based on the 60% Design.

### Deliverables:

- Engineer's Opinion of Probable Cost in electronic PDF format.

### **14.3 Contract Specifications Run-list**

The CONSULTANT will develop a run-list of contract specifications based on the 60% Design and the 2020 WSDOT Standard Specifications and CITY standards.

### Deliverables:

- Contract Specifications Run-list in electronic PDF format.

### **14.4 Compile/Submit 60% Submittal Package**

The CONSULTANT will compile the 60% Design plans, Contract Specifications run-list, and Engineer's Estimate of Probable Cost and complete an internal QA/QC review. Once the QA/QC review is complete, the 60% Submittal Package will be submitted to the CITY, County, and WSDOT for review.

### Assumptions:

- Agency reviews will be concurrent.
- One set of review comments will be provided by each Agency (WSDOT, Spokane County, CITY).
- Two (2) weeks will be allocated for Agency review.
- Submittal package will be in electronic PDF format.

### Deliverables:

- 60% Submittal Package.

## **15.0 90% Design**

### **15.1 Contract Plan Development**

The CONSULTANT will incorporate comments from the 60% Design review and further the preparation of the contract plan sheets. Plan sheets will be prepared in accordance with the WSDOT Plans Preparation Manual and will include, but may not be limited to, the following sheets or sheet groups:

- Index
- Vicinity Map
- Summary of Quantities
- Roadway Sections
- Quantity Tabulations
- Alignment/Site Preparation
- Existing Utilities
- Roadway Profiles
- TESC Plans/Details

## Exhibit A-1, Scope of Work

---

- Drainage Structure Notes
- Drainage Plans and Details
- Utility Structure Notes
- Utility Plans and Details
- Paving Plans and Details
- Curb Ramp Plans
- Retaining Wall Plans
- Illumination Plans and Details
- Intersection Plans (Roundabout and/or Traffic Signal sheets)
- Signing/Striping Plans
- Bridge Plans
- Traffic Control Plans

### **Assumptions:**

- Plan sheets will contain linework, dimensions, call-outs, and labeling.

### **Deliverables:**

- 90% Plan Sheets in electronic PDF format.

### **15.2 Engineer's Opinion of Probable Costs**

The CONSULTANT will incorporate comments from the 60% Design submittal and further refine the Engineer's Opinion of Probable Costs based on the 90% Design.

### **Deliverables:**

- Engineer's Opinion of Probable Cost in electronic PDF format.

### **15.3 Contract Specifications**

The CONSULTANT will compile the amendments and contract specifications based on the previously developed run-list and will identify project specific specifications that need to be written.

### **Assumptions:**

- WSDOT and the CITY will provide the appropriate fill-in information needed.
- Not all fill-in's will be complete at this time.

### **Deliverables:**

- Contract Amendments and Specifications in electronic PDF format.

### **15.4 Compile/Submit 90% Submittal Package**

The CONSULTANT will compile the 90% Design plans, Contract Specifications, and Engineer's Estimate of Probable Cost and complete an internal QA/QC review. Once the QA/QC review is complete, the 90% Submittal Package will be submitted to the CITY, County, and WSDOT for review.

### **Assumptions:**

- Agency reviews will be concurrent.
- One set of review comments will be provided by each Agency (WSDOT, Spokane County, CITY).
- Two (2) weeks will be allocated for Agency review.
- Submittal package will be in electronic PDF format.

## Exhibit A-1, Scope of Work

---

### Deliverables:

- 90% Submittal Package.

### **16.0 Final Design (100%)**

#### **16.1 Contract Plan Development**

The CONSULTANT will incorporate comments from the 90% Design review finalize the contract plan sheets. Plan sheets will be prepared in accordance with the WSDOT Plans Preparation Manual and will include, but may not be limited to, the following sheets:

- Index
- Vicinity Map
- Summary of Quantities
- Roadway Sections
- Quantity Tabulations
- Alignment/Site Preparation
- Existing Utilities
- Roadway Profiles
- TESC Plans/Details
- Drainage Structure Notes
- Drainage Plans and Details
- Utility Structure Notes
- Utility Plans and Details
- Paving Plans and Details
- Curb Ramp Plans
- Retaining Wall Plans
- Illumination Plans and Details
- Intersection Plans (Roundabout and/or Traffic Signal sheets)
- Signing/Striping Plans
- Bridge Plans
- Traffic Control Plans

### Assumptions:

- Plan sheets will be complete.

