

RECEIVED NO. 5987
DATE 3-19-08
CITY OF WOODINVILLE
08-038

**INTERLOCAL AGREEMENT BETWEEN WOODINVILLE WATER DISTRICT
AND CITY OF WOODINVILLE FOR UTILITY FACILITIES
ASSOCIATED WITH THE
SR202 BNRP SOUTHEAST LEG IMPROVEMENTS PROJECT**

THIS INTERLOCAL AGREEMENT ("the AGREEMENT") is entered into on the date of the last signature below between the WOODINVILLE WATER DISTRICT ("District") and CITY OF WOODINVILLE ("City") both of which are municipal corporations located in and existing under the laws of the State of Washington.

WHEREAS, the City proposes to proceed with the SR202 BNRP SOUTHEAST LEG IMPROVEMENTS PROJECT ("the Project"); and

WHEREAS, the District holds a franchise for occupancy of City road rights-of-way and the District is required as a condition of its franchise and/or state law to relocate or adjust its facilities at its own expense to accommodate City road improvements; and

WHEREAS, the City is the lead agency for the construction of the Project which will require adjustments, relocations, and replacements of the District's utility facilities; and

WHEREAS, the public interest is served by inclusion of necessary items of work, as requested by the District, in the City's construction contract proposed for this project;

NOW THEREFORE;

The City and the District hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which the parties have agreed that the District will reimburse the City for all costs incurred from the work performed by the City's contractor that are directly associated with District facilities.

2. **City Responsibility.** The City reserves the right to determine not to undertake the Project or to discontinue the Project at any time. The City shall incorporate the adjustments and relocations of the District's utility facilities into the Contract Bid Documents. In addition, the City shall incorporate the inclusion of the necessary items for the AC Water Main Replacement on 132nd AVE NE into the Contract Bid Documents.

The City will be lead agency for the Project and the City will bid and may award the contract for the Project in accordance with the laws of the State of Washington. The

City shall require the contractor to provide insurance for the project, naming the District as an additional insured.

If a contract is awarded, then the City shall administer the contract and provide construction engineering and construction inspection for the Project, including that portion of the Project involving the District's utility facilities. The City shall provide construction inspection for the Project, including the District's utility facilities based upon the plans and specifications for the utility facilities provided by the District. Provided, the District shall be notified of the progress of the construction and given reasonable notice of the availability and need for inspection of the District's utility facilities. The District shall provide for its own timely inspection of the District's utility facilities and communicate to the City any matters requiring attention as a result of those inspections.

The City shall keep an itemized and detailed work record covering the cost of services performed by the City's contractor on behalf of the District pursuant to this Agreement.

Upon the completion of the District's utility facilities work, the City shall provide the District of the actual cost the City paid to the City's contractor. The City shall invoice the District in accordance with the cost reimbursement and payment provision of Section 4 of this document.

The City will provide the District a reproducible copy of the "as-built" plan sheet(s) showing its utility facilities. The City will retain and file the original "as-built" Mylar plan sheet(s) and all other project records.

3. District Responsibility. The District shall be solely responsible for all costs of design, construction, inspection and contract administration related to the District's utility facilities and shall reimburse the City in accordance with the terms of Section 4 of this document.

The District shall submit special provisions, necessary documents, reproducible construction drawings, and engineering plans and specifications based upon the Woodinville Water District's Standard Specifications and the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction of the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), as modified by the City, for City projects.

The District shall comply with the terms of the franchise agreement between the District and the City, including, but not limited to, City design standards and specifications.

The City reserves the right to review and reject plans and specifications for the District's utility facilities not in compliance with City standards or not in conformance with

the City's plans and specifications for the Project. Ultimate responsibility for accuracy and completeness of the District's submitted plans, however, rests with the District.

The District shall make all reasonable efforts to cooperate with the City's contractor in facilitating the work performed on the District's utility facilities, including inspections, and make necessary personnel available, so as to not delay or impact in any other way the City's contractor's construction schedule.

The District will supply the City's contractor with manhole water tight lids and valve risers within three (3) calendar days of written request from the City's contractor.

