



**AN INTERLOCAL AGREEMENT BETWEEN VALLEY VIEW SEWER DISTRICT  
AND  
THE CITY OF TUKWILA REGARDING UTILITY RELOCATION**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the Valley View Sewer District, a Washington municipal corporation (“District”), and the City of Tukwila, a Washington municipal corporation (“City”), (individually a “Party” and collectively the “Parties”).

WHEREAS, the City intends to construct storm drainage improvements within the right of way of East Marginal Way South as part of the City project titled “East Marginal Way Storm Pipe Replacement.”

WHEREAS, the District has a sewer force main located within the right of way of East Marginal Way South that conflicts with the planned alignment of the City project.

WHEREAS, the City requires that the District relocate existing utilities at District cost when planned City roadway infrastructure conflicts with District infrastructure.

WHEREAS, it is mutually beneficial to both Parties to have the utility relocation and project construction take place concurrently utilizing one contractor to reduce overall costs and traffic related impacts.

WHEREAS, the Parties desire to have the City serve as the lead agency for the project to provide final design, advertisement, award, construction, inspection, and contract administration for the project.

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

1. AUTHORITY

This Agreement is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.

2. PURPOSE

The Parties agree to engage in a joint project that will construct storm water drainage improvements and relocate utilities along East Marginal Way South as described generally in Exhibit A, attached hereto and made part hereof (“Project”).

*1st of 2 ORIGINALS*

### 3. DISTRICT RESPONSIBILITIES

- 3.1 The District shall provide the City engineered drawings, specifications, and any applicable construction standards for all work required by the District. The drawings shall show in detail the location, quantity, and size of each required component.
- 3.2 The District shall review the portion of the Project's final drawings and specifications for the District work and shall approve or reject those drawings and specifications within seven days of receipt.
- 3.3 The District shall provide the inspection services needed for overseeing the proper installation of the District's work. The District's inspector will coordinate with the City's inspector and the City inspector will give all direction to the Contractor.
- 3.4 The District will notify its customers of the Project, perform any sewer system shut downs necessary for the District work, and notify its customers of any scheduled sewer service interruptions related to the project.
- 3.5 The District shall pay any valid claims made by the Contractor relating to the District's work that are valid and proximately caused by the District, provided, the District at its sole expense shall have the right to defend any claims made by the Contractor relating to the District's work. Any such claims must comply with the definition and procedure regarding claims in the Project contract and must be verifiable or substantiated claims and be subject to binding arbitration.
- 3.6 The District shall pay any additional expenses incurred in installing the District's facilities due to any over excavation required or any other unforeseen conditions related to the District facility which reasonably require additional work and expense, including any additional trench width or depth attributable to errors in the District's design. Any changes to the District Work perceived as necessary by the Contractor and any required change orders must be approved in writing by the District in advance of such changes.
- 3.7 The District shall maintain continued coordination with the City regarding the performance of the District work. This coordination shall include but not be limited the following:
  - a. The District will attend the Project pre-construction meeting.
  - b. The City will provide the District a copy of the Contractor's proposed work schedule showing date, location, and extent of work to be performed. This schedule will be subject to change at any time.
  - c. The District will attend weekly construction meetings that involve work for the District.

### 4. CITY RESPONSIBILITIES

- 4.1 The City shall be the lead agency for the Project with regard to design, construction, SEPA review, permitting, inspection, contract administration, funding and all other matters pertinent to accomplishment of the Project.
- 4.2 With the assistance of KPG Inc. the City shall prepare, advertise, and award the contract bid documents, which shall contain four bidding schedules, two for the City improvements, one for the District's sewer relocation, and one for King County Water District No. 125's improvements. The basis for project award will

be the total lowest responsible bid for the sum of all four bid schedules. Prior to advertisement, the City shall obtain the District's review and approval of the bid documents. The bid documents, and the advertisement of them, shall comply with City's bid statutes, ordinances and resolutions.

