

**CITY OF SEATAC  
DISTRIBUTION SCHEDULE**

<b>Agreement #:</b> 19-A077	Interlocal Agreement between the City of SeaTac and King County Water District No. 125 for Construction of Water Line and Pavement Restoration on Military Road South and South 152 <sup>nd</sup> Street – ST-125
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**Term:** 4/27/2019- ONGOING

**Reference to:** AB 5162      **Approved:** 3/26/2019

**Department/Contact:** Public Works

	No.	Reference to:	Date approved:	Changes to Agreement per amendment:
<b>Amendments:</b>				

**Comments:** \$466,537.50 + 10% fee; Anticipated duration of this project is 220 working days

**Retain this record until after:** 2030

**Date Reviewed by Records Manager:** 6/5/19 [Signature]

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC AND KING COUNTY  
WATER DISTRICT NO. 125 FOR CONSTRUCTION OF WATER LINE AND PAVEMENT  
RESTORATION ON MILITARY ROAD SOUTH AND SOUTH 152<sup>ND</sup> STREET**

THIS AGREEMENT ("Agreement") is entered into between the **City of SeaTac**, a Washington Municipal Corporation, located and doing business at 4800 South 188th Street, SeaTac, Washington 98188 ("CITY") and **King County Water District No. 125**, a Washington Municipal Corporation, located and doing business at 3460 South 148th Street, Suite 110, Tukwila, Washington 98168 ("DISTRICT"); (individually a "Party" and collectively the "Parties").

**RECITALS**

- A. The CITY is constructing roadway improvements to Military Road S. between S. 150th Street and S. 152nd Street and on S. 152<sup>nd</sup> Street between Military Road S. and International Boulevard within the City of SeaTac, Washington ("PROJECT").
- B. The DISTRICT requires the construction of water distribution facilities ("DISTRICT WORK") as shown in **Exhibit B** as part of the PROJECT. The DISTRICT WORK also includes permanent pavement restoration after the construction of water distribution facilities are complete.
- C. The CITY will include the construction of the DISTRICT WORK as part of the PROJECT conditioned on the DISTRICT reimbursing the CITY for 100% of the DISTRICT WORK's construction costs.
- D. The CITY will provide construction management, testing, and inspection for construction of the DISTRICT WORK, and the DISTRICT will pay the CITY ten percent (10%) of the DISTRICT WORK's construction costs for these services.
- E. The Parties can achieve cost savings and benefits in the public's interest by combining construction of the PROJECT and DISTRICT WORK.
- F. The Parties are authorized by Chapter 39.34 RCW to undertake joint and cooperative actions, including the subject of this Agreement.

**AGREEMENT**

**Section 1. General:** The CITY, as agent acting for and on behalf of the DISTRICT, agrees to perform the DISTRICT WORK, in accordance with and as described in the Scope of Work marked **Exhibit A** and Plans and Specifications marked **Exhibit B** attached hereto ("DISTRICT PLANS"), which by this reference are made part of this Agreement.

**Section 2. Construction Plans:** Plans, specifications and cost estimates ("DISTRICT PLANS") for the DISTRICT WORK was prepared by the DISTRICT and provided to the CITY for incorporation into the CITY'S bid documents for the PROJECT. The DISTRICT also hereby

approves the Scope of the DISTRICT WORK as described in **Exhibit A** attached hereto and incorporated herein by this reference. The DISTRICT hereby indemnifies and holds the CITY, and its officers, officials, and employees, harmless for any claims, design flaws, or defects related to the design and creation of the DISTRICT PLANS.

**Section 3. Bidding and Construction:** The CITY is hereby designated as the DISTRICT's construction agent for the PROJECT and the DISTRICT WORK. The CITY will incorporate the DISTRICT PLANS into the PROJECT as a separate additive schedule for the PROJECT contract in such a manner to allow, to the greatest extent possible, identification of cost allocations between the respective work for the Parties. The CITY shall thereafter advertise the PROJECT for competitive bid. Following the CITY'S opening of bids for the PROJECT, the CITY shall furnish the DISTRICT with a copy of the lowest responsible bid, including a bid schedule for the DISTRICT WORK ("BID SCHEDULE") and the identity of the contractor and any subcontractors for the DISTRICT WORK for the DISTRICT's approval. DISTRICT shall review the bid documents and notify the CITY in writing within five (5) business days of the receipt of the bid documents whether the DISTRICT approves or rejects the bid for the DISTRICT WORK. The DISTRICT shall have the right to reject the bid for the DISTRICT WORK if the bid exceeds the Engineer's Estimate for the DISTRICT WORK as shown on Exhibit B attached hereto and incorporated herein by this reference ("Cost of Work" or "Engineer's Estimate") by twenty five (25) percent. The CITY shall not proceed with the DISTRICT WORK if the CITY has received written notification from the DISTRICT that the DISTRICT rejects the bid for the DISTRICT WORK. However, if the DISTRICT rejects the bid for the DISTRICT WORK, the DISTRICT may elect to not to proceed with the DISTRICT WORK, or may elect to have its own contractor perform the DISTRICT WORK deemed necessary by the DISTRICT. If the DISTRICT elects to proceed with the DISTRICT WORK, DISTRICT shall require its contractor to coordinate all DISTRICT WORK within the PROJECT work area with the CITY contractor and with any contractors or work crews from other utilities and to not unreasonably interfere with or delay the CITY's contractor or the work of other utilities.

