

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 20-1-15A

RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE HIGHLINE WATER DISTRICT AND MIDWAY SEWER DISTRICT RELATING TO PROJECT 19-1 2019 AC WATER MAIN REPLACEMENT (NORTH HILL)

WHEREAS, Highline Water District "Highline" is designing a water main replacement project, commonly known as Project 19-1 2019 AC Water Main Replacement Project (North Hill), located in the area to the south of S 208th Street between Marine View Drive and Des Moines Memorial Drive in the City of Des Moines (the "Water Project"); and

WHEREAS, Midway Sewer District "Midway" is designing a sewer replacement project, commonly known as the North Hill Sewer Extension Project, in the same area as the Water Project (the "Sewer Project"); and

WHEREAS, Highline and Midway agree that both Projects involve excavation of many of the same rights-of-way and that both entities would enjoy economic savings and provide greater convenience to the public if the Projects were constructed simultaneously; and

WHEREAS, Highline and Midway desire to work together for the mutual and overall benefit of both districts; and

WHEREAS, the District and Midway desire to establish a formal arrangement under which Midway will pay the District in consideration of the District incorporating the design of the Sewer Work into the design of the Project and constructing the Sewer Work in conjunction with the construction of HWD Project 19-1 2019 AC Water Main Replacement (North Hill); and

WHEREAS, the District and Midway desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking; and

WHEREAS, this Agreement is entered into pursuant to the Interlocal Cooperation Act (chapter 39.34 RCW) to form the basis for a cooperative public works project.

NOW, THEREFORE, BE IT RESOLVED:

1. The General Manager or designee is authorized to enter into an Interlocal Agreement with the Midway Sewer District (Attachment #1 incorporated herein) to incorporate the design of the Sewer Work into the design of the Project and constructing the Sewer Work in conjunction with the construction of HWD Project 19-1 2019 AC Water Main Replacement (North Hill).
2. The General Manager and/or the District's Legal Counsel are authorized to make minor changes to the Interlocal Agreement if required.

**HIGHLINE WATER DISTRICT
King County, Washington**


RESOLUTION 20-1-15A

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **15th** day of **January 2020**.

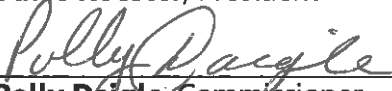
BOARD OF COMMISSIONERS



Vince Koester, President



Todd Fultz, Secretary



Polly Daigle, Commissioner



Daniel Johnson, Commissioner



Kathleen Quong-Vermeire, Commissioner

AGREEMENT

ATTACHMENT - 1

This Agreement ("Agreement") is entered into by and between Midway Sewer District, a Washington municipal corporation, located and doing business at 3030 South 240th Street, Kent, Washington 98032 ("SEWER DISTRICT") and Highline Water District, a Washington municipal corporation, located and doing business at 23828 30th Avenue South, Kent, Washington 98032 ("WATER DISTRICT") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

1. The WATER DISTRICT is designing a water main replacement project, commonly known as Project 19-1 2019 AC Water Main Replacement (North Hill), located in the area to the south of S 208th Street between Marine View Drive and Des Moines Memorial Drive in the City of Des Moines (the "Water Project"); and
2. The SEWER DISTRICT is designing a sewer replacement project, commonly known as the North Hill Sewer Extension Project, in the same area as the Water Project (the "Sewer Project"); and
3. The Parties agree that both Projects involve excavation of many of the same rights-of-way and that both entities would enjoy economic savings and provide greater convenience to the public if the Projects were constructed simultaneously; and
4. The Parties desire to work together for the mutual and overall benefit of both districts.
5. This Agreement is entered into pursuant to the Interlocal Cooperation Act (chapter 39.34 RCW) to form the basis for a cooperative public works project.