- 4.3 The City shall be responsible for providing all traffic control associated with the construction of the Project.
- 4.4 The City shall require the Contractor to install and perform the District's work in accordance with the Project's final plans, and the District's standards, specifications, and inspector's written direction.
- 4.5 The City will provide written notification to the District at least five (5) days prior to beginning construction on District facilities to allow for District scheduling of the on-site inspector.
- 4.6 The City will schedule and attend weekly construction meetings with the City's Contractor, District, and other franchise utilities involved in the Project.
- 4.7 The City shall request the Contractor constructing the Project to have the District, its elected and appointed officers, agents and employees (collectively, the "District" for the purposes of this provision) named as an insured on all policies of insurance to be maintained by the Contractor under the terms of the Project contract, including the Contractor's Commercial General Liability Insurance, Commercial Automobile Insurance, and Umbrella coverage. The District shall be responsible to pay any additional cost incurred by the Contractor to name the District as an additional insured. If the District is included as an additional insured on such insurance, the Contractor shall provide the City with endorsement(s) to such insurance necessary to confirm the District is an additional insured on such policies/coverage. The City shall provide the District with copies of such endorsement(s) upon receipt of same by the City.

## 5. COMPENSATION

- 5.1 The District shall pay the City \$2,133.60 for design engineering costs plus actual contractor costs including tax for completed work, and/or services rendered under this Agreement according to the rate and method set forth on Exhibit B, attached hereto and incorporated herein by this reference. The total amount to be paid by the District to the City, including the design engineering costs referenced above, shall not exceed \$37,570.00 unless approved in writing by the District.
- 5.2 The City shall invoice the District following completion of the work and acceptance by the District. Payments are due within 30 days of the District's receipt of an invoice from the City, except for any disputed amounts.

5.3 Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.

## 6 INDEMNIFICATION

Each of the Parties shall defend, indemnify and hold the other Party, their officers, officials, employees and agents harmless from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from that other party's negligent acts or omissions in performing under this Agreement. No Party will be required to defend, indemnify or hold the other Party harmless if the claim, suit or action for injuries, death or damages is caused by the sole negligence of that Party. Where such claims, suits or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. Each Party agrees that its obligations under this subparagraph include, but are not limited to, any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this reason, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

## 7 AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the City or the District at the requesting Party's sole expense during the term of this Agreement and three (3) years after expiration or termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

## 8 JOINT BOARD/SEPARATE LEGAL ENTITY

It is not intended that a separate legal entity be established to conduct this cooperative undertaking. The City shall act as administrator of this Agreement.

## 9 FINANCE AND BUDGET

No special budget or funds are anticipated, nor shall any be created. The Parties are each responsible for their own finances in connection with this Agreement, and nothing in this Agreement shall be deemed or construed otherwise.

## 10 PROPERTY ACQUISITION, HOLDING, AND DISPOSAL

Following final payment by the District and final acceptance of the Project by the City, the sanitary sewer improvements listed under "SEWER FORCE MAIN REALIGNMENT ADDITIVE BID SCHEDULE C" as depicted on Exhibit A shall become the property of the District. Upon final acceptance of the Project, the City shall transfer and assign any rights it may have under the Project contract relating to the District work to the District, including any warranty and maintenance obligations by the

Contractor relating to the District work. The District's acceptance of the District work shall not constitute acceptance of any unauthorized or defective work or materials, nor a waiver of any manufacturer's, supplier's or contractor's warranties. The City shall also provide redline drawings of the District work to the District upon completion of the Project work, such redline drawings to be prepared at the District's expense. The District shall retain any rights, claims or demands the District may have against the Contractor relating to the District work under applicable statutes of limitation as a third party beneficiary under the City's contract with the Contractor.

11 DURATION; TERMINATION

This Agreement shall be effective immediately after execution by both parties, and shall remain in full force and effect until final acceptance of the Project and resolution of all issues relating to the Project.

12 APPLICABLE LAW; VENUE; ATTORNEYS FEES

This Agreement shall be subject to, and the Parties shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.