### Deliverables:

- Final (100%) Plan Sheets in electronic PDF format.

#### **16.2 Engineer's Opinion of Probable Costs**

The CONSULTANT will incorporate comments from the 90% Design submittal and further refine the Engineer's Opinion of Probable Costs based on the 100% Design.

### Deliverables:

- Engineer's Opinion of Probable Cost in electronic PDF format.

## Exhibit A-1, Scope of Work

---

### 16.3 Contract Specifications

The CONSULTANT will incorporate comments from the 90% Design submittal and finalize the amendments and contract specifications, including project specific specifications,

#### Assumptions:

- WSDOT and the CITY will provide the appropriate fill-in information needed.

#### Deliverables:

- Final Contract Amendments and Specifications in electronic PDF format.

### 16.4 Compile/Submit Final (100%) Design Submittal Package

The CONSULTANT will compile the Final (100%) Design plans, Contract Specifications, and Engineer's Opinion of Probable Cost and complete an internal QA/QC review. Once the QA/QC review is complete, the Final (100%) Submittal Package will be submitted to the CITY, County, and WSDOT for review.

#### Assumptions:

- Agency reviews will be concurrent.
- One set of review comments will be provided by each Agency (WSDOT, Spokane County, CITY).
- Three (3) weeks will be allocated for Agency review.
- Submittal package will be in electronic PDF format.

#### Deliverables:

- Final (100%) Submittal Package.

## 17.0 PS&E Package

### 17.1 Compile/Submit PS&E Package

The CONSULTANT will revise documents based on Final (100%) Design comments and combine all discipline design documents into one PS&E submittal package that includes bid-ready plans, specifications and cost estimates. The PS&E package will be delivered to the CITY.

#### Assumptions:

- CITY will transmit final, Issued for Bid documents to WSDOT for advertisement.
- Final package, including Contract Specifications, will be stamped and signed by the appropriate Engineers.
- Submittal package will be in electronic format (PDF, Word, and Excel).
- WSDOT will have final approval of the PS&E Documents.

#### Deliverables:

- Issued for Bid final PS&E Package.

## **Exhibit A-1, Scope of Work**

---

### **18.0 Bid Assistance**

#### **18.1 Bid Assistance**

The CONSULTANT will provide assistance during the bidding process as follows;

- Preparation of responses to bidder's questions, coordinating with designers and the CITY.
- The CONSULTANT will prepare addenda as required, for budgeting purposes, up to 2 addenda are assumed.
- The CONSULTANT will attend the bid opening to assist WSDOT in the bid opening process.

### **19.0 Engineer of Record Support**

#### **19.1 Engineer of Record Support**

This task will be added by supplement at a later date.

### **20.0 Project Closeout**

#### **20.1 Project Closeout**

The CONSULTANT will archive paper and electronic files and records for the design of the project. The project financial billing and accounting records will be closed and final billing will be made. Project files will be transmitted to the CITY as required.