AGREEMENT

In consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. **Lead Agency.** The WATER DISTRICT shall serve as the lead agency and as the agent of SEWER DISTRICT to facilitate the simultaneous construction of both the Sewer Project and the Water Project.
2. **Project:** The Parties agree to cooperate in the construction of a joint project to be known as the North Hill Sewer Extension and Project 19-1 2019 AC Water Main Replacement (North Hill) (collectively, the "Project"), which shall consist of the following elements:
 - 2.1. The WATER DISTRICT elements of the Project are identified in **Exhibit A** attached hereto and incorporated herein in full by this reference.
 - 2.2. The SEWER DISTRICT elements of the Project are identified in **Exhibit B** attached hereto and incorporated herein in full by this reference.
 - 2.3. The Shared Cost elements between the Parties for the Project are identified in **Exhibit C** attached hereto and incorporated herein in full by this reference.

3. WATER DISTRICT Responsibilities: The responsibilities of WATER DISTRICT shall include:

- 3.1. Subject to mutual agreement of the Parties, appoint an employee of WATER DISTRICT staff to serve as project manager (“Project Manager”).
- 3.2. Preparation of Water Project specifications, plans and drawings.
- 3.3. Preparation of Project bid documents consisting of three schedules, one incorporating the Water Project plans and specifications, and one consisting of the Sewer Project plans and specifications and one incorporating the Shared Road Restoration Work plans and Specifications.
- 3.4. Obtain all necessary permits needed for work identified in **Exhibit A** prior to bid opening.
- 3.5. Advertise for bids and award the Project contract subject to the right of both Parties to reject all bids as to their respective schedules and mutually to reject all bids in totality as further provided herein.
- 3.6. Sign a Project contract, as approved by both Parties with the successful bidder (“Contractor”), timely issue Notice to Proceed with the Project work, and make progress and final payments.
- 3.7. Administer the Project and, subject to SEWER DISTRICT’s inspection responsibilities, perform all engineering, survey and field inspections, and make all payments to Contractor. The WATER DISTRICT shall have the final determination, after consulting with the SEWER DISTRICT, with regards to all decisions related to the work of the Contractor.
- 3.8. Keep the SEWER DISTRICT informed as to progress of Project.
- 3.9. Payment for all WATER DISTRICT work and 50% of the Shared Costs identified in **Exhibit C**.

4. SEWER DISTRICT Responsibilities: The responsibilities of SEWER DISTRICT shall include:

- 4.1. Provide the WATER DISTRICT with plans, specifications, and such other information relating to SEWER Project elements as is necessary to prepare the bid documents for the Project.
- 4.2. Obtain all necessary permits needed for the SEWER Project work identified in **Exhibit B** prior to bid opening.
- 4.3. Review and approve bid documents not later than ten (10) business days after the WATER DISTRICT has submitted bid documents to the SEWER DISTRICT.
- 4.4. Appoint a staff person to serve as the SEWER DISTRICT representative for participation in all meetings related to the project and for making SEWER DISTRICT inspections and decisions relating to the Project. SEWER DISTRICT representative shall communicate with Contractor through the Project Manager.
- 4.5. Accept or reject any or all bids as to SEWER DISTRICT Schedule. The SEWER DISTRICT shall have the right to reject the Contractor's bid for the Sewer Project if the bid exceeds the

engineer's estimate for the Sewer Project by twenty five percent (25%). However, if the SEWER DISTRICT rejects the bid, the WATER DISTRICT will not permit a third-party contractor to complete any sewer line work concurrently with the WATER DISTRICT project. The WATER DISTRICT shall not proceed with the SEWER DISTRICT work if the WATER DISTRICT has received written notification from the SEWER DISTRICT within fourteen (14) business days that the SEWER DISTRICT rejects the bid(s) for the Sewer Project. Bid awards shall be made to the lowest responsible bidder for the total Project, subject to applicable laws and regulations.

