

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute an Interlocal Agreement with Seattle Public Utilities (SPU) for the Design of SPU Water and Wastewater systems in the 145 th Corridor 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:

The City is currently in the design phase of the 145th Corridor Project. The 145th Corridor is a roadway managed by multiple jurisdictions, including the City of Seattle, Washington State Department of Transportation (WSDOT), and King County. Seattle Public Utilities (SPU) manages a sanitary water system and a wastewater system within the 145th Corridor. During 60% design of the 145th Corridor Project, SPU approached the City of Shoreline with improvements to the SPU water and wastewater systems. SPU requested these improvements be included in the 145th Corridor Project to reduce impacts to the travelling public and reduce the overall cost of improvements.

Staff is seeking Council authorization for the City Manager to execute a proposed Interlocal Agreement with SPU for the design of SPU water and wastewater systems in the 145th Corridor Project. This proposed agreement with SPU would become effective upon execution and terminate December 31, 2030.

RESOURCE/FINANCIAL IMPACT:

All costs incurred by the City of Shoreline related to this agreement will be paid in full by SPU.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Interlocal Agreement with Seattle Public Utilities for the design of SPU water and wastewater systems in the 145th Corridor.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

In May 2021, the City completed the 60% design milestone for the 145th Corridor Project. After reviewing the 60% contract documents, SPU requested discussions with the City of Shoreline related to including improvements to their existing utility systems. These improvements were requested to be included in the 145th Corridor Project to limit the impacts to the travelling public and reduce the amount of roadway cuts to the new pavement the 145th Corridor Project will construct.

DISCUSSION

The proposed Interlocal Agreement with SPU (Attachment A) establishes that the City of Shoreline will supplement its contract with the Design Consultant (Jacobs) for the 145th Corridor Phase 1 Project 1 to include the design of requested water, wastewater, and sanitary sewer upgrades to the SPU-owned systems within the 145th Corridor. The Interlocal Agreement also establishes that work performed by the Shoreline's Design Consultant shall be compensated in full by SPU. The City has determined this to be the most effective way to ensure the relocation and upgrade work is completed in a manner that does not impact the project schedule or budget

This Interlocal Agreement is intended to be supplemented in the future to include language for construction of Phase 1 work, and design and construction of SPU requested work for Phases 2 and 3 of the project.

Tonight, staff is seeking Council authorization for the City Manager to execute this proposed Interlocal Agreement with SPU. This proposed agreement would become effective upon execution and terminate December 31, 2030.

RESOURCE/FINANCIAL IMPACT

All costs incurred by the City of Shoreline related to this agreement will be paid in full by SPU.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Interlocal Agreement with Seattle Public Utilities for the design of SPU water and wastewater systems in the 145th Corridor.

ATTACHMENTS

Attachment A: Proposed Interlocal Agreement Between Seattle Public Utilities and City of Shoreline for Design and Construction of Improvements to the SPU Systems in the N 145th Street Corridor

**AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF
IMPROVEMENTS TO PUBLIC WATER, DRAINAGE, AND WASTEWATER
SYSTEMS IN THE N 145TH STREET MULTIMODAL CORRIDOR
LINDEN AVE N TO 1st Ave NE
PHASE 1**

This Agreement regarding the design and construction of improvements to public water, drainage, and wastewater Systems in the N 145th Street Multimodal Corridor Project, Linden Ave N to 1st Ave NE (hereinafter the “Agreement”) is made and entered into as of this ____ day of _____, 2022 (the “Effective Date”), by and between the City of Seattle, a Washington municipal corporation, by and through its Seattle Public Utilities (“SPU”), and the City of Shoreline (“Shoreline”), a Washington municipal corporation. SPU and Shoreline may each be referred to individually as a “Party” and collectively as the “Parties”.