## Henry Road Overpass & Roadway Extension

### All Firm Design Estimate Summary

		All Firms	H. W. Lochner	JUB Engineers, Inc.	GeoEngineers, Inc.	DCI Engineers, Inc.	Michael Terrell Landscape Architecture, PLLC	Anderson Environmental Consultants, Inc.
		Hours	Hours	Hours	Hours	Hours	Hours	Hours
<b>1</b>	<b>Project Management</b>	<b>1,243</b>	<b>724</b>	<b>487</b>	<b>32</b>			
1.1	Team Management	326	166	160	0			
1.2	Monthly Invoices/Progress Reports	134	98	36	0			
1.3	Team Meetings	147	76	39	32			
1.4	Agency Coordination (WSDOT, County)	130	110	20	0			
1.5	Regular Coordination with the City	124	104	20	0			
1.6	Project Work Plan	24	20	4	0			
1.7	Critical Path Schedule	28	16	12	0			
1.8	Project and Document QA/QC	274	134	140	0			
<b>2</b>	<b>Surveying (JUB)</b>	<b>431</b>	<b>32</b>	<b>399</b>				
2.1	Primary Control	54	0	54				
2.2	Existing Right-of-Way Research	40	0	40				
2.3	Legal Descriptions & Exhibits	24	2	22				
2.4	Topographic Mapping	90	0	90				
2.5	Project Basemap	85	16	69				
2.6	Right-of-Way Plans	138	14	124				
<b>3</b>	<b>Geotechnical (GeoEngineers)</b>	<b>296</b>	<b>16</b>		<b>280</b>			
3.1	Exploration	72	0		72			
3.2	Engineering Analysis	96	0		96			
3.3	Report Preparation and Review	128	16		112			
<b>4</b>	<b>Environmental Documentation (JUB/AEC)</b>	<b>124</b>	<b>0</b>	<b>50</b>				<b>74</b>
4.1	SEPA Checklist (JUB)	50	0	50				
4.2	Cultural Resources (AEC)	74	0					74
<b>5</b>	<b>Hydraulics</b>	<b>80</b>	<b>80</b>					
5.1	Hydraulic Analysis/Design	40	40					
5.2	Hydraulic Report	40	40					
<b>6</b>	<b>Right-of-Way Acquisition (DCI)</b>	<b>320</b>	<b>0</b>			<b>320</b>		
6.1	PE Phase Services	65	0			65		
6.2	RW Phase Services	255	0			255		
<b>7</b>	<b>Utility Coordination (JUB)</b>	<b>208</b>	<b>16</b>	<b>192</b>				
7.1	Utility Coordination	208	16	192				
<b>8</b>	<b>Traffic Management Plan (JUB)</b>	<b>116</b>	<b>16</b>	<b>100</b>				
8.1	Traffic Management Plan	116	16	100				
<b>9</b>	<b>Design Documentation</b>	<b>100</b>	<b>100</b>					
9.1	Basis of Design (BOD)	40	40					
9.2	Roundabout Design Report (RDR)	60	60					
<b>10</b>	<b>Structural Engineering</b>	<b>336</b>	<b>336</b>					
10.1	Type Size and Location Study	244	244					
10.2	Structural Site Data (Walls)	4	4					
10.3	Structural Site Data (Bridges)	88	88					

## Henry Road Overpass & Roadway Extension

### All Firm Design Estimate Summary

		All Firms	H. W. Lochner	JUB Engineers, Inc.	GeoEngineers, Inc.	DCI Engineers, Inc.	Michael Terrell Landscape Architecture, PLLC	Anderson Environmental Consultants, Inc.
		Hours	Hours	Hours	Hours	Hours	Hours	Hours
<b>11</b>	<b>Intersection Analysis - Country Vista Drive</b>	<b>211</b>	<b>100</b>	<b>111</b>				
11.1	Model Coordination with others	12	12	0				
11.2	Traffic Signal Warrant Analysis	9	0	9				
11.3	Intersection Concept Development	73	58	15				
11.4	Public Open House	47	12	35				
11.5	Intersection Analysis Report	53	18	35				
<b>12</b>	<b>Landscaping &amp; Irrigation Plans (MT-LA)</b>	<b>340</b>	<b>18</b>				<b>322</b>	
12.1	Parks & Arts Committee Coordination	84	4				80	
12.2	30% Design	34	2				32	
12.2.1	Plan Development	26	2				24	
12.2.2	Estimate	8	0				8	
12.3	60% Design	54	4				50	
12.3.1	Plan Development	35	4				31	
12.3.2	Estimate	8	0				8	
12.3.3	Contract Specifications	11	0				11	
12.4	90% Design	81	4				77	
12.4.1	Plan Development	57	4				53	
12.4.2	Estimate	6	0				6	
12.4.3	Contract Specifications	18	0				18	
12.5	Final Design (100%)	59	4				55	
12.5.1	Plan Development	41	4				37	
12.5.2	Estimate	7	0				7	
12.5.3	Contract Specifications	11	0				11	
12.6	PS&E Package	28	0				28	
12.6.1	Compile Ad-Ready PS&E Set	28	0				28	
<b>13</b>	<b>30% Design</b>	<b>1,418</b>	<b>1220</b>	<b>198</b>				
13.1	Contract Plan Development	1,322	1124	198				
13.1.1	Index	4	4	0				
13.1.2	Vicinity Map	6	6	0				
13.1.3	Summary of Quantities	30	30	0				
13.1.4	Roadway Sections	64	64	0				
13.1.5	Alignment/Site Preparation	124	124	0				
13.1.6	Existing Utilities	128	4	124				
13.1.7	Roadway Profiles	62	62	0				
13.1.8	Drainage Plans	114	114	0				
13.1.9	Retaining Wall Plans	64	64	0				
13.1.10	Illumination Plans	74	0	74				
13.1.11	Intersection Plans	104	104	0				
13.1.12	Signing/Striping Plans	108	108	0				
13.1.13	Bridge Plans	440	440	0				
13.2	Engineer's Opinion of Probable Cost	72	72	0				
13.3	Compile/Submit 30% Submittal Package	24	24	0				
<b>14</b>	<b>60% Design</b>	<b>2,077</b>	<b>1491</b>	<b>586</b>				
14.1	Contract Plan Development	1,989	1403	586				
14.1.1	Index	4	4	0				
14.1.2	Vicinity Map	6	6	0				
14.1.3	Summary of Quantities	30	30	0				

