

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute an Interlocal Agreement with Seattle Public Utilities for Utility Casting Adjustment on the Meridian Avenue N, between N 190 th Street to N 205 th Street Overlay Project
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

During June 2017 and July 2017, the City constructed an asphalt overlay and other improvements on Meridian Avenue N, between N 190th Street and N 205th Street. As part of the overlay work a number of manhole, water valve, and other utility cover castings were adjusted vertically to match the new street grade.

All third-party utility owners except Seattle Public Utilities (SPU) elected to adjust their own manhole and other castings using their own staff and equipment. SPU elected to instead pay the City to have the City's construction contractor perform this work. The work is now complete and SPU has requested that the City execute an interlocal agreement covering the reimbursement.

RESOURCE/FINANCIAL IMPACT:

Under the provisions of the interlocal agreement, SPU agrees to reimburse the City a maximum of \$12,035 for casting adjustment work, based on the unit prices bid for the work by the City's contractor and the actual quantities of work completed. The financial impact will be reimbursement to the City of the actual cost of the work performed, up to a maximum of \$12,035.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute an interlocal agreement with Seattle Public Utilities for casting adjustment in an amount not to exceed \$12,035 to be paid by Seattle Public Utilities to the City of Shoreline.

Approved By: City Manager **DT** City Attorney **JA-T**

INTRODUCTION

On the Meridian Avenue N, between 190th to 205th Overlay Project, done in June-July 2017m Seattle Public Utilities elected to reimburse the City for adjusting SPU's utility castings to final pavement grade and is requesting that the City execute an interlocal agreement covering the performance of the work and SPU's obligation to reimburse the City.

BACKGROUND

A necessary step in completing street pavement construction is adjusting utility castings (manhole covers, water valves, survey monument covers, etc.) to match the final grade of the new pavement. During City capital projects that construct pavement, the City requests that third-party utilities such as Ronald Wastewater, North City Water, Seattle City Light, and Seattle Public Utilities either self-perform this work or reimburse the City the cost of having its construction contractor perform the work.

For the subject project, SPU elected to reimburse the City for the cost of the casting adjustment work and is requesting that the City execute an interlocal agreement that specifies the unit costs and total, maximum amount to be reimbursed.

RESOURCE/FINANCIAL IMPACT

Under the provisions of the interlocal agreement, Seattle agrees to reimburse the City a maximum of \$12,035 for casting adjustment work, based on the unit prices bid for the work by the City's contractor and the actual quantities of work reported. The financial impact will be reimbursement to the City of the actual cost of the work performed, to a maximum of \$12,035.

The alternative is to not enter into an agreement with SPU in which case they would not reimburse the City for the work and the costs would be absorbed in the project budget.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute an interlocal agreement with Seattle Public Utilities for reimbursement of casting adjustment in an amount not to exceed \$12,035 to be paid by Seattle Public Utilities to the City of Shoreline.

ATTACHMENT

Attachment A: Memorandum of Agreement 17-053-A, Between City of Shoreline and SPU for Utility Casting Adjustment

**MEMORANDUM OF AGREEMENT NO. 17-053-A
BETWEEN
THE CITY OF SEATTLE
AND
THE CITY OF SHORELINE
FOR
MERIDIAN AVE N CASTING ADJUSTMENTS**

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is made by and between the City of Seattle (“City”), a municipal corporation of the State of Washington, acting through its Seattle Public Utilities Department (“SPU”), and the City of Shoreline, (“Shoreline”).

1. PERIOD OF PERFORMANCE.

The period of performance of this Agreement is May 8, 2017 and shall end on October 31, 2017, unless amended by written agreement or terminated earlier pursuant to the provisions hereof.

2. PURPOSE.

SPU operates and maintains water mains and appurtenances in the City of Shoreline under a franchise agreement (adopted by Ordinance 606 on June 20, 2011). When Shoreline performs street paving projects SPU will adjust the related utility castings (valve boxes, maintenance hole ring & covers).

