

**INTERLOCAL AGREEMENT BETWEEN CITY OF SAMMAMISH AND
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT**

**ADJUSTMENT OF MANHOLE AND VALVE BOX CASTINGS
ASSOCIATED WITH THE**

CITY OF SAMMAMISH 2011 PAVEMENT PROGRAM - OVERLAY

This Agreement ("Agreement") is made and entered into by and between the City of Sammamish, a municipal corporation (the "City") and the Sammamish Plateau Water and Sewer District, a municipal corporation (the "District") (individually a "Party" and collectively the "Parties"), for the purposes set forth below.

WHEREAS, the City has prepared Plans and Specifications for the City's 2011 Pavement Program – Overlays ("Project"), publicly bid the Project, and awarded the Project to Lakeside Industries ("Contractor"); and

WHEREAS, the Project included unit bid items to adjust manhole and valve box castings to grade, and to provide traffic control. The Bid Results are attached as Exhibit "A"; and

WHEREAS, the District provides water and sewer services in the general area of the Project in accord with applicable Washington State and City laws and regulations; and

WHEREAS, the District has manhole and valve box castings within the limits of the Project that need to be adjusted to final grade following the City's pavement work; and

WHEREAS, the City and the District can achieve cost savings and benefits in the public's interest by adjusting the District's manhole and valve box castings during construction of the Project, hereinafter referred to as the "District Work". The Scope of Work and Cost Estimate for the District Work are attached as Exhibit "B"; and

WHEREAS, the City and the District have the authority to undertake joint and cooperative action pursuant to Chapter 39.34 RCW; and

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:

I. BIDDING

- A. The City shall incorporate a complete and final set of the District's Plans and Specifications for the District Work into the Contract Bid Documents for the Project as a deductive alternate in such manner as to allow, to the extent possible, identification of cost allocations between the parties.
- B. The City shall furnish the District with the bid prices for the District Work for the District's approval. Within two weeks of receiving the bid prices, the District

shall notify the City in writing that the District either approves or rejects their portion of the contract. The City shall not proceed with the District Work until the City has received approval from the District. If bids are received which, in the estimation of the District, are not acceptable for the District's portion, all or a portion of the District Work shall be deleted from the contract. Bid awards shall be made to the lowest responsible bidder for the total project, subject to applicable laws and regulations.

- C. If the District rejects the City's lowest responsible bid, the District may select its own contractor to do the District Work. In that event,
1. The District shall require its contractor to coordinate all utility work located within the project site with the City's contractor, without unreasonably interfering with or delaying the City's contractor. The District shall notify its contractor of such requirement, and shall provide written notice to the City and the City's contractor ten days prior to beginning the District Work.
 2. If the District's contractor unreasonably delays or impacts the City's contractor, the District agrees to defend, indemnify, and hold City harmless from and against any such unreasonable delay or impact if a claim is presented by the City's contractor, provided the City shall give the District prompt notice of any potential claim as soon as the City has received knowledge thereof.
 3. As part of any asphalt pavement overlay work, the City shall have its contractor provide surface divots or pavement markers on any casting encountered during the City's overlay work.
- D. The District has reviewed the bid results for the 2011 Pavement Program – Overlays, and approves the unit bid prices.

II. CONTRACT ADMINISTRATION

A. City Responsibilities

1. The City shall provide the engineering, administrative, and clerical services necessary for the execution of the District Work.
2. The City shall have its Contractor provide as part of the pavement work, physical location marks or markers showing the location of all valve box or manhole castings that are buried as part of the overlay. The City shall have the Contractor be responsible for the final location of the castings with a metal detector. If there is any question on the location the casting, the District shall be contacted before any pavement removal begins.
3. The City will notify the District of any changes required by the City, which substantially change the nature of the Utility Work and shall obtain the District's approval of such changes, with such approval not being unreasonably withheld by the District. Written notification by the City shall be given to the District prior to the commencement of the work.

4. Upon written notice from the District of any changes to the District Work needed during construction, the City shall make such changes, if feasible, to the City's Contract with the Contractor as part of the Contract's standard change order process.
5. The City shall provide the District with the Contractor's proposed schedule for the District Work and written notice when the Contractor begins the District Work.
6. Upon notice from the District that the District Work is complete and approved for final acceptance, and the District has accepted the accounting of the quantities of work completed, the City shall invoice the District for the District Work.
7. The City will not grant the Contractor Final Acceptance until the District has provided the City with written notice that the District's Work is complete and approved for final acceptance.