Recitals

WHEREAS, Shoreline is the Lead Agency for the design and construct of public transportation improvements to N 145th Street between Linden Ave N and 1st Ave NE, including side streets, (the “Shoreline Improvements Project”) to improve traffic operations, safety, and mobility throughout the corridor; and

WHEREAS, the Shoreline Improvements Project will be delivered with a phased approach with each phase applying to a section of N 145th Street. Phase 1 is described as that section from 1st Ave NE to Corliss Ave N; Phase 2 is described as that section from Corliss Ave N to Wallingford Ave N; and Phase 3 is described as that section from Wallingford Ave N to Linden Ave N; and

WHEREAS, Shoreline has secured funding in full for the design, right-of-way acquisition, and construction of Phase 1, with planned construction completion in 2024; and

WHEREAS, the City of Seattle, acting through SPU, owns and operates a public water system and a drainage and wastewater system with related facilities. A portion of the SPU public water system and related facilities is located within an area of Shoreline subject to an existing Franchise Agreement and serving residents of Shoreline, a portion of public water system is located south of Shoreline, and a portion of the drainage and wastewater system is located in N 145th Street, all of which is located within the paving limit of the Shoreline Improvements Project; and

WHEREAS, SPU wishes to work cooperatively with Shoreline to facilitate the design to replace approximately 300 linear feet of SPU watermain and appurtenances, and to replace approximately 350 linear feet of culvert within the Phase 1 project area (“Utility Work”) as part of the Shoreline Improvements Project and to utilize Shoreline’s consultants and contractors to accomplish such Utility Work; and

WHEREAS, both Parties agree that integrating the Utility Work into the overall Shoreline Improvements Project will allow any potential conflicts to be reviewed and resolved by the Parties, and will provide cost savings and efficiencies for both the Utility Work and the Shoreline Improvements Project; and

WHEREAS, the Shoreline Improvements Project design was previously brought to the 60% design milestone prior to the desire to integrate the Utility Work and the Parties acknowledge that due to the ages and sizes of the SPU infrastructure, SPU shall reimburse Shoreline for the actual direct costs related to the design of the Utility Work; and

WHEREAS, while SPU's infrastructure subject to this Agreement does not need to be removed, relocated disconnected, or otherwise altered to accommodate the completion of the Shoreline Improvement Project, both Parties intend to cooperate to perform other improvements to SPU infrastructure in order to avoid near-future pavement cuts in the Shoreline Improvement Project area; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

AGREEMENT

1. **APPLICABILITY AND APPENDICES**
 - A. The Parties understand that this Agreement pertains only to the *design* and pre-construction phase of the Utility Work within the Phase 1 project area. This Agreement does not apply to the construction of Utility Work within the Phase 1 project area or to any work in future phases. Such work shall require an amendment to this Agreement or a new Agreement, whichever the Parties deem necessary, for implementation of that Utility Work.
 - B. The Parties agree that time is of the essence in the Shoreline Improvements Project and agree not to unreasonably hinder or delay the Shoreline Improvements Project schedule.
 - C. The following Appendices are incorporated herein by reference and made a part of this Agreement:
 - Appendix 1 - Franchise Area
 - Appendix 2 - Work Tasks
 - Appendix 3 – Design Consultant's Fee Estimate for the Utility Work
 - Appendix 4 - Environment Health and Safety Obligations

Appendix 5 – Diagrams for Utility Work

2. DEFINITIONS

- A. Design Consultant means CH2M Hill, Inc., a wholly owned subsidiary of Jacobs Engineering Group, Inc.
- B. Drainage and Wastewater (DWW) means the SPU stormwater system and the SPU sanitary sewer system.
- C. Final Design means the Bid-ready plans and specifications (“Plans and Specifications”), bid schedules, and engineer cost estimates for the Utility Work (PS&E).
- D. Franchise Agreement means the agreement between Shoreline and Seattle/SPU authorized by the Shoreline City Council with the adoption of Ordinance No. 804 on November 6, 2017.
- E. Franchise Area means the area noted in the Franchise Agreement and included herein as Appendix 1.
- F. LF means linear feet.
- G. Phase 1 means that portion of the Shoreline Improvement Project between 1st Ave NE and Corliss Ave N.
- H. ROW means rights-of-way.
- I. Shoreline Improvements Project means the design and construction of improvements to N 145th Street between Linden Ave N and 1st Ave NE, including side streets, to improve traffic operations, safety and mobility throughout the N 145th Street corridor
- J. SPU Water (SPUW) means the SPU water system
- K. Utility Work means the replacement of approximately 300 linear feet of SPU watermain and appurtenances and of approximately 350 linear feet of culvert within the Phase 1 project area.
- L. WM means Watermain.