## Henry Road Overpass & Roadway Extension

### All Firm Design Estimate Summary

		All Firms	H. W. Lochner	JUB Engineers, Inc.	GeoEngineers, Inc.	DCI Engineers, Inc.	Michael Terrell Landscape Architecture, PLLC	Anderson Environmental Consultants, Inc.
		Hours	Hours	Hours	Hours	Hours	Hours	Hours
14.1.4	Roadway Sections	66	66	0				
14.1.5	Quantity Tabulations	40	40	0				
14.1.6	Alignment/Site Preparation	70	70	0				
14.1.7	Existing Utilities	188	4	184				
14.1.8	Roadway Profiles	72	72	0				
14.1.9	TESC Plans/Details	115	115	0				
14.1.10	Drainage Structure Notes	20	20	0				
14.1.11	Drainage Plans	66	66	0				
14.1.12	Retaining Wall Plans	64	64	0				
14.1.13	Illumination Plans	174	2	172				
14.1.14	Intersection Plans	144	144	0				
14.1.15	Signing/Striping Plans	120	120	0				
14.1.16	Bridge Plans	580	580	0				
14.1.17	Traffic Control Plans	230	0	230				
14.2	Engineer's Opinion of Probable Cost	64	64	0				
14.3	Contract Specification Run-list	8	8	0				
14.4	Compile/Submit 60% Submittal Package	16	16	0				
<b>15</b>	<b>90% Design</b>	<b>1,236</b>	<b>922</b>	<b>314</b>				
15.1	Contract Plan Development	1,154	840	314				
15.1.1	Index	7	7	0				
15.1.2	Vicinity Map	6	6	0				
15.1.3	Summary of Quantities	46	46	0				
15.1.4	Roadway Sections	56	56	0				
15.1.5	Quantity Tabulations	56	56	0				
15.1.6	Alignment/Site Preparation	60	60	0				
15.1.7	Existing Utilities	118	4	114				
15.1.8	Roadway Profiles	44	44	0				
15.1.9	TESC Plans/Details	57	57	0				
15.1.10	Drainage Structure Notes	20	20	0				
15.1.11	Drainage Plans	44	44	0				
15.1.12	Retaining Wall Plans	34	34	0				
15.1.13	Illumination Plans	72	2	70				
15.1.14	Intersection Plans	64	64	0				
15.1.15	Signing/Striping Plans	40	40	0				
15.1.16	Bridge Plans	300	300	0				
15.1.17	Traffic Control Plans	130	0	130				
15.2	Engineer's Opinion of Probable Cost	56	56	0				
15.3	Contract Specifications	10	10	0				
15.4	Compile/Submit 90% Submittal Package	16	16	0				
<b>16</b>	<b>Final Design (100%)</b>	<b>790</b>	<b>600</b>	<b>190</b>				
16.1	Contract Plan Development	704	514	190				
16.1.1	Index	5	5	0				
16.1.2	Vicinity Map	2	2	0				
16.1.3	Summary of Quantities	31	31	0				
16.1.4	Roadway Sections	24	24	0				
16.1.5	Quantity Tabulations	24	24	0				
16.1.6	Alignment/Site Preparation	46	46	0				
16.1.7	Existing Utilities	74	2	72				