B. District Responsibilities

1. The District shall provide inspection to verify proper compliance with requirements in the contract Plans and Specifications while the Contractor is doing the District Work and shall provide the City with a written summary of pay item quantities to be included in the City's monthly progress payments to the Contractor.
2. The District shall promptly provide the City with written documentation describing any change(s) in the District Work required during construction.
3. The District shall provide the Contractor with a new casting to replace any casting that was damaged prior to the Project.
4. Upon notice from the Contractor that the District Work is complete, the District shall, within five working days, complete a final inspection of the completed work, and provide to the City a list of the accepted work and/or provide an itemized and detailed response as to why any portion of the District Work cannot be given acceptance.
5. The District shall assist in the approximate location of all castings to be adjusted. However the Contractor shall be responsible for determining the exact location of the casting with a metal detector.

III. PAYMENT

- A. The District shall reimburse the City at the unit bid prices for each manhole or valve box casting adjusted and for providing traffic control associated with the District Work, as bid by the Contractor for the Project as listed in the Bid Results included as Exhibit "A": The following pay items pertain to the District Work:

1. Flaggers and Spotters
 2. Adjust Manhole
 3. Adjust Valve Box
- B. The District shall reimburse the City at the unit bid prices bid for any other work approved by the District and completed by the Contractor for the District Work in accordance with the Project Specifications, or in conformance with a District approved and City executed change order.
- C. In the event the Contractor uncovers any materials while doing work solely related to completion of the District Work agreed upon requiring special handling and/or disposal under any local, state or federal laws or regulations (including, but not limited to, hazardous waste, dangerous waste, toxic waste or contaminated soil) the District will be responsible for all costs incurred in handling and/or disposing of such materials.
- D. All payments shall be due within forty-five (45) days from the date the City invoices the District for the District Work performed on the Project, and when due shall accrue simple interest at the rate of one percent per month.

IV. INDEMNIFICATION AND HOLD HARMLESS

- A. Each Party to this Agreement agrees to protect, defend, and indemnify the other Party, its officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, subcontractors or agents.
- B. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as respects the other Party, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- C. In the event either Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.
- D. The provisions of this section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

V. INDEMNIFICATION OF UTILITY AND INSURANCE

- A. The City shall require the contractor building the Project to have the District named as an additional insured on all policies of insurance to be maintained by contractor(s) under the terms of any Project contract(s), with the City contractor building the Project required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation and provide satisfactory proof thereof prior to commencing construction.
- B. The City shall require the contractor building the Project to indemnify, defend, and save harmless the District and its officers, agents, or employees from any claim, real or imaginary, filed against the District or its officers, agents, or employees alleging damage or injury arising out of the contractor's participation in the Project.
- C. The City shall contractually require the contractor building the Project to be solely and completely responsible for safety of all persons and property during performance of the work. The contractor shall be contractually required to comply with all applicable City and State regulations, ordinances, orders, and codes regarding safety.

VI. OTHER PROVISIONS

- A. The City agrees to cause the District Work to be constructed in a good and workmanlike manner in accordance with the terms of this agreement and the Contract Bid Documents.
- B. This Agreement contains the entire agreement of the Parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both Parties.
- C. Nothing contained herein is intended to, nor shall be construed to create any rights in any third party, or to form the basis for any liability on the part of the Parties or their officials, officers, employees, agents or representative, to any third party.
- D. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written agreement of both Parties.
- E. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.

- F. This Agreement is authorized under RCW 39.34.080. Nothing herein shall be construed to create a partnership or joint venture between the Parties.
- G. The individuals signing this Agreement on behalf of the respective Party represent and warrant they have the power and authority to do so.
- H. The recitals set forth above are incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date last written below ("Effective Date").