13 SEVERABILITY AND SURVIVAL

If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. ENTIRE AGREEMENT; MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and District and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

16. NOTICES

Notices to the City of Tukwila shall be sent to the following address:

Mike Ronda  
City of Tukwila

6300 Southcenter Boulevard  
Tukwila, WA 98188  
(206) 433-7194 (Phone)  
mike.ronda@tukwilawa.gov


Notices to the District shall be sent to the following address:

Dana Dick  
PO Box 69550  
Seattle, WA 98168  
(206) 242-3236 (Phone)  
dand@valvue.com

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date last written below.

VALLEY VIEW SEWER DISTRICT

CITY OF TUKWILA

  
By: Michael S. West  
President, Board of Commissioners  
Print Name, Title:

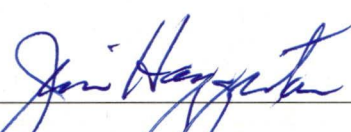
6/17/2014  
DATE

Approved as to Form:

\_\_\_\_\_  
DATE

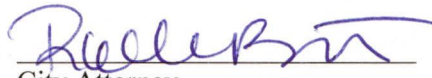
Attest/Authenticated:

\_\_\_\_\_  
City/County Clerk  
DATE

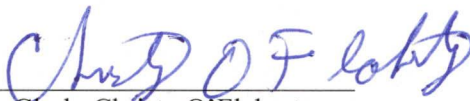
  
By: Jim Haggerton  
Mayor  
Print Name, Title:

7-2-14  
DATE

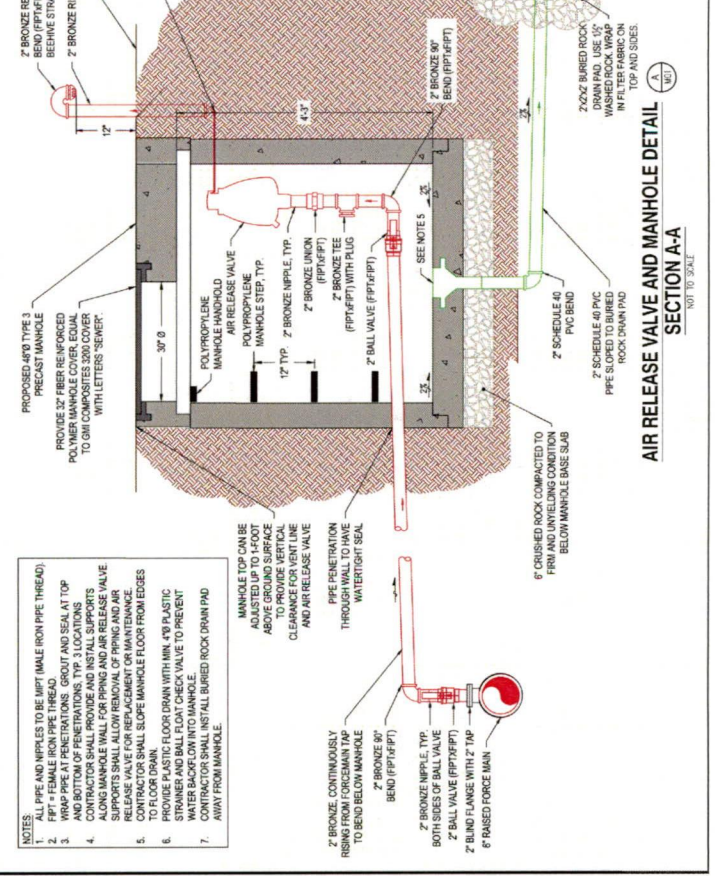
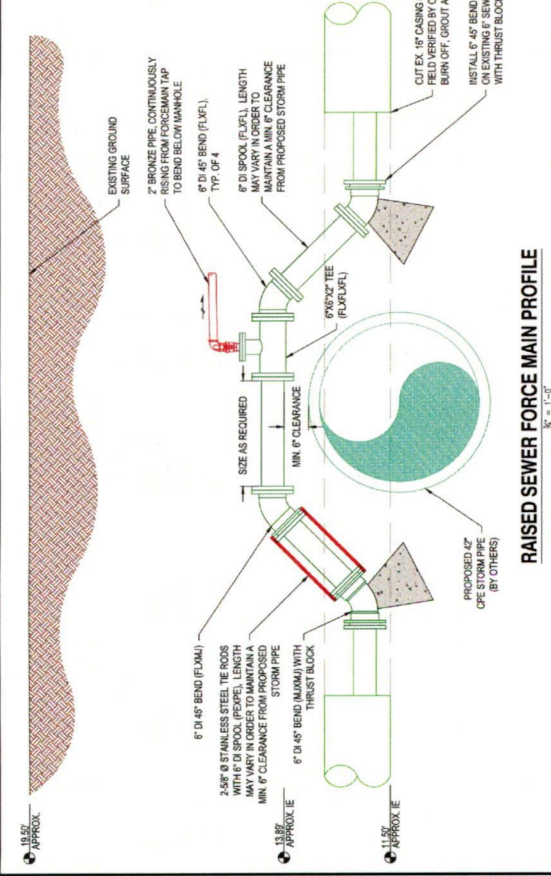
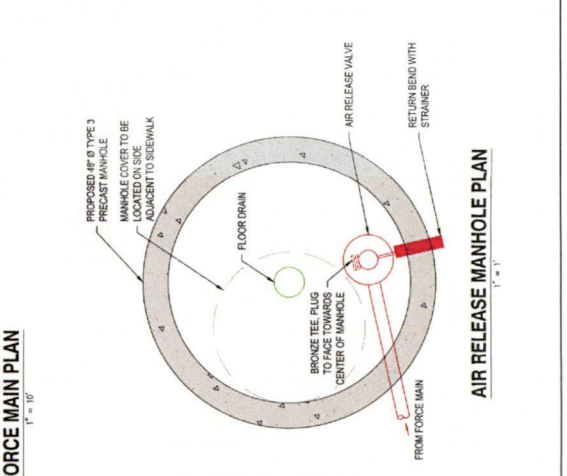
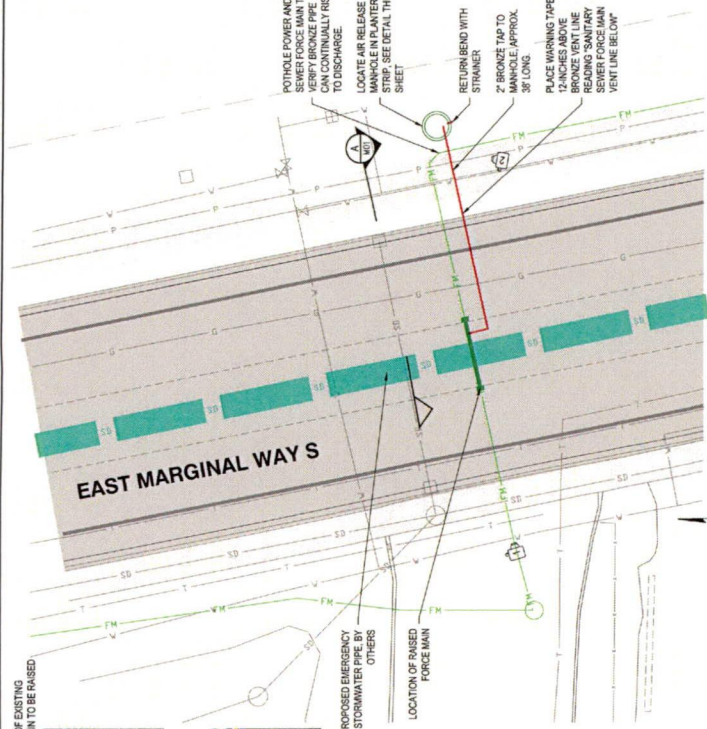
Approved as to Form:

  
City Attorney  
6/27/14  
DATE

Attest/Authenticated:

  
City Clerk, Christy O'Flaherty  
7-2-14  
DATE

NO.	DATE	DESCRIPTION
1	APR 25 2014	ISSUED FOR BIDDING
2	APR 25 2014	REVISED FOR ADDITIVE BID SCHEDULE C
3	APR 25 2014	REVISED FOR ADDITIVE BID SCHEDULE C
4	APR 25 2014	REVISED FOR ADDITIVE BID SCHEDULE C
5	APR 25 2014	REVISED FOR ADDITIVE BID SCHEDULE C
6	APR 25 2014	REVISED FOR ADDITIVE BID SCHEDULE C
7	APR 25 2014	REVISED FOR ADDITIVE BID SCHEDULE C
8	APR 25 2014	REVISED FOR ADDITIVE BID SCHEDULE C
9	APR 25 2014	REVISED FOR ADDITIVE BID SCHEDULE C
10	APR 25 2014	REVISED FOR ADDITIVE BID SCHEDULE C



- NOTES:**
1. ALL PIPE AND NIPPLES TO BE WPT (MALE IRON PIPE THREAD).
  2. WRAP PIPE AT PENETRATIONS, GROUT AND SEAL AT TOP AND BOTTOM OF PENETRATIONS. TYP. 3 LOCATIONS.
  3. CONTRACTOR SHALL PROVIDE AND INSTALL SUPPORTS ALONG MANHOLE WALL FOR PIPING AND AIR RELEASE VALVE.
  4. CONTRACTOR SHALL PROVIDE AND INSTALL AIR RELEASE VALVE FOR REPLACEMENT OR MAINTENANCE TO FLOOR DRAIN.
  5. CONTRACTOR SHALL SLOPE MANHOLE FLOOR FROM EDGES TO FLOOR DRAIN.
  6. PROVIDE PLASTIC FLOOR DRAIN WITH MIN. 4\"/>

- NOTES:**
- A. AIR RELEASE VALVE FOR SEWERS FORCE MAIN SHALL BE EQUAL TO A.R.I. MODEL S203. PROVIDE SUBMITTALS OF AIR RELEASE AND ISOLATION VALVES PRIOR TO ORDERING.
  - B. PROVIDE AIR VALVES BODY AND COVER FABRICATION CONNECTION.
  - C. PROVIDE AIR VALVE WITH 2\"/>

**AIR RELEASE MANHOLE PLAN**  
SCALE SHOWN

**RAISED SEWER FORCE MAIN PROFILE**  
SCALE SHOWN

**AIR RELEASE VALVE AND MANHOLE DETAIL**  
SCALE SHOWN

**EXHIBIT A**

**East Marginal Way S Storm Pipe Replacement - Project No. 91241206**

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. Refer to Division 10 for definition of pay items. **The Contractor shall collect from the Contracting Agency retail sales tax on the SCHEDULE C contract price per section 1-07.2(2) and WAC 458-20-170.**

EXHIBIT B

**SCHEDULE C - SANITARY SEWER RELOCATION**

Item No.	Item Description	Qty	Unit	Unit Price	Amount
C1	Minor Change for Sanitary Sewer Relocation	1	FA	\$ 10,000.00	\$ 10,000.00
C2	Mobilization	1	LS	\$ 2,500 <sup>00</sup>	\$ 2,500 <sup>00</sup>
C3	Pothole Existing Utilities	2	EA	\$ 710 <sup>00</sup>	\$ 1,420 <sup>00</sup>
C4	Shoring or Extra Excavation Class B	1,000	SF	\$ 0 <sup>50</sup>	\$ 500 <sup>00</sup>
C5	Sanitary Sewer Force Main Modifications, Complete	1	LS	\$ 15,000 <sup>00</sup>	\$ 15,000 <sup>00</sup>

Subtotal Schedule C.....\$ 29,426<sup>00</sup>

Schedule C Washington State Sales Tax at 9.5%.....\$ 2,794<sup>90</sup>

Total Schedule C .....\$ 32,214<sup>90</sup>

\* The Contractor shall collect from the Contracting Agency retail sales tax on the SCHEDULE C contract price per section 1-07.2(2) and WAC 458-20-170