Once the PROJECT contract is awarded, the CITY will administer and manage the contract. As construction agent, the CITY will perform all engineering, survey and field inspections and shall make all payments to the contractor. The CITY will keep the DISTRICT advised as to the progress of the PROJECT. The CITY, as construction agent, shall have final judgment, after consulting with the DISTRICT, with regards to decisions related to the work of the Contractor, subject to the provisions of Sections 6 and 8 herein.

**Section 4. Authority to Construct:** Subject to the provisions in Section 3 herein, the DISTRICT hereby authorizes the CITY to proceed with construction in accordance with **Exhibits A and B** for the purposes intended by this Agreement, and as further described in Section 8 herein.

**Section 5. Inspection by District:** The DISTRICT may furnish an inspector on the PROJECT. Any costs for such inspection will be borne solely by the DISTRICT. All contact and communication between the DISTRICT's inspector and the CITY's contractor shall be through the CITY's representatives.

**Section 6. Acceptance:** Before final acceptance by the CITY, the CITY shall conduct a

field review of the DISTRICT WORK with representatives of the DISTRICT and shall further require all punch-list items to be corrected to the satisfaction of the DISTRICT and the CITY. The DISTRICT agrees, upon satisfactory completion of the DISTRICT WORK as determined by the DISTRICT, to deliver a Letter of Acceptance of the DISTRICT WORK to the CITY. The DISTRICT's acceptance of the DISTRICT WORK shall not constitute acceptance of any unauthorized or defective work or materials, nor be a waiver of any manufacturer's, supplier's or contractors' warranties. Final acceptance of the PROJECT shall be by the CITY after inspection by all agencies involved.

**Section 7. Payment:** The DISTRICT shall pay the CITY for the actual direct construction costs of the DISTRICT WORK specified in **Exhibits A and B**. The CITY will deliver invoices to the DISTRICT for actual direct construction costs of DISTRICT WORK that has been completed by the contractor, and will also include the additional ten percent (10%) payment for construction management as referenced in Recital D herein. Payment of invoices for the DISTRICT WORK shall be made by the DISTRICT within thirty (30) calendar days, except for any disputed amounts.

**Section 8. Extra Work:** If unforeseen causes increase the DISTRICT's cost obligation by twenty-five percent (25%) or more from the costs listed in the BID SCHEDULE, this Agreement shall be modified and amended by supplemental agreement between the Parties covering the increased cost for the DISTRICT WORK. In the event it is determined that any "substantial change" from the description of the DISTRICT WORK contained in the Agreement is required, the CITY shall obtain written approval from the DISTRICT before undertaking such additional or changed work. "Substantial change" is defined as any changes requiring an increase in the DISTRICT's financial obligation greater than twenty-five percent (25%) of the costs identified in the BID SCHEDULE. The CITY shall provide prior written notice for all changes to the DISTRICT WORK regardless of the financial obligation.

**Section 9. Emergency Repairs:** Prior to CITY acceptance of the PROJECT, if there is a need for emergency repair and the CITY's contractor is unable to perform such repair in a timely manner, the DISTRICT shall have the right to enter upon the CITY's right-of-way and complete the emergency repair. Emergency repairs are defined as work performed by CITY or DISTRICT forces to stabilize, remove immediate hazards or dangers by cutting and capping water mains, and restoring immediate utility services to customers in the area. Upon completion of any emergency repairs by the CITY or the DISTRICT, the Parties shall cooperatively determine each Party's financial responsibility for such repairs.