3. UTILITY WORK

The Utility Work addressed by this Agreement, shall be as follows and as generally depicted in appendix 5, subject to revisions as needed during design and pre-construction:

A. SPU Water

- 1. Corliss Ave N:
 - a. Relocation of approx. 150 LF of 8" Cast Iron Watermain (CI WM) in vicinity of Shoreline proposed new curb, inlet and electrical work north and south of N 145th St;
 - b. Adding one (1) hydrant in the NE corner of N 145th Street and Corliss Ave NE and relocating one (1) hydrant to the SW corner of N 145th Street and Corliss Ave NE;
 - c. Retirement of one (1) service connections;
 - d. Transfer of two (2) services connections.
- 2. Sunnyside Ave N:

- a. Extension of 8" restrained Ductile Iron Watermain (DI WM) under existing 24" Watermain in N 145th St and over Shoreline proposed communication and electrical ducts to the north of the existing by approx. 70 LF, terminate 8" WM with one (1) fire hydrant in the NW corner on N 145th St and Sunnyside Ave N;
 - b. Replacement of approx. 50 LF of existing 8" CI WM in vicinity of proposed storm drainage system with one (1) fire hydrant relocated in the SW corner of N 145th St and Sunnyside Ave N;
 - c. Transfer of one (1) existing 4" manifold to the new 8" WM.
3. 1st Ave N:
- a. Retirement of one (1) 3" galvanized iron fire standpipe;
 - b. Addition of one (1) fire hydrant in the NE corner of N 145th St and 1st Ave N;
 - c. Relocation of one (1) fire hydrant to adjust to Shoreline proposed new curb and ROW edge in the SE corner of N 145th St and 1st Ave N.
4. N 145th St:
- a. Retirement of seven (7) water services to the north off the 24" WM as provided in Shoreline's proposed property demolition/ROW acquisition;
 - b. Retirement of two (2) services to the south off the 24" WM and relocation of the existing services to the distribution WM in Corliss Ave N. Relocations will be done by SPU crew prior to Shoreline project construction.

B. SPU DWW

- 1. Rebuild three (3) existing maintenance hole covers per 2020 Seattle Standard Plan #220.
- 2. Replacement of approx. 350 LF of exiting culverts in N 145th St.
- 3. Where SPU culvert replacement requires excavation outside of the Phase 1 construction limits, WSDOT's current Right-of-way Opening and Restoration Requirements (ROWORR) only require in-kind replacement (restoration to equal or better condition). These requirements would be applicable to Phase 1 construction if construction begins within 24 months.

4. DESIGN AND PRE-CONSTRUCTION TASKS

- A. The Parties will work together cooperatively to accomplish the design of the Utility Work identified in Section 3 above.
- B. Design shall be through Shoreline's Design Consultant contract. The design for the Utility Work will consist of 90% and 100% Final Design drawings, specifications, and engineers' estimates created and stamped by a State of Washington licensed Professional Engineer
- C. Shoreline shall perform the tasks listed in Appendix 2, Section I.

D. SPU shall perform the tasks listed in Appendix 2, Section II.

4. COST PAYMENT AND REIMBURSEMENT

A. Design Phase

- i. Design Consultant costs have been established and concurred by SPU through the review of the Design Consultant's Fee Estimate for the Utility Work (Appendix 3). Current fee estimate is \$257,196.78. After execution of this Agreement, the Design Consultant will submit the Final Design and Design Consultant's final fee to Shoreline for SPU concurrence, such concurrence shall not be unreasonably denied.
- ii. In the event the design costs for the Utility Work performed by the Design Consultant exceeds 10% or requires an amendment to the consultant agreement, Shoreline will submit a written request for the increase to SPU with reasonable supporting documentation. SPU shall review and provide timely written approval, which approval shall not be unreasonable withheld. SPU will reimburse Shoreline for the additional costs resulting from the approved amendment to the design consultant agreement.
- iii. SPU shall reimburse Shoreline for any additional costs resulting from SPU's actions or inactions.
- iv. SPU shall not reimburse Shoreline for additional costs incurred pursuant to the amendment related to or caused by 1) Shoreline or its Design Consultants actions or inactions, or 2) rework due to conflicts between the location of existing or new SPU underground facilities and those of other utilities, provided that and to the extent that the design is based on information provided by Shoreline or the Design Consultant.
- v. SPU is not financially responsible for the design cost of permanent roadway restoration over the utility trenches unless the Utility Work extends beyond the paving limit of the Shoreline Improvements Project.
- vi. There is a possibility that the Shoreline Improvements Project may be combined with another Shoreline project in the 145th Corridor. SPU is not financially responsible for additional design and/or administrative costs as a result of the project combination.