- 4.6. Inspect SEWER DISTRICT work elements and approve or disapprove of the work being done in a timely manner so as to not delay construction activities.
- 4.7. Make such progress and final payments to WATER DISTRICT as specified in Paragraph 5 herein.
5. **Payment** An itemized cost for work to be performed by the WATER DISTRICT for the SEWER DISTRICT shall be established once the Project Bid has been awarded and such Cost schedule shall be attached to this Agreement as **Exhibit D**. The SEWER DISTRICT agrees to reimburse the WATER DISTRICT for the actual direct construction cost of all work specified in Exhibit D plus fifty percent (50%) of the Shared Costs identified in **Exhibit C** plus Five (5%) of the final construction costs of the Sewer Project to cover the WATER DISTRICT's Construction Management costs (project administration, coordination, testing and to incorporate the Sewer Project into the Project). Payment shall be made by the SEWER DISTRICT to the WATER DISTRICT within thirty (30) days, upon the request of the WATER DISTRICT, to cover actual direct costs incurred by the WATER DISTRICT, except as to any disputed amounts. Payments delayed beyond thirty (30) days shall include interest payments one percent (1%) per month.
6. **Change Orders/Extra Work** All change orders shall be subject to review and recommendation by the Project Manager. In the event unforeseen causes require an increase in the SEWER DISTRICT's cost obligation of twenty five percent (25%) or more from that identified in **Exhibit D** ("Substantial Change") this Agreement will be modified by a supplemental agreement covering any such increase. In the event it is determined that any Substantial Change from the description of the Sewer Project work contained in the Agreement is required, written approval must be secured from the SEWER DISTRICT before the beginning of such work. The WATER DISTRICT shall provide at least ten (10) days prior written notice for all changes to the SEWER DISTRICT's portion of the work regardless of the financial obligation.
7. **Emergency Repairs** Prior to WATER DISTRICT's acceptance of the Contractor's work, if there is a need for emergency repair and the WATER DISTRICT's contractor is unable to perform such repair in a timely manner, the SEWER DISTRICT shall have permission to enter upon the WATER DISTRICT's work area and complete said emergency repair. Emergency repairs are defined as work performed by WATER DISTRICT or SEWER DISTRICT forces to stabilize, remove immediate hazards or dangers by cutting and capping water or sewer mains, and restoring immediate utility services to customers in the area. Upon completion of any emergency repairs by the WATER DISTRICT or the SEWER DISTRICT, the Parties shall cooperatively determine each Party's financial responsibility.
8. **Final Acceptance** The WATER DISTRICT shall conduct a field review of the Sewer Project improvements with the SEWER DISTRICT and shall further require all punch list items to be corrected to the satisfaction of the SEWER DISTRICT and the WATER DISTRICT before final acceptance by the WATER DISTRICT. The SEWER DISTRICT agrees, upon satisfactory

completion of the Sewer Project work as determined by the SEWER DISTRICT to deliver to the WATER DISTRICT written notice of approving the Sewer Project work for final acceptance by the WATER DISTRICT. Such approval shall not constitute acceptance of any unauthorized or defective work or materials, nor be a waiver of any manufacturer's, suppliers' or contractors' warranties relating to the Sewer Project work.

9. **Delivery of Completed Sewer Project Work** The WATER DISTRICT agrees within thirty (30) days from the date of final acceptance by the WATER DISTRICT of the Project work to transfer ownership of the Sewer Project work to the SEWER DISTRICT by bill or sale and/or other appropriate documents. The WATER DISTRICT will assign and transfer to the SEWER DISTRICT any guarantees or warranties furnished by the Contractor, sub-contractors or equipment or material suppliers pursuant to the Project contract or as a normal trade practice in connection with the purchase of any equipment, materials or items used in construction of the Sewer Project work. The WATER DISTRICT shall submit as-built drawings to the SEWER DISTRICT in the form agreed upon by the Parties upon completion of the Project work for the SEWER DISTRICT'S review and approval.
10. **Maintenance Period** The WATER DISTRICT shall require the Contractor to warrant the Sewer Project work to be free from defects in workmanship and materials utilized in the Sewer Project work for a period of one (1) year from the date of final acceptance by the WATER DISTRICT of the Sewer Project work, provided the SEWER DISTRICT shall retain any rights, claims or demands the SEWER DISTRICT may have against the Contractor relating to the Sewer Project work under applicable statutes of limitations.
11. **Legal Relations** The Parties agree to indemnify, defend, and hold harmless the other Party, and its officers, agents, employees, and volunteers from any and all damages, costs or expenses in law or equity that may any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of, or which may be occasioned any willful or negligent act or omission of the respective Party arising out of the activities which are the subject of this Agreement.
 - 11.1. The WATER DISTRICT shall require the contractor constructing the Project to have the SEWER DISTRICT, its officers, agents and employees 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 WATER DISTRICT contractor building the Project required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation. The Contractor shall provide the WATER DISTRICT with either a certified copy of all policies with endorsements attached or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The WATER DISTRICT shall provide the SEWER DISTRICT with copies of all such policies and documents upon receipt of same by the WATER DISTRICT.
 - 11.2. The WATER DISTRICT shall require the contractor building the Project to indemnify, defend, and save harmless the SEWER DISTRICT and its officers, agents, or employees from any claim, damage, action, liability of proceeding brought or filed against the SEWER DISTRICT or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the Project. The Contractor shall also be required to waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to the SEWER DISTRICT solely for the purposes of the indemnification.