Inspections necessary to ascertain the compliance by the Contractor with the Plans, Profiles, and Specifications shall be made by the City and a written report and notice of completion submitted by the City to the District. During construction of the District's utility portion of the contract, the District will make inspections to insure the work meets the District's standards; deficiencies noted shall be reported to the City. The District's inspector shall perform final inspection and accept the relocation work.

The District shall, within five (5) calendar days of its final inspection, provide to the City final acceptance of the work and facilities or, alternatively provide an itemized and detailed response as to why final acceptance of the work cannot be given. If the District fails to respond to the City, the District will be deemed to have given final acceptance of the work.

The District shall maintain any utility facilities constructed under this Agreement from the date of acceptance of the facilities by the District after inspection.

The cost of any future improvements and all maintenance, repairs, or corrections to any utility facilities covered under the terms of this Agreement shall be the exclusive responsibility of the District in accordance with the Agreement and the terms of their franchise.

4. Cost Reimbursement and Payment. The District agrees to set aside funds for payment to the City for the work in an amount not less than the estimated cost as shown on Exhibit A attached hereto and by this reference made a part of this Agreement.

The District agrees as part of its payment obligation hereunder, to reimburse the City one hundred percent (100%) of the final cost of all contract items related District's utility facilities as shown on Exhibit A. In addition the District shall reimburse the City one hundred percent (100%) of the awarded unit bid prices for the pavement overlay and pavement grind outside the proposed City's Project limits along 132nd AVE NE at 63+00 heading north to the end of the District's proposed AC Water Main replacement work, quantities based on actual amounts used.

The District agrees to make payment within thirty (30) calendar days of invoice date sent by the City; thereafter the bill shall accrue simple interest at the rate of one (1) percent per month.

Upon request of the City, partial payments shall be made by the District to cover the costs of work performed and/or material acquired. Acceptance by the City of any partial payment shall not constitute Agreement as to the sum due the City for any item. At the time of final audit, all required adjustments will be made and reflected in a final payment. In the event such final audit reveals an overpayment to the City, the City agrees to refund such overpayment to the District.

During construction and for a period of not less than three years from the date of final payment to the City, the records and accounts pertaining to the construction of the project and accounting therefore are to be kept available for inspection and audit by the State and copies of all records, accounts, documents or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with support documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

5. Legal Relations. Each party agrees to hold harmless and indemnify the other, its elected and appointed officials, agents, and employees from any and all costs, claims, demands and obligations of whatsoever nature caused by the party's sole negligence or the party's concurrent negligence, but only to the extent of the party's concurrent negligence, and arising by reason of participation in or connection with the District's utility facilities work described by this Agreement, including, but not limited to, claims by the Contractor for additional compensation related in any way to utility relocation work.

6. Termination. This Agreement may only be terminated by written mutual agreement of the parties, except as provided below:

The City has the right to terminate this Agreement if the City determines not to undertake the Project or to discontinue the Project; provided the District shall be responsible only for costs incurred by the City prior to the City's notice of termination.

This Agreement shall terminate when the City's Council accepts the project as complete.

7. Change Order Work. Except in cases of emergency, if change order work is required for items relating to the District's utility facilities, then written approval from the District is necessary prior to beginning such work. The District shall timely review and respond to any change order requests. If any change order work should

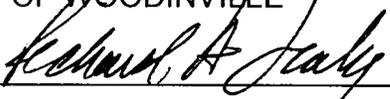
result in an increased cost of \$3,000 (Three Thousand Dollars) or more, written approval of both the City and the District is required prior to beginning such work.

The District shall reimburse change order work associated with the District's utility facilities to the City in accordance with the terms of Section 4 of this document.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the District's utility facilities associated with the Project. Any and all prior understandings and agreements are hereby superseded by this Agreement and of no further effect. No modification or amendment of this Agreement shall be valid or effective unless evidenced by a further written instrument signed by both parties.

ENTERED into on the last date set forth by the signature of the parties below the parties hereto have executed this Agreement.