## Henry Road Overpass & Roadway Extension

### All Firm Design Estimate Summary

		All Firms	H. W. Lochner	JUB Engineers, Inc.	GeoEngineers, Inc.	DCI Engineers, Inc.	Michael Terrell Landscape Architecture, PLLC	Anderson Environmental Consultants, Inc.
		Hours	Hours	Hours	Hours	Hours	Hours	Hours
16.1.8	Roadway Profiles	20	20	0				
16.1.9	TESC Plans/Details	19	19	0				
16.1.10	Drainage Structure Notes	10	10	0				
16.1.11	Drainage Plans	36	36	0				
16.1.12	Retaining Wall Plans	25	25	0				
16.1.13	Illumination Plans	58	0	58				
16.1.14	Intersection Plans	56	56	0				
16.1.15	Signing/Striping Plans	32	32	0				
16.1.16	Bridge Plans	182	182	0				
16.1.17	Traffic Control Plans	60	0	60				
16.2	Engineer's Opinion of Probable Cost	42	42	0				
16.3	Contract Specifications	32	32	0				
16.4	Compile/Submit Final Design Submittal Package	12	12	0				
<b>17</b>	<b>PS&amp;E Package</b>	<b>148</b>	<b>92</b>	<b>56</b>				
17.1	Compile/Submit PS&E Package	148	92	56				
<b>18</b>	<b>Bid Assistance</b>	<b>42</b>	<b>24</b>	<b>8</b>			<b>10</b>	
18.1	Bid Assistance	42	24	8			10	
<b>19</b>	<b>Engineer of Record Support</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>0</b>	
19.1	Engineer of Record Support	0	0	0			0	
<b>20</b>	<b>Project Closeout</b>	<b>8</b>	<b>8</b>					
20.1	Project Closeout	8	8					
<b>Grand Total Hours</b>		<b>9,524</b>	<b>5,795</b>	<b>2,691</b>	<b>312</b>	<b>320</b>	<b>332</b>	<b>74</b>
Grand Total DSC		\$ 478,713.00	\$ 319,626.13	\$ 101,816.65	\$ 12,839.46	\$ 14,437.70	\$ 27,035.00	\$ 2,958.06
Grand Total OH		\$ 719,582.87	\$ 488,292.84	\$ 177,293.33	\$ 27,260.74	\$ 23,468.48	\$ -	\$ 3,267.47
Grand Total Fixed Fee		\$ 135,503.40	\$ 95,887.84	\$ 30,545.00	\$ 3,851.84	\$ 4,331.31	\$ -	\$ 887.42
Grand Total Non-Direct Expenses		\$ 79,023.20	\$ 5,250.00	\$ 13,404.00	\$ 42,450.00	\$ 17,758.00	\$ -	\$ 161.20
Grand Total		<b>\$ 1,412,822.47</b>	<b>\$ 909,056.81</b>	<b>\$ 323,058.98</b>	<b>\$ 86,402.04</b>	<b>\$ 59,995.49</b>	<b>\$ 27,035.00</b>	<b>\$ 7,274.15</b>

**Henry Road Overpass & Roadway Extension  
Design Estimate Cost Worksheet**

**Firm Name: H. W. Lochner**

<b>Classification</b>	<b>Hours</b>	<b>x</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>	
Sr. Vice President	32		\$111.18	\$	3,557.76	
Sr. Project Manager	10		\$98.56	\$	985.60	
Sr. Project Manager	506		\$80.12	\$	40,540.72	
Sr. Structural Engineer	60		\$77.46	\$	4,647.60	
Sr. Structural Engineer	788		\$62.08	\$	48,919.04	
Structural Engineer	594		\$39.52	\$	23,474.88	
Structural Engineer - Entry Level	718		\$39.31	\$	28,224.58	
Sr. Project Manager	1018		\$70.63	\$	71,901.34	
Sr. Project Engineer	346		\$54.02	\$	18,690.92	
Sr. Project Engineer	474		\$55.30	\$	26,212.20	
Project Engineer	221		\$43.67	\$	9,651.07	
Project Engineer	400		\$36.98	\$	14,792.00	
Project Engineer	492		\$45.15	\$	22,213.80	
Transportation Engineer	46		\$63.62	\$	2,926.52	
Contract Support Specialist	90		\$32.09	\$	2,888.10	
<b>Total Hours</b>					<b>5,795</b>	<b>\$ 319,626.13</b>

**Subtotal Direct Salary Cost (DSC) \$ 319,626.13**

**Total Direct Salary Cost (DSC) \$ 319,626.13**

**Overhead & Fixed Fee**

Overhead Cost @	152.77% of DSC	\$	488,292.84
Fixed Fee @	30.0% of DSC	\$	95,887.84

**Total DSC, Overhead and Fixed Fee \$ 903,806.81**

**Direct Non-Salary Costs**

				<b>Cost</b>
Airfare	8 ea @	\$ 500.00	\$	4,000.00
Exhibits	6 ea @	\$ 75.00	\$	450.00
Rental Car	8 ea @	\$ 100.00	\$	800.00