- 11.3. The WATER DISTRICT shall require the Contractor to be solely and completely responsible for safety and safety conditions at the Project site, including the safety of all persons and property during the performance of the Project work. The Contractor shall comply with all applicable federal, state and local statutes, codes, regulations, rules, orders and ordinances regarding safety. The SEWER DISTRICT shall have no responsibility as to safety and safety conditions at the job site.
12. **Resolution of Disputes and Governing Law** This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court located in Kent, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall pay all of its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law, provided, however, nothing in this paragraph shall be construed to limit the Parties' right to indemnification under Section 11 of this Agreement.
13. **Written Notice** All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of this Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
14. **Assignment** Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void.
15. **Modification** No waiver, alteration, or modification of any of the provisions for the Agreement shall be binding unless in writing and signed by a duly authorized representative of the Parties.
16. **Entire Agreement** The written provisions and terms of this Agreement, together with any attached Exhibits, shall supersede all prior verbal statements of any officer or other representative of either Party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. This document, including all Exhibits, is the entire agreement between the Parties. Should any language in any of the Exhibits to the Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.
17. **Recitals** The recitals set forth above are incorporated in full herein by this reference.

18. Effective Date This Agreement shall be effective as to all Parties on the last date signed below.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

MIDWAY SEWER DISTRICT

HIGHLINE WATER DISTRICT

By: _____
Marc Montieth

By: _____
Matt Everett

Title: General Manager

Title: General Manager

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

HIGHLINE WATER DISTRICT PROJECT

The scope of work for Highline Water District's Project is to replace existing water system improvements in the general area known as North Hill. Work will include but not limited to in the installation of approximately 10,800 LF of 8" and smaller DI mains, traffic control, temporary erosion and sedimentation control, water system improvements, hydrants, services, temporary road patching, surface restoration, and other work as necessary to build a new and complete water distribution system within the project limits.

Highline Water District shall be responsible for all direct and indirect costs and expenses associated with the water work and all other project work outside the construction limits of the Sewer Work, including but not limited to construction, administration, permitting, outside consulting, construction observation and any other incidental water work.

EXHIBIT B

SCOPE OF WORK

MIDWAY SEWER DISTRICT PROJECT

The scope of work for Midway Sewer District's Project is to install new sewer collection system along 1st Place S from S 208th St to S 210th St within the City of Des Moines. Work will include but not limited to in the installation of approximately 900 LF of 8" PVC sewer mains, traffic control, temporary erosion and sedimentation control, sewer system improvements, manholes, sewer stubs to the property line, select import material, temporary road patching, surface restoration, and other work as necessary to build a new and complete sewer collection system within the project limits.

Midway Sewer District shall be responsible for all direct and indirect costs and expenses associated with sewer work, including but not limited to construction, administration, permitting, outside consulting, testing, construction observation and any other incidental sewer work.

Midway Sewer District has provided drawings and specifications for the Sewer Project to Highline Water District for incorporation into the project. The Sewer Project will be a separate bid schedule in the Contract Documents.

