

RESOLUTION R- 4162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND DECLARING THE INTENT OF THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE NORTSHORE UTILITY DISTRICT FOR INCORPORATION OF WATER MAIN CONSTRUCTION INTO THE CITY'S JUANITA CREEK/ NE 120TH PLACE CULVERT REPLACEMENT PROJECT.

WHEREAS, the City of Kirkland and the Northshore Utility District desire to reach an agreement for the construction of watermain and appurtenances as depicted in the construction plan drawings of the Juanita Creek/NE 120<sup>th</sup> Place Culvert Replacement Project; and

WHEREAS, the City of Kirkland is authorized by Chapter 39.34 to enter into interlocal agreements with other governmental entities; and

WHEREAS, the parties agree that it is in their mutual best interest coordinate installation of these new water mains and appurtenances in conjunction with the Juanita Creek/NE120th Place Culvert Replacement Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

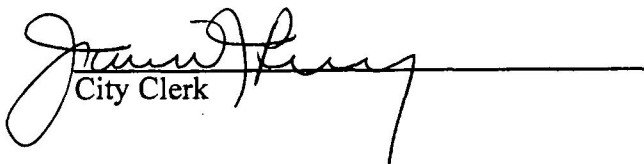
Section 1. The City Manager is hereby authorized to execute an Interlocal Agreement with the Northshore Utility District, pursuant to Chapter 39.34 RCW, on behalf of the City in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

PASSED by majority vote of the Kirkland City Council in regular, open meeting this 15th day of December, 1998.

SIGNED IN AUTHENTICATION thereof this 15th day of December, 1998.

  
Mayor

Attest:

  
City Clerk



## EXHIBIT A INTERLOCAL AGREEMENT

### FOR INCORPORATION OF NORTSHORE UTILITY DISTRICT WATER MAIN RELOCATION IN THE CITY OF KIRKLAND'S JUANITA CREEK/NE 120TH PLACE CULVERT REPLACEMENT PROJECT

The City of Kirkland (hereinafter the "City") and Northshore Utility 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 relocation of Northshore Utility District water main and appurtenances in NE 120th Place as it crosses Juanita Creek, as identified on the City of Kirkland approved construction plan drawings, officially entitled Juanita Creek and NE 120th Place Culvert Replacement (CSD-0018) (hereinafter the "Improvement Project"). The parties have determined that it is in their mutual best interest to coordinate the relocation of this water main and appurtenances in conjunction with the City's Improvement Project.

#### 2. THE PROJECT

The parties hereby agree that the District's water main relocation as described above will be incorporated in the City's Improvement Project. The District's water line relocation will be installed in accordance with the design of the District. The City's culvert replacement project and the District's water main relocation 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 relocation in conjunction with the Project. The District will be responsible for direct inspection and purification testing, as related specifically to the water line construction only. Compaction requirements of the District will be incorporated with those of the City. Compaction testing will be provided for by the City.

##### 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 Project. If, in the lowest responsible bid, the total dollar amount bid for the water schedule exceeds \$25,000 (exclusive of tax), the District shall have, at its option, ten (10) calendar days from the date of bid opening to notify the City in writing that it is electing to withdraw that portion of the work from the overall project scope. In its exercise of this 10-day option, the District will notify the City in writing that it intends to relocate the water main using its own labor force; provided, however, that such District work must occur in conjunction with the City's installation of the culvert. Unless the District has opted to withdraw as permitted above, the City shall enter into a contract in the City's name only with the successful contractor to construct both the culvert and water schedules of the Project. The City shall administer such construction contract. The District shall assist the City in the

administration of the contract by agreeing to review and return, with comments, all water-related contractor submittals for the Project within seven (7) days of the date of receipt by the District.

c. Change Orders

The City may approve changes in those parts of the construction contract providing for installation of the water main 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. In the event that consent is unreasonably withheld, the District will be held responsible for all liability incurred by the City resulting by such withholding of consent. The City shall provide the District with copies of all change orders associated with water main 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. The District shall pay the City for the cost of relocating the water main, within thirty (30) 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 relocation shall not be given final acceptance until it is approved in writing by the City and the District. Approval for final acceptance shall not be unreasonably withheld by either party hereto.

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 Schedules

The City will segregate the water main relocation as a separate bid schedule 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 Contractor building the Project to have the Northshore Utility 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. The Contractor building the Project shall be required to maintain Builder's Risk Insurance and Public Liability Insurance.
- b. The City shall require 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 require Contractor building the Project to be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. Contractor shall comply with all applicable City, County, and State regulations, ordinances, orders, and codes regarding safety. The contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act, WISHA, RCW 49.17.

## 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

Northshore Utility District  
 Ron Gehrke, Manager  
 or his designee  
 P.O. Box 489  
 Kenmore, Washington 98028

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

- 6. This Agreement may be signed in counterparts, and, if so signed, shall be deemed one integrated document.

The date of this Agreement is \_\_\_\_\_, 199\_\_.

Execution of this Agreement by the undersigned representatives of each party has been authorized by Resolution No. 4162 of the City of Kirkland and Resolution No. \_\_\_\_\_ of the Board of Commissioners of the Northshore Utility District.

CITY OF KIRKLAND

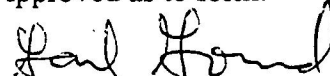
NORTHSHORE UTILITY DISTRICT

\_\_\_\_\_  
 City Manager

\_\_\_\_\_  
 President of the Board of Commissioners

\_\_\_\_\_  
 Secretary of the Board of Commissioners

Approved as to form:



\_\_\_\_\_  
 City Attorney

Approved as to form:

\_\_\_\_\_  
 Utility District Attorney