**Total Direct Non-Salary Costs \$ 5,250.00**

**Prime Subtotal \$ 909,056.81**

**Subconsultant Expenses**

JUB Engineers, Inc.	\$	323,058.98
GeoEngineers, Inc.	\$	86,402.04
DCI Engineers, Inc.	\$	59,995.49
Michael Terrell Landscape Architecture, PLLC	\$	27,035.00
Anderson Environmental Consultants, Inc.	\$	7,274.15

**Total Subconsultant Expense \$ 503,765.66**

**Total \$ 1,412,822.47**

**Rounded \$ 1,412,822**

Henry Road Overpass & Roadway Extension  
**Design Estimate Cost Worksheet**

Firm Name: JUB Engineers, Inc.

Classification	Hours	x	Rate	=	Cost
Project Manager	78		\$ 57.77		\$ 4,506.06
Project Manager	422		\$ 42.56		\$ 17,960.32
PE - Discipline Lead	84		\$ 43.42		\$ 3,647.28
Assistant Engineer	817		\$ 33.44		\$ 27,320.48
CAD Technician - Drafter	720		\$ 30.01		\$ 21,607.20
ES - Discipline Lead	6		\$ 55.85		\$ 335.10
Environmental Specialist	44		\$ 27.84		\$ 1,224.96
PLS Lead	75		\$ 53.65		\$ 4,023.75
Professional Land Surveyor (PLS)	66		\$ 40.76		\$ 2,690.16
2 Man Survey Crew	148		\$ 66.86		\$ 9,895.28
Planner - Lead	61		\$ 53.04		\$ 3,235.44
TLG Practitioner	30		\$ 37.89		\$ 1,136.70
PFA - Lead	58		\$ 30.50		\$ 1,769.00
Administrative Assistant	82		\$ 30.06		\$ 2,464.92

Total Hours 2691

Total Direct Salary Cost (DSC) \$ **101,816.65**

**Overhead & Fixed Fee**

Overhead Cost @	174.13% of DSC	\$	177,293.33
Fixed Fee @	30.0% of DSC	\$	30,545.00

**Total DSC, Overhead and Fixed Fee \$ 309,654.98**

**Direct Non-Salary Costs**

			Cost
Mileage	800 mi @	0.58	\$ 464.00
Potholing	10 ea @	500	\$ 5,000.00
Photocopies	800 ea @	0.05 /copy	\$ 40.00
GPS Rental	1 ea @	2100	\$ 2,100.00
Title Reports	2 ea @	400	\$ 800.00
Traffic Control	1 ea @	5000	\$ 5,000.00

**Total Direct Non-Salary Costs \$ 13,404.00**

**Total \$ 323,058.98**

**Rounded \$ 323,059**

Henry Road Overpass & Roadway Extension  
**Design Estimate Cost Worksheet**

Firm Name: **GeoEngineers, Inc.**

<b>Classification</b>	<b>Hours</b>	<b>x</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
Associate Engineer	44		\$58.06		\$ 2,554.64
Senior Engineer	122		\$50.66		\$ 6,180.52
Staff Engineer	98		\$28.86		\$ 2,828.28
CAD Designer	16		\$29.09		\$ 465.44
Administrator	26		\$25.99		\$ 675.74
Senior Technician	2		\$24.62		\$ 49.24
Technician	4		\$21.40		\$ 85.60
Total Hours		312			

Total Direct Salary Cost (DSC) \$ **12,839.46**

**Overhead & Fixed Fee**

Overhead Cost @	212.32% of DSC		\$	27,260.74
Fixed Fee @	30.0% of DSC		\$	3,851.84

**Total DSC, Overhead and Fixed Fee** \$ **43,952.04**

**Direct Non-Salary Costs**

				<b>Cost</b>
Traffic Control	1 ea @	\$	2,500.00	\$ 2,500.00
In-house Drilling	1 ea @	\$	6,000.00	\$ 6,000.00
Drilling Subcontractor	1 ea @	\$	30,000.00	\$ 30,000.00
Laboratory Testing	1 ea @	\$	3,950.00	\$ 3,950.00
				\$ -