CITY OF SAMMAMISH

SAMMAMISH PLATEAU
WATER AND SEWER DISTRICT



Signature
Ben Yazici, City Manager

Signature



John C. Krauss, General Manager

October 18, 2011
Date

10/25/11
Date

EXHIBIT A
BID RESULTS FOR THE
CITY OF SAMMAMISH 2011 PAVEMENT PROGRAM - OVERLAY

12011-108

City of Sammamish

Bid Tab for 2011 Pavement Program - Overlays

Bid Opening: Thursday, May 26, 2011

Item No.	Item With Unit Priced Bid	Approx. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Amount	Lakeside Industries Unit Price	Lakeside Industries Amount	W:
1	MOBILIZATION (0001)	1	L.S.	\$ 101,000.00	\$ 101,000.00	\$ 80,000.00	\$ 80,000.00	\$
2	SHOULDER PREPERATION ()	2.7	MILE	\$ 4,500.00	\$ 12,150.00	\$ 900.00	\$ 2,430.00	\$
3	REMOVE AND REPLACE CEMENT CONC. SIDEWALK ()	52	L.F.	\$ 55.00	\$ 2,860.00	\$ 45.00	\$ 2,340.00	\$
4	REMOVE AND REPLACE EXTRUDED CURB ()	1060	L.F.	\$ 8.00	\$ 8,480.00	\$ 6.00	\$ 6,360.00	\$
5	REMOVE AND REPLACE CEMENT CONC. CURB AND GUTTER ()	126	L.F.	\$ 50.00	\$ 6,300.00	\$ 20.00	\$ 2,520.00	\$
6	REMOVING PLASTIC LINE (0180)	1845	L.F.	\$ 3.00	\$ 5,535.00	\$ 0.25	\$ 461.25	\$
7	REMOVING PLASTIC TRAFFIC MARKING (0200)	52	EACH	\$ 50.00	\$ 2,600.00	\$ 20.00	\$ 1,040.00	\$
8	REMOVING PLASTIC CROSSWALK LINE (0204)	395	S.F.	\$ 0.50	\$ 197.50	\$ 1.50	\$ 592.50	\$
9	REMOVING RAISED PAVEMENT MARKER (0208)	6.3	HUND	\$ 150.00	\$ 945.00	\$ 310.00	\$ 1,953.00	\$
10	REMOVING MISCELLANEOUS TRAFFIC ITEM ()	1	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$
11	HMA SHOULDER BASE COURSE EXCAVATION INCL. HAUL ()	1740	S.Y.	\$ 15.00	\$ 26,100.00	\$ 9.15	\$ 14,181.00	\$
12	PAVEMENT REPAIR EXCAVATION INCL. HAUL (0332)	5230	S.Y.	\$ 15.00	\$ 78,450.00	\$ 4.25	\$ 22,227.50	\$
13	HMA BASE COURSE EXCAVATION, INCL. HAUL ()	7075	S.Y.	\$ 15.00	\$ 106,125.00	\$ 5.45	\$ 38,558.75	\$
14	SHOULDER FINISHING ()	4.5	MILE	\$ 6,000.00	\$ 27,000.00	\$ 2,210.00	\$ 9,945.00	\$
15	ANTI-STRIPPING ADDITIVE (5334)	CALC		CALC.	\$ 14,980.00	CALC.	\$ 14,980.00	
16	CRACK SEALING (5703)	EST	EST.	EST.	\$ 15,000.00	EST.	\$ 15,000.00	
17	PLANING BITUMINOUS PAVEMENT (5711)	16298	S.Y.	\$ 2.75	\$ 44,814.00	\$ 2.25	\$ 36,668.00	\$
18	HMA FOR PRELEVELING CL. 1/2 IN. PG 64-22 (5737)	842	TON	\$ 90.00	\$ 77,780.00	\$ 72.00	\$ 60,224.00	\$
19	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-22 (5739)	1052	TON	\$ 120.00	\$ 126,240.00	\$ 72.00	\$ 75,744.00	\$
20	HMA FOR SHOULDER BASE COURSE CL. 1/2 IN. PG 64-22 ()	1740	S.Y.	\$ 31.00	\$ 53,940.00	\$ 15.50	\$ 26,970.00	\$
21	HMA BASE COURSE CL. 1/2 IN. PG 64-28 ()	1805	TON	\$ 74.00	\$ 133,580.00	\$ 72.00	\$ 130,360.00	\$
22	HMA CL. 1/2 IN. PG 64-22 (5767)	11860	TON	\$ 75.00	\$ 879,500.00	\$ 72.00	\$ 853,920.00	\$
23	HMA THICKENED EDGE ()	315	L.F.	\$ 3.00	\$ 945.00	\$ 2.00	\$ 630.00	\$
24	ASPHALT COST PRICE ADJUSTMENT (5837)	CALC		CALC.	\$ 7,200.00	CALC.	\$ 7,200.00	
25	INLET PROTECTION (5471)	155	EACH	\$ 50.00	\$ 7,750.00	\$ 55.00	\$ 8,525.00	\$
26	FLEXIBLE GUIDE POST (6832)	45	EACH	\$ 10.00	\$ 450.00	\$ 60.00	\$ 2,700.00	\$
27	PAINT LINE (6806)	27018	L.F.	\$ 0.20	\$ 5,403.20	\$ 0.12	\$ 3,241.92	\$
28	PAINTED WIDE LINE (6817)	34892	L.F.	\$ 0.26	\$ 9,073.00	\$ 0.14	\$ 4,886.98	\$
29	PLASTIC WIDE LINE (6818)	2098	L.F.	\$ 5.00	\$ 10,490.00	\$ 0.80	\$ 1,678.40	\$
30	PLASTIC CROSSWALK LINE (6857)	1235	S.F.	\$ 4.00	\$ 4,940.00	\$ 2.80	\$ 3,458.00	\$
31	PLASTIC STOP LINE (6859)	314	L.F.	\$ 5.00	\$ 1,570.00	\$ 3.40	\$ 1,077.60	\$
32	PLASTIC TRAFFIC ARROW (6833)	55	EACH	\$ 100.00	\$ 5,500.00	\$ 47.00	\$ 2,585.00	\$
33	PLASTIC BICYCLE LANE SYMBOL (6867)	23	EACH	\$ 125.00	\$ 2,875.00	\$ 60.00	\$ 1,380.00	\$
34	PAINTED TRAFFIC LETTER (6870)	13	EACH	\$ 125.00	\$ 1,625.00	\$ 8.00	\$ 104.00	\$
35	RAISED PAVEMENT MARKER TYPE 2 (6884)	10.5	HUND	\$ 400.00	\$ 4,200.00	\$ 340.00	\$ 3,570.00	\$
36	REPLACE INDUCTION LOOP VEHICLE DETECTOR ()	30	EACH	\$ 800.00	\$ 24,000.00	\$ 440.00	\$ 13,200.00	\$
37	PORTABLE CHANGEABLE MESSAGE SIGN ()	60	DAY	\$ 100.00	\$ 6,000.00	\$ 100.00	\$ 6,000.00	\$
38	OTHER TEMPORARY TRAFFIC CONTROL (6973)	1	L.S.	\$ 60,000.00	\$ 60,000.00	\$ 6,500.00	\$ 6,500.00	\$
39	FLAGGERS AND SPOTTERS (6960)	1600	HR	\$ 50.00	\$ 80,000.00	\$ 44.50	\$ 71,200.00	\$
40	TRAFFIC CONTROL SUPERVISOR (2974)	1	L.S.	\$ 26,000.00	\$ 26,000.00	\$ 21,000.00	\$ 21,000.00	\$
41	LICENSED SURVEYING (7040)	EST	EST.	EST.	\$ 5,000.00	EST.	\$ 5,000.00	