For the City of Shoreline Meridian Ave N paving project, SPU agrees to reimburse City of Shoreline to adjust SPU’s utility castings using their contractor, SRV Construction, under Contract Number 8420.

3. SCOPE OF SERVICES.

City of Shoreline shall adjust SPU’s Water castings before and after asphalt paving of Meridian Avenue N.

Adjustment of 9 water manhole castings and covers (Bid Item: “Adjust Manhole” at \$715 each, and 10 water valve boxes and covers (Bid Item: “Adjust Water Valve Box” at \$560 each). The adjustment of SPU utilities were completed in June 2017.

Digital Materials: Shoreline shall provide digital materials, including reports, data, maps, graphs and photos that are compatible with current Seattle Public Utilities file and data formats. All digital materials become the property of the City of Seattle.

4. BILLING AND PAYMENT.

Total compensation under this Agreement shall not exceed **Twelve Thousand Thirty-Five Dollars (\$12,035)** herein after referred to as the “Agreement Amount,” unless modified by a written amendment to this Agreement. The parties agree that the hourly rate includes all direct, indirect, and fixed fees for the project.

Shoreline may submit invoices to SPU as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by SPU to City of Shoreline upon SPU's receipt of a properly prepared invoice containing the information listed below.

Invoices shall be submitted to:
Seattle Public Utilities Accounts Payable Department PO Box 34018 Seattle WA 98124-4018
Invoices shall clearly display the following information:
<ul style="list-style-type: none"> • sub-contractor invoices shall also include this information <ol style="list-style-type: none"> a. Invoice Date and Invoice Number b. SPU Project Manager Name: Jon Ford (Please do not put PM's name in the address portion of the invoice) c. SPU Agreement No. 17-053-A d. Agreement Title: Meridian Ave N Casting Adjustments e. Period covered by the invoice f. Such information as is necessary for SPU to determine the exact nature of all expenditures g. Sum of the Agreement and cumulative costs for the Agreement to date h. Attach copies of sub-contractor invoices i. Attach copies of direct expenses logs and receipts

5. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

All official notices under this Agreement shall be delivered to the following addresses (or such other addresses as either party may designate in writing):

SPU:	Shoreline:
Jon Ford, Project Manager Seattle Public Utilities PO Box 34018 Seattle WA 98124-4018	Eduardo Aban, PE, Project Manager City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133

6. INDEMNIFICATION.

Shoreline shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- the sole negligence or willful misconduct of Shoreline, its officers, employees, agents or subcontractors;

- the concurrent negligence of Shoreline, its officers, employees, agents or subcontractors but only to the extent of the negligence of Shoreline, its officers, employees, agents or subcontractors;
- the negligent performance or non-performance of the agreement by Shoreline; or
- the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

Shoreline waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents or employees.

7. NO THIRD-PARTY BENEFICIARIES.

This Agreement is entered into solely for the mutual benefit of the parties hereto. This Agreement is not entered into with the intent that it shall benefit either party's agents, assigns, consultants or contractors, and no such other person or entity shall be a third-party beneficiary of this Agreement.

8. COMPLIANCE WITH LAW.

The parties to this Agreement shall comply with all Federal, State, and local laws and ordinances.

14. TERMINATION.

Neither Party may terminate this Agreement without the concurrence of the other Party. Notice of intent to terminate shall be given by the party terminating this Agreement to the other, not fewer than five (10) business days prior to the effective date of termination. If this Agreement is terminated prior to the fulfillment of terms stated herein, SPU shall reimburse Shoreline for actual costs incurred up to the date of termination, as well as the costs of non-cancelable obligations.

15. SEVERABILITY.

If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

16. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The jurisdiction and venue of any action brought hereunder shall be in the Superior Court of King County.

9. NO JOINT UNDERTAKING.

Nothing in this Agreement shall be construed to make or render the parties hereto partners, joint ventures or participants in any joint undertaking whatsoever.