**Direct Non-Salary Costs Total** \$ **42,450.00**

**Total** \$ **86,402.04**

**Rounded** **\$ 86,402**



Henry Road Overpass & Roadway Extension  
**Design Estimate Cost Worksheet**

Firm Name: **Michael Terrell Landscape Architecture, PLLC**

<b>Classification</b>	<b>Hours</b>	<b>x</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
Professional Landscape Architect	88		\$125.00		\$ 11,000.00
Landscape Architect	93		\$75.00		\$ 6,975.00
Designer	151		\$60.00		\$ 9,060.00
Total Hours		332			

Total Negotiated Hourly Rate \$ **27,035.00**

**Direct Non-Salary Costs**

					<b>Cost</b>
Mileage	0 mi @	0.580			\$ -
Postage / Delivery (allowance)	Est.				\$ -
Photocopies	0 ea @	0.05 /copy			\$ -
<b>Total Direct Non-Salary Costs</b>					<b>\$ -</b>

**Total** \$ **27,035.00**

**Rounded** **\$ 27,035**

Henry Road Overpass & Roadway Extension  
**Design Estimate Cost Worksheet**

Firm Name: Anderson Environmental Consultants, Inc.

Classification	Hours	x	Rate	=	Cost
Sr. Biologist	4		\$67.31		\$ 269.24
Biological Tech.	6		\$21.47		\$ 128.82
Archaeologist	64		\$40.00		\$ 2,560.00
Total Hours		74			
Total Direct Salary Cost (DSC)					<b>\$ 2,958.06</b>

**Overhead & Fixed Fee**

Overhead Cost @	110.46% of DSC			\$	3,267.47
Fixed Fee @	30.0% of DSC			\$	887.42
<b>Total DSC, Overhead and Fixed Fee</b>					<b>\$ 7,112.95</b>

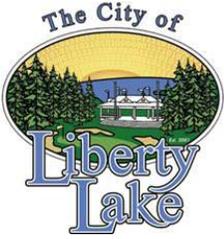
**Direct Non-Salary Costs**

					Cost
Mileage	140 mi @	\$ 0.58		\$	81.20
Document Production	2 ea @	\$25.00		\$	50.00
Mailings	2 ea @	\$15.00		\$	30.00
<b>Total Direct Non-Salary Costs</b>					<b>\$ 161.20</b>

**Total** \$ 7,274.15

**Rounded** **\$ 7,274**

**FIRST READ  
ORDINANCE**



AGENDA ITEM NO.: 12

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:**

Budget Amendment 264A

**FOR THE AGENDA OF:** January 7, 2020

**DEPT. OF ORIGIN:** Administrative Services

**EXHIBIT:**

Ordinance  
Exhibits A & B

**DEPT. HEAD APPROVAL:** RJ Stevenson

<b>EXPENDITURE REQUIRED:</b>	<b>No</b>
<b>BUDGETED:</b>	<b>This is a Budget Amendment for appropriations</b>

**SUMMARY STATEMENT**

Awarding the contract for the design of Henry Road Overpass and Roadway Extension will require a Budget Amendment to the 2020 Budget. The 2020 adopted budget included \$850,000 for the design of the project. This budget number originally came from WSDOT and was estimated at a program level. The City has negotiated with a design firm for the project and the proposed cost including contingency is \$1,462,822. The amendment also identifies revenue from the LIFT/TIF. The project is eligible for reimbursement from the LIFT & TIF. These design costs will be a credit towards the City's \$6 million contribution identified in the GCB3211 Interlocal Agreement

**RECOMMENDED ACTION**

1. Staff recommends suspending the rules for first read and Adopt Ordinance 264A.

**ORDINANCE NO. 264A  
CITY OF LIBERTY LAKE  
SPOKANE COUNTY, WASHINGTON**

**AN ORDINANCE AMENDING ORDINANCE NO. 264 PASSED BY THE CITY COUNCIL ON DECEMBER 17, 2019, ENTITLED “AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON, ADOPTING A BUDGET FOR THE PERIOD JANUARY 1, 2020, THROUGH DECEMBER 31, 2020, APPROPRIATING FUNDS AND ESTABLISHING SALARY SCHEDULES FOR ESTABLISHED POSITIONS”.**

WHEREAS, state law provides for the adoption of a budget by the City Council of the City of Liberty Lake for the purpose of making appropriations of the total estimated revenues for each separate fund and the aggregate totals for all such funds combined;

WHEREAS, subsequent to the adoption of the annual budget, it has become necessary to make changes in certain appropriations;

WHEREAS, the following changes could not reasonably have been anticipated or known at the time Ordinance 264 was passed by the City Council;

WHEREAS, the City Council has determined that the best interest of the City is served by amending the adopted budget approved in Ordinance 264;

NOW, THEREFORE, the City Council of the City of Liberty Lake, Washington, do ordain as follows:

**Section 1.** The following accounts contained in the 2020 Budget are hereby amended as set forth in Exhibit “A” which only includes the project known as Henry Road Overpass and Roadway Extension.