**Section 10. Ownership of Completed Lines:** The CITY agrees that the waterline and appurtenances installed as part of the DISTRICT WORK become the property of the DISTRICT on the date the CITY receives full and final payment for the DISTRICT WORK. The CITY will forward to the DISTRICT any guarantee or warranty furnished as a normal trade practice in connection with the purchase of any equipment, materials, or items used in the construction of the PROJECT. The CITY shall submit redline drawings to the DISTRICT upon completion of the PROJECT for DISTRICT review and approval. The CITY's shall require its Contractor to warrant the workmanship and materials utilized in the DISTRICT WORK to be free of defects for a period of one (1) year from the date of transfer and assign all of its rights under the PROJECT contract with respect to the DISTRICT WORK to the DISTRICT; provided the DISTRICT shall retain any rights, claims or demands the DISTRICT may have against the CITY's contractor relating to the City of SeaTac/King County Water District No. 125 Interlocal Agreement  
Military Road South and South 152<sup>nd</sup> Street Project, Page 3

DISTRICT's work under applicable statutes of limitation.

**Section 11. Legal Relations:** The CITY and the DISTRICT agree to defend, save, keep, and hold harmless the other, 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 by any willful or negligent act or omission of the municipal entity arising out of the activities which are the subject of this Agreement.

The CITY shall require the contractor constructing the PROJECT to have the DISTRICT, its elected and appointed officers, agents and employees named as an 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. The Contractor shall provide the CITY with a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The CITY shall provide the DISTRICT with copies of all such policies and documents upon receipt of same by the CITY.

The CITY shall require the contractor building the PROJECT to indemnify, defend, and save harmless the DISTRICT and its elected and appointed officers, agents, or employees from any claim, damage, action, liability of proceeding brought or filed against the 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 DISTRICT solely for the purposes of the indemnification.

The CITY shall also require the contractor to be solely and completely responsible for safety and safety conditions on the PROJECT job site, including the safety of all persons and property during the performance of the PROJECT work. The contractor shall provide safe access for the DISTRICT and its inspector(s) to inspect the quality and the performance of the DISTRICT WORK.

**Section 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 own 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 City's or District's right to indemnification under Section 11 of this Agreement.

**Section 13. Written Notice:** Any notice under this Agreement will be in writing and shall be delivered by mail or hand delivery (copies may be emailed) to the parties as specified below:

**If to the DISTRICT:** King County Water District No. 125

Attn.: Shane Young, General Manager  
3460 S. 148th Street, Suite 110  
Tukwila, WA 98168  
Email: shaneyoung@waterdistrict125.com

If to the CITY:

City of SeaTac  
4800 South 188th Street  
SeaTac, WA 98188  
Attn: Florendo Cabudol  
Email: fcabudol@seatacwa.gov

Either party may change the above addresses to which notices are sent by giving written notice of such change to the other party.

**Section 14. Assignment:** Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void.

**Section 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 CITY and the DISTRICT.

**Section 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.

**Section 17. Effective Date:** This Agreement shall be effective as to all Parties on the last date signed below ("Effective Date").

**Section 18. Recitals Incorporated by Reference:** The Recitals set forth above are hereby incorporated in full in this Agreement by this reference.


**IN WITNESS WHEREOF, this Agreement** is executed by the Parties by their authorized officers indicated below.

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF SEATAC

KING COUNTY WATER DISTRICT NO. 125

  
\_\_\_\_\_  
Carl C. Cole  
City Manager

  
\_\_\_\_\_  
Shane Young  
General Manager

Date: 04/27/2019

Date: 4/23/19

Approved as to form:

Approved as to form:

  
\_\_\_\_\_  
City of SeaTac Legal Department

\_\_\_\_\_  
Name: \_\_\_\_\_  
KING COUNTY Water District No. 125 Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

**CITY PROJECT**

The scope of the CITY's PROJECT is to construct a new traffic signal, new sidewalk, curb and gutter, bike lanes, street and pedestrian lighting, undergrounding overhead utilities, and installing stormwater infrastructure along Military Road South and South 152<sup>nd</sup> Street between South 150<sup>th</sup> Street, South 152<sup>nd</sup> Street, and International Boulevard.

**DISTRICT WORK**

The scope of the DISTRICT WORK includes the installation of approximately 420 linear feet of 12-inch diameter ductile iron water main, including fittings, valves, hydrants, services and other water system appurtenances. The scope also includes relocation of water services, hydrants, and providing temporary pavement restoration. The CITY will bear all costs associated with abandonment and/or removal of the existing cast iron water main to accommodate the new storm drainage system as necessary.

**CONSTRUCTION WORK SCHEDULE**

The estimated start date for construction of the PROJECT, including DISTRICT WORK, and PAVEMENT RESTORATION, is TBD. The anticipated duration is 220 working days.



**EXHIBIT B**

**The Plans, Specifications, and Engineer's Estimate that were submitted to the City by the District ("Bid Set"), and incorporated in the City's bid documents, are hereby incorporated by reference as if fully set forth in this Exhibit B.**