

RESOLUTION R- 3828

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN AN INTERLOCAL AGREEMENT WITH THE ROSE HILL WATER DISTRICT OF KING COUNTY INCORPORATING DISTRICT WATERMAIN CONSTRUCTION INTO THE CITY'S NORTH ROSE HILL PARK RIGHT-OF-WAY IMPROVEMENTS.

WHEREAS, the Public Works Department has recommended that certain Rose Hill Water District ("District") watermain construction be installed in conjunction with the City's North Rose Hill Park Right-Of-Way Improvements (CST #0024); and

WHEREAS, the City Council has determined it is in the City's best interest to coordinate such installation with such City Right-Of-Way Improvements; and

WHEREAS, the City Council finds it desirable and in the City's best interest to enter into the attached Interlocal Agreement for such joint construction,

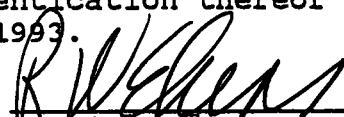
Now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized to sign on behalf of the City of Kirkland, that certain Interlocal Agreement between the City of Kirkland and the Rose Hill Water District of King County, as set forth in Exhibit A to this Resolution and by this reference incorporated herein.

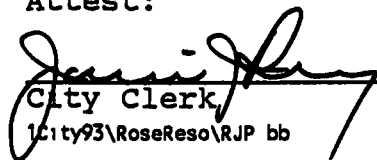
Passed by majority vote of the Kirkland City Council in regular, open meeting this 3rd day of August, 1993.

Signed in authentication thereof this 3rd day of August, 1993.



MAYOR Pro Tem

Attest:



City Clerk
1:City93\RoseReso\RJP bb

INTERLOCAL AGREEMENT
FOR INCORPORATION OF
ROSE HILL WATER DISTRICT
WATER MAIN CONSTRUCTION
INTO THE CITY OF KIRKLAND'S
NORTH ROSE HILL PARK
RIGHT-OF-WAY IMPROVEMENTS

The City of Kirkland (hereinafter the "City") and Rose Hill Water District (hereinafter the "District"), both municipal corporations, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) do hereby agree as follows:

1. Purpose.

The purpose of this agreement is to provide for the construction for or by the Rose Hill Water District of water mains and appurtenances in conjunction with the City of Kirkland's North Rose Hill Park Right-Of-Way Improvements (CST #0024) (hereinafter the "Improvement Project"). The parties have determined that it is in their mutual best interest to coordinate the installation of these new water mains and appurtenances in conjunction with the City's Improvement Project. The scope of improvements to be installed in accordance with this Agreement are limited to the following: an 8" diameter water main on NE 100th Street from 124th Avenue NE to 128th Avenue NE, approximately 1320 lineal feet; an 8" diameter water main on 126th Avenue NE from NE 100th Street to a tie-in point north of NE 100th Street, approximately 175 lineal feet; an 8" diameter water main on 128th Avenue NE from NE 100th Street to NE 99th Street, approximately 345 lineal feet; together with all appurtenances necessary for a completed project.

2. The Project.

The parties hereby agree that the District's water mains and appurtenances to be installed at the locations described above will be incorporated in the City's Improvement Project. The District's improvements will be installed in accordance with the design of Stack, Chambers and Porter, Inc., the District's engineer. The City's right-of-way improvements and the District's water mains and appurtenances are hereinafter referred to as "the Project."

3. The Construction Procedure.

A. City as Contracting Agency.

The City shall serve as the contracting agency for the parties and shall generally manage and oversee the construction of the District's water main improvements in conjunction with the Project.

B. Contractor Selection.

The City shall call for bids for the construction of the Project and shall provide the District with copies of all bids it receives. The City shall select the lowest responsible bid for the work. The City shall then enter into a contract in its name only with the successful contractor to construct the Project. The City shall administer such construction contract.

C. Change Orders.

The City may approve changes in those parts of the construction contract(s) providing for installation of the water mains and appurtenances, provided that if any change order would cause that portion of the contract price attributable to such installation to increase by more than \$1,000.00 or cumulatively more than two percent (2%) of the original contract amount attributable to the water main construction, the District's prior consent to the change orders shall be obtained, which consent shall not be unreasonably withheld. The City shall provide the District with copies of all change orders associated with watermain construction regardless of the dollar amount of the change order.

D. Payment Procedure.

The City shall provide the District with monthly progress billings for that portion of the Project attributable to construction of the District's water main improvements. The District shall pay the City for the cost of constructing the described water mains and appurtenances, along with appropriate connections on intersected side streets, within thirty days of receipt of each billing.

E. Payments to Contractor.

The City and District will meet periodically to review and agree upon disbursements to Project contractors.

F. Final Acceptance.

That portion of the contractor's work consisting of the District's water main improvements shall not be given final acceptance until it is approved in writing by both parties. Approval for final acceptance shall not be unreasonably withheld by either party.

G. Staff Time, Costs and Incidental Expenses.

At all times material hereto, the parties shall separately bear their own staff time, engineering costs, claims costs, and incidental expenses.

H. Separate Bid Items. The City will endeavor to segregate the water main improvements as separate bid items in the construction contract.

I. District Inspections. The City will allow the District to inspect the water main improvements before they are covered. To accomplish this, the City will provide the District with copies of the contractor's project schedules and any revisions thereto.

4. Indemnification and Insurance.

A. The City shall require contractors building the Project to have the Rose Hill Water 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. Contractors building the Project shall be required to maintain Builder's Risk Insurance and Public Liability Insurance.

B. The City shall require contractors 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.

5. Notices and Other Communications.

All notices and other formal communications to be delivered under this Agreement shall be mailed or delivered to the following:

City of Kirkland
Jim Arndt
Public Works Director
or his designee
123 Fifth Avenue
Kirkland, Washington 98033

Rose Hill Water District
Bill Skahan, Manager
of his designee
13013 NE 65th Street
PO Box 539
Kirkland, WA 98083

provided, however, the parties may change their respective designation of representatives by written notification to one another.

The date of this Agreement is July _____, 1993.

Execution of this Agreement by the undersigned representatives of each party has been authorized by Resolution No. _____ of the City of Kirkland and Resolution No. _____ of the Board of Commissioners of the Rose Hill Water District.

CITY OF KIRKLAND

ROSE HILL WATER DISTRICT

By _____
City Manager

By _____
President of the Board
of Commissioners

By _____
Secretary of the Board
of Commissioners

Approved as to form:

Approved as to form.

City Attorney

Attorney for the District
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