CITY OF WOODINVILLE

By 

Its CITY MANAGER

Date 3/19/2008

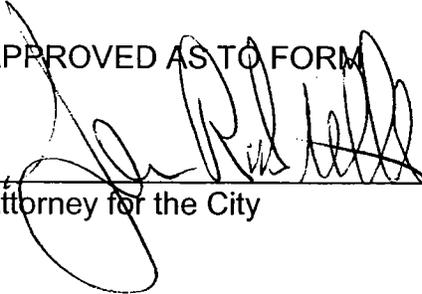
WOODINVILLE WATER DISTRICT

By 

Its General Manager

Date 3/4/08

APPROVED AS TO FORM


Attorney for the City

APPROVED AS TO FORM

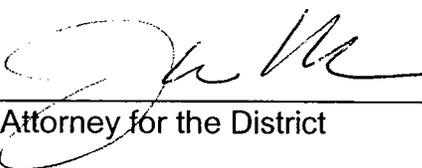

Attorney for the District

EXHIBIT "A"

Project: **CITY OF WOODINVILLE: SR202 BNRP SOUTHEAST LEG IMPROVEMENTS**
 Estimate of Water District Water Main Replacement

Description	Quantity	Unit	Unit Price	Total
Mobilization 10% of listed bid items	1	LS	12,613.50	\$12,613.50
Shoring or Extra Excavation	1	LS	1,500	\$1,500.00
DI Pipe for Water Main – 8-In. Diam.	452	LF	80	\$36,160.00
DI Pipe for Water Main – 6-In. Diam.	70	LF	60	\$4,200.00
Connect to 12-In. DI Existing Water Main on 132 nd Ave NE at NE 175 th Street	1	LS	1,500	\$1,500.00
Connect to 8-In. DI Existing Water Main on 132 nd Ave NE at 17530 132 nd Ave NE	1	LS	1,750	\$1,750.00
Connect to 8-In. CI Existing Water Main on 132 nd Ave NE at Woodinville-Snohomish Road	1	LS	2,500	\$2,500.00
Connect to 6-In. AC Existing Water Main on Woodinville-Snohomish Road	1	LS	1,500	\$1,500.00
Connect to 6-In. CI Existing Water Main on NE 175 th Street at Carol Edwards Center	1	LS	1,500	\$1,500.00
Connect to 12" DI Existing Water Main on 132 nd Ave NE at NE 175 th Street for New Fire Hydrant	1	LS	1,200	\$1,200.00
Replace and Relocate Existing 6-In. Water Meter and Vault on NE 175 th Street at Carol Edwards Center	1	LS	6,500	\$6,500.00
Gate Valves – 8-In.	4	EA	900	\$3,600.00
Replace and Relocate 1-1/2-In. Water Service	1	EA	1,800	\$1,800.00
Replace and Relocate 3/4-In. Water Service	2	EA	1,200	\$2,400.00
Remove and Relocate Existing Fire Hydrant	2	EA	1,500	\$3,000.00
Remove and Dispose of Existing Fire Hydrant	2	EA	250	\$500.00
Fire Hydrant Assembly	3	EA	3,500	\$10,500.00
Bank Run Gravel for Trench Backfill	150	TN	15	\$2,250.00
Crushed Surfacing Top Course (CSTC)	425	TN	25	\$10,625.00
Adjust Existing Valve Boxes	9	EA	250	\$2,000.00
Remove and Dispose of Existing AC Water Main	200	LF	75	\$3,750.00
Pavement Patch – HMA Class 1/2-In.	230	SY	75	\$17,250.00
Pavement Overlay – HMA Class 1/2-In.	25	Tons	90	\$2,250.00
Sawcut Pavement, Full Depth	1,100	LF	4	\$4,400.00
Adjust Cleanout	2	EA	250	\$500.00
Adjust Manhole	6	EA	500	\$3,000.00
			Subtotal	\$138,748.50
			WSST .089	\$12,348.62
			Est. Total	\$151,097.12

The purpose of Exhibit A is to provide labor and material estimates for the project. Reimbursement to City of Woodinville will be based solely on the actual costs which have occurred on the project.