5. PROJECT SCHEDULE

- a. The Shoreline Improvement Project has the following key milestones
 - i. 90 % PS&E – 7/20/2022
 - ii. Bid-Ready PS&E – 11/17/2022
 - iii. Advertisement – 1/4/2023
 - iv. Construction Start – 4/7/2023

- v. Substantial Completion – 8/1/2024
- b. SPU shall be responsive to ensure reviews and approvals meet the project schedule needs.

6. INVOICES

- a. SPU shall be responsible for performing and paying the costs related to its internal design and pre-construction costs for the Utility Work performed by SPU.
- b. Shoreline shall be responsible for performing and paying for the costs of its Staff's time related to coordinating and administrating the Utility Work.
- c. Shoreline will invoice SPU monthly for the Utility Work design and pre-construction costs based on the Design Consultant's invoice. SPU shall pay Shoreline within thirty (30) calendar days of receipt of Shoreline's invoice.
- d. All invoices shall keep separate the reimbursable costs for SPU Water and for SPU DWW.
- e. At a minimum, all invoices shall include the following: date of services, description of services and corresponding charges, consultant invoices including position and hours billed (as applicable), labeled receipts for each service (as applicable), percent paid to date of total estimated costs, a summary of what design and pre-construction activities have been completed to date and the percentage of the total this represents.
- f. With respect to any disputed invoices, the Parties agree to negotiate in good faith for the resolution of the disputed amount. Any disputed amounts may be deducted from any monies due from one Party to another until such dispute is resolved. In no case does a dispute relieve a Party of continuing to perform under the terms and conditions of this Agreement during the pendency of dispute resolution.

7. DESIGN AND PLAN REVIEW

- b. The development of the design of the Utility Work is commencing post-60% design submittal. Expedited plan development review and approval will be necessary. The Parties agree to coordinate expedited plan development, review and approval.
- c. SPU submittals will be as follows

90%, 100% and bid –ready - Concurrent with the same for Shoreline’s 145th Corridor Project Phase 1 90%, 100% and bid-ready documents.

- d. Shoreline agrees the Utility Work design and pre-construction shall be in accordance with the 2020 City of Seattle Standard Plans and Specifications, and SPU’s Design Standards and Guidelines. If the design conflicts with Shoreline standards, Seattle standards will govern for the Utility Work. SPU will provide Shoreline and the Design Consultant with copies of the Standard Plans, Specifications, Design, and Guideline documents.
- e. If possible, the Design Consultant may revise plan sheets from the current 60% design to meet the City of Seattle Standards.
- f. Both Parties agree that the Utility Work design shall comply with the Buy America(n) requirements set forth by Shoreline’s federal funding source(s).
- g. Submittal and Review
 1. 90%, 100% and bid-ready submittals and reviews conducted through SDOT’s SIP process. SPU shall provide written comments within 3 weeks (21 calendar days) of the receipt of delivery of aforementioned submittals.
- h. SPU shall have final approval authority for design of the Utility Work, which shall not be unreasonably withheld.
- i. Upon Shoreline’s request, SPU shall provide information and records on existing utility infrastructure to assist in the design of the Shoreline Improvements Project and the Utility Work.
- j. Shoreline’s consultant Engineer of Record (EOR) will verify the accuracy of information provided. Verification methods will be determined by the EOR based on criticality of conflicts with existing infrastructure. For elements required to be verified by potholing as outlined in the scope of work for SPU Utility Work design, SPU will review and approve the potholing plan prior to the performance of the potholing work. Shoreline will provide an estimate for potholing.