EXHIBIT B**ESTIMATED SCOPE OF WORK**

Issaquah-Pine Lake Road SE – 234th Avenue SE to SE 48th Street			
Unit Item	Unit Price	Estimated Quantities	Subtotal
Flaggers and Spotters	\$44.50	95	\$4,227.50
Adjust Manhole	\$325.00	18	\$5,850.00
Adjust Valve Box	\$220.00	29	\$6,380.00
Total			\$16,457.50

Highland Park (a.k.a Sammamish 95) Area			
Unit Item	Unit Price	Estimated Quantities	Subtotal
Flaggers and Spotters	\$44.50	88	\$3,916.00
Adjust Manhole	\$325.00	22	\$7,150.00
Adjust Valve Box	\$220.00	18	\$3,960.00
Total			\$15,026.00

Sahalee Woods / Green Acres Area			
Unit Item	Unit Price	Estimated Quantities	Subtotal
Flaggers and Spotters	\$44.50	55	\$2,447.50
Adjust Manhole	\$325.00	0	\$0.00
Adjust Valve Box	\$220.00	34	\$7,480.00
Total			\$9,927.50

GRAND TOTALS			
Flaggers and Spotters	238	HRS	\$10,591.00
Adjust Manhole	40	EACH	\$13,000.00
Adjust Valve Box	81	EACH	\$17,820.00
GRAND TOTAL			\$41,411.00

Note: Flaggers and Spotter estimated quantities based on two flaggers, and a crew adjusting 6 Manholes per 8-hour day and 10 valves boxes per 8-hour day (approximately).