**Section 2.** The detail of the amendments is listed in Exhibit “B”.

**Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 4. Effective Date.** This Ordinance shall be in full force and effective (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

---

Mayor, Shane Brickner

ATTEST:

---

Ann Swenson, City Clerk

APPROVED AS TO FORM:

---

City Attorney, Sean Boutz

City of Liberty Lake  
2020 Budget Amendment  
Exhibit A

**AMENDMENT #1: Harvard Road Overpass and Roadway Extension  
Agreement for Henry Road Design also included in 1-7-2020 Agenda Packet**

FUND	Revenue and Other Sources			Expenditures			Ending Fund Balance	
	Original Budget	Adjustment	Proposed	Original Budget	Adjustment	Proposed	Original Budget	Proposed
001 GENERAL FUND	8,090,537	612,822	8,703,359	8,186,166	612,822	8,798,988	3,117,618	3,117,618

Exhibit B

**AMENDMENT #1: Harvard Road Overpass and Roadway Extension**

**Proposed Budget Amendments for 2020**

**Line item detail of Budget Amendment**

Line item detail of Budget Amendment		2020	2020	
Line Items affected	Account Title	ORIGINAL BUDGET	PROPOSED AMENDMENT	Description
<b>GENERAL FUND</b>				
<u>Revenue</u>				
337 00 00 00	LIFT Reimbursement	850,000	1,462,822	Eligible for LIFT Reimbursement
<u>Expenditures</u>				
594 00 41 00	Professional Services - Bridge	850,000	1,462,822	Increase for Project

**SECOND READ  
ORDINANCE**



AGENDA ITEM NO.: 13

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

**SUBJECT:**

Second Read Ordinance 131-C

**FOR THE AGENDA OF:** January 7, 2019

**DEPT. OF ORIGIN:** Library

**EXHIBIT:**

Ordinance 131-C

**DEPT. HEAD APPROVAL:** Director

<b>EXPENDITURE REQUIRED:</b>	Yes
<b>BUDGETED:</b>	No

**SUMMARY STATEMENT**

The City desires to increase the change making account for the Liberty Lake Municipal Library from \$100 to \$134 to make change for library patrons. The additional \$34 will be used to make change for patrons who use the self-service printing.

**RECOMMENDED ACTION**

1. Adopt Ordinance 131-C.

**CITY OF LIBERTY LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 131-C**

**AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON, AMENDING  
ORDINANCE NO. 131-B, PASSED ON JANUARY 22, 2019, ENTITLED  
“ESTABLISHING A MUNICIPAL LIBRARY FUND CHANGE-MAKING ACCOUNT  
FOR THE CITY OF LIBERTY LAKE FOR THE PURPOSE OF MAKING CHANGE  
FOR CASH TRANSACTIONS.”**

WHEREAS, the City of Liberty Lake is a non-charter code city organized and existing under the provisions of Title 35A of the Revised Code of Washington; and

WHEREAS, the City Council believes it to be in the best interest of the City and conducive to the efficient handling of City business to establish a change making account in the City’s Municipal Library Fund for the purpose of making change for cash transactions.

NOW, THEREFORE, the City Council of the City of Liberty Lake, Washington, do ordain as follows:

**Section 1.** Municipal Library Change Making Account. The Mayor or designee is hereby authorized to establish a Municipal Library Fund Cash Account in the amount of \$134.00. This fund is established to facilitate minor authorized cash transactions for the making of change. The fund shall be administered by the Mayor, City Treasurer, Municipal Library Director or designees, in accordance with rules or policies providing for such lawful administration.

**Section 2.** Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of the Ordinance in the official newspaper of the City as provided by law.

**Passed by the City Council this \_\_\_\_\_ day of January 2020.**

\_\_\_\_\_  
Mayor

**ATTEST:**

**Approved as To Form:**

\_\_\_\_\_  
City Clerk, Ann Swenson

\_\_\_\_\_  
City Attorney, Sean P. Boutz

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_