8. BIDDING, AWARD AND NOTICE TO PROCEED:

Shoreline shall provide, within three (3) business days of receiving bids, the bid tabulations, bid analysis with respect to the Project of all the responsive bidders to SPU. SPU will provide the confirmation to proceed the Utility Work within five (5) business days of receiving the bid tabs. Shoreline shall hold a pre-construction meeting with the Contractor and SPU regarding the Utility Work that will be performed by the Contractor.

9. SEATTLE’S RELATION TO CONTRACTOR:

With respect to the Shoreline Improvements Project only, Shoreline agrees that it shall assign to The City of Seattle all of the Contractor’s and the Consultant’s representations, warranties and guarantees and those of the Contractor’s suppliers of

material used in the construction of the Utility Work and that the City of Seattle is a third party beneficiary of the construction contract with respect to the Utility Work. Shoreline agrees that the contract between Shoreline and the Contractor (i) require the insurance described in section 11 hereof, ii) require the Contractor to indemnify and defend the City of Seattle in the same manner and to the same degree required by Section 10 hereof. Shoreline will provide a copy of this Agreement to its Design Consultant and Contractor, once executed.

10. RELEASE AND INDEMNIFICATION

To the extent permitted by law, Shoreline shall hold harmless, indemnify and defend Seattle, its officials, employees and agents, while acting within the scope of their employment, from any and all losses, damages, claims, demands, suits, judgments, and consultants', contractors' and attorneys' fees and costs (each, a "Claim" and collectively, "Claims") arising out of or resulting from i) the release, discovery, exposure to, cleanup, remediation, transport or disposal of Hazardous Substances (as that term is defined in Appendix 3) in the Project site or in connection with the Utility Work or Shoreline Improvements Project, or ii) the negligent acts or omissions, or intentional misconduct of Shoreline, its officials, employees, agents, contractors, or consultants, in connection with the performance of this Agreement, the Utility Work, or the Shoreline Improvements. Shoreline shall not be required to indemnify Seattle, its officials, employees or agents if the Claims arise out of or result from the sole negligence of Seattle, its officials, employees or agents.

To the extent permitted by law, Seattle shall hold harmless, indemnify and defend Shoreline, its officials, employees and agents, while acting within the scope of their employment, from any and all losses, damages, claims, demands, suits, judgments, and consultants', contractors' and attorneys' fees and costs (each, a "Claim" and collectively, "Claims") arising out of or resulting from the negligent acts or omissions, or intentional misconduct of Seattle, its officials, employees, or agents in connection with the performance of this Agreement or the Shoreline Improvements. Seattle shall not be required to indemnify Shoreline, its officials, employees or agents if the Claims arise out of or result from the sole negligence of Shoreline, its officials, employees or agents.

To the extent a Claim arises out of the concurrent negligence of the parties, each party shall be responsible for and to the extent of its own negligence and that of its employees, agents, consultants, or contractor.

The foregoing indemnities are specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of Claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11. INSURANCE REQUIREMENTS:

- a. Shoreline shall cause the Design Consultant to maintain in force at all times during the term of this Agreement insurance as follows:
 - i. Commercial General Liability (CGL) Insurance (and Excess/Umbrella Liability Insurance, if required), including coverage for premises/operations, products/completed operations, contractual liability and independent contractors liability, with limits of liability of not less than \$2,000,000 combined single limit for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of loss or destruction of or injury or damage to property in any one occurrence.
 - ii. Business Automobile Policy Insurance (and Excess/Umbrella Liability Insurance, if required including owned, non-owned, and hired vehicles with limits of liability of not less than \$1,000,000 combined single limit for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of loss or destruction of or injury or damage to property in any one occurrence on all vehicles which may be used at any time in connection with the Project.
 - iii. Worker's Compensation Insurance or coverage as required under the Worker's Compensation Act of the State of Washington. Shoreline will verify payment of premiums as part of the contractor's responsibility check.
 - iv. The City of Seattle shall be named an additional insured under Commercial General Liability Insurance as respects primary and non-contributory limits in accordance with a standard separation of insured clause and shall be provided not less than 45 days prior written notice of cancellation (10 days in respect of cancellation for non-payment of premium) per RCW 48.18.290.

- b. At Seattle's request, Shoreline shall deliver the insurance documentation to:

The City of Seattle
Risk Management Division
P.O. Box 94669
Seattle, WA 98124-4669
Fax: (206) 615-0065
Email: RiskManagement@Seattle.Gov

12. TERMINATION:

If Shoreline terminates the Shoreline Improvements Project after design and pre-construction but prior to the start of construction for any reason, SPU shall not be liable for the Design Consultant's fees for the design of the Utility Work provided that SPU does not elect to utilize such design for its own purposes. If SPU utilizes the design, then it shall be responsible for payment of the Design Consultant's fees either directly to the Design Consultant or, if the Design Consultant has already been compensated, to Shoreline as provided in Section 1 above.

13. DISPUTES

The Parties shall negotiate in good faith and use their reasonable best efforts to resolve any disputes that may develop under this Agreement. If the representative of the Parties identified in Section 1 cannot resolve a dispute, the dispute shall be referred to the City of Shoreline Public Works Director and the Director of SPU for further negotiation. Only upon failure to resolve the dispute through such negotiations may either Party pursue legal action. The prevailing Party in any such action shall be entitled to its reasonable costs and expenses, including reasonable attorney's fees.

14. NOTICES

All notices required under the terms of this Agreement shall be given in writing, addressed as follows:

Rachel Xu, Project Manager
 City of Seattle
 Seattle Public Utilities
 Seattle Municipal Tower
 PO Box 34018
 700 5th Avenue, Suite 4900
 Seattle, WA 98124-4018
Rachel.Xu@seattle.gov

Cory Nau, Project Manager
 City of Shoreline
 17500 Midvale Ave N
 Shoreline, WA 98133
cnau@shorelinewa.gov

Notices may be sent via U.S. Mail, return receipt requested, electronic mail (e-mail), read receipt, or by nationally recognized courier. All notices issued under this Agreement shall be deemed received on the next business day after being deposited in the U.S. Mail in Seattle, at the time delivered to the addressee if by courier or by the time denoted by the sender's computer system.

15. MISCELLANEOUS

- a. Compliance with Laws: Each Party shall perform its obligations under this Agreement in full compliance with all applicable federal, state and local laws, statutes, rules, regulations, orders and ordinances.

- b. **Public Records and Records Retention.** Each Party is a governmental entity subject to Washington’s Public Records Act, Chapter 42.56 RCW (“PRA”). Each Party shall be solely responsible for compliance with the PRA for requests submitted to the Party pertaining to this Agreement. Each Party is subject to Washington’s Preservation and Protection of Public Records, Chapter 40.14 RCW (“PPPR”), and shall be solely responsible for maintaining records under its control consistent with the PPPR.
- c. **Applicable Law/Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be King County Superior Court, King County, Washington.
- d. **No Waiver:** Neither acceptance of any work performed pursuant to this Agreement nor acceptance of reimbursement therefore shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Failure of either Party to insist upon strict performance of, or any other waiver of, any of the terms, conditions or obligations of this Agreement shall not be deemed a waiver of any other term, condition, covenant or obligation contained herein.
- e. **Validity of Contract:** In the event any section, sentence, clause, or phrase of this Agreement is adjudicated by a court of last resort and of competent jurisdiction to be invalid or illegal, the remainder of this Agreement shall be unaffected by such adjudication; and all other provisions of this Agreement shall remain in full force and effect as though the section, sentence, clause or phrase so adjudicated to be invalid had not been included herein.
- f. **Entire Agreement; Interpretation:** This Agreement, including the Recitals, reflects the understanding between the Parties regarding the matters covered herein, constitutes the entire agreement between the Parties, and incorporates all prior negotiations and agreements of any kind, both written and oral. No representations, whether written or otherwise, between the parties not contained or incorporated herein by reference shall be of any force or effect. This Agreement may be modified amended only by the written agreement of the Parties. The provisions of this Agreement shall be construed as a whole according to their common meaning and consistent with the other provisions herein contained in order to achieve the objectives and purposes of this Agreement. Each Party has reviewed and approved this Agreement. Each Party agrees that the usual rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by

their duly authorized representatives, as follows:

THE CITY OF SEATTLE

CITY OF SHORELINE

By: _____

Frank Coulter

Division Director

Project Management and Control Division

Project Delivery and Engineering Branch