EXHIBIT C

SCOPE OF WORK

SHARED ROAD RESTORATION WORK

The scope of work for shared road restoration work shall include repaving the existing road damaged by construction activities along the proposed sewer route on 1st PI S between S 208th St and S 210th St. Work will include but not limited to mobilization, traffic control, permanent HMA patching, and providing a 2-inch HMA overlay in accordance with the City of Des Moines ROW permit within the project limits. Temporary trench patching along 1st PI S shall be included in the parties' separate Bid Schedules.

The parties shall share equally all direct and indirect costs and expenses associated with the road restoration work within the Sewer Project limits, including but not limited to construction, administration, permitting, construction observation, outside consulting, and any other incidental work.



Midway Sewer District
 19-1 North Hill AC Water Main Replacement and Sewer Utility Improvements
 Engineer's Opinion of Probable Construction Cost (90% Design)
 Schedule C - Sewer Utility Improvements
 September 2019

EXHIBIT D

Bid Item No.	Item Description	Bid Unit	Estimated Quantity	Unit Cost	Total Cost
C-1	Mobilization (10% Maximum)	LS	1	\$39,000	\$39,000
C-2	Minor Change*	EST	1	\$10,000	\$10,000
C-3	Temporary Erosion and Sedimentation Control	LS	1	\$1,400	\$1,400
C-4	Trench Safety Systems for Sewer Main	LS	1	\$4,650	\$4,650
C-5	Temporary Traffic Control Devices	LS	1	\$500	\$500
C-6	Flaggers and Spotters	HR	54	\$50	\$2,700
C-7	Connection to Existing Sewer Manhole	EA	1	\$5,350	\$5,350
C-8	8-inch ASTM D3034 SDR 35 PVC Sewer Pipe by Open Cut	LF	930	\$160	\$148,800
C-9	48-inch Diameter Manhole with PREDL Liner	EA	5	\$6,630	\$33,150
C-10	8-inch x 6-inch PVC Tee	EA	15	\$350	\$5,250
C-11	6-inch ASTM D3034 SDR 35 PVC Side Sewer	LF	485	\$100	\$48,500
C-12	Survey for Sewer Main	LS	1	\$1,900	\$1,900
C-13	Final Saw Cut Existing Asphalt	LF	940	\$2	\$1,880
C-14	Crushed Surfacing Top Course (CSTC)	TN	2,460	\$40	\$98,417
C-15	HMA CL 1/2 Inch PG 64-22 Trench Patch	TN	90	\$140	\$12,600
C-16	Landscape Restoration	LS	1	\$2,500	\$2,500
C-17	Unsuitable Foundation Excavation Incl. Haul for Sewer Main*	SY	50	\$60	\$3,000
C-18	Resolution of Utility Conflicts	FA	1	\$5,000	\$5,000
*Provisional Allowance				Subtotal	\$424,597
				Sales Tax (10.0%)	\$42,460
				Construction Cost	\$467,057
				Construction Contingency (10.0%)	\$46,706
				Total Engineer's Opinion of Probable Construction Cost	\$514,000

Agenda Item No.: 5.1
Agenda Date: 01/15/20
Reviewed By: [Signature]

SUBJECT: Authorize Interlocal Agreement with the Midway Sewer District
HWD Project 19-1 2019 AC Water Main Replacement (North Hill)

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL					
<i>Expenditures?</i>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Budgeted?</i>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Amount:</i> \$ _____					

ATTACHMENTS:

1. Resolution 20-1-15A
2. Attachment-1 - Interlocal Agreement

COMMENTS:

The District and Midway agree that both Projects involve excavation of many of the same rights-of-way and that both entities would enjoy economic savings and provide greater convenience to the public if the Projects were constructed simultaneously

The District and Midway desire to establish a formal arrangement under which Midway will pay the District in consideration of the District incorporating the design of the Sewer Work into the design of the Project and constructing the Sewer Work in conjunction with the construction of HWD Project 19-1 2019 AC Water Main Replacement (North Hill).

The District and Midway desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking.

Staff recommends approval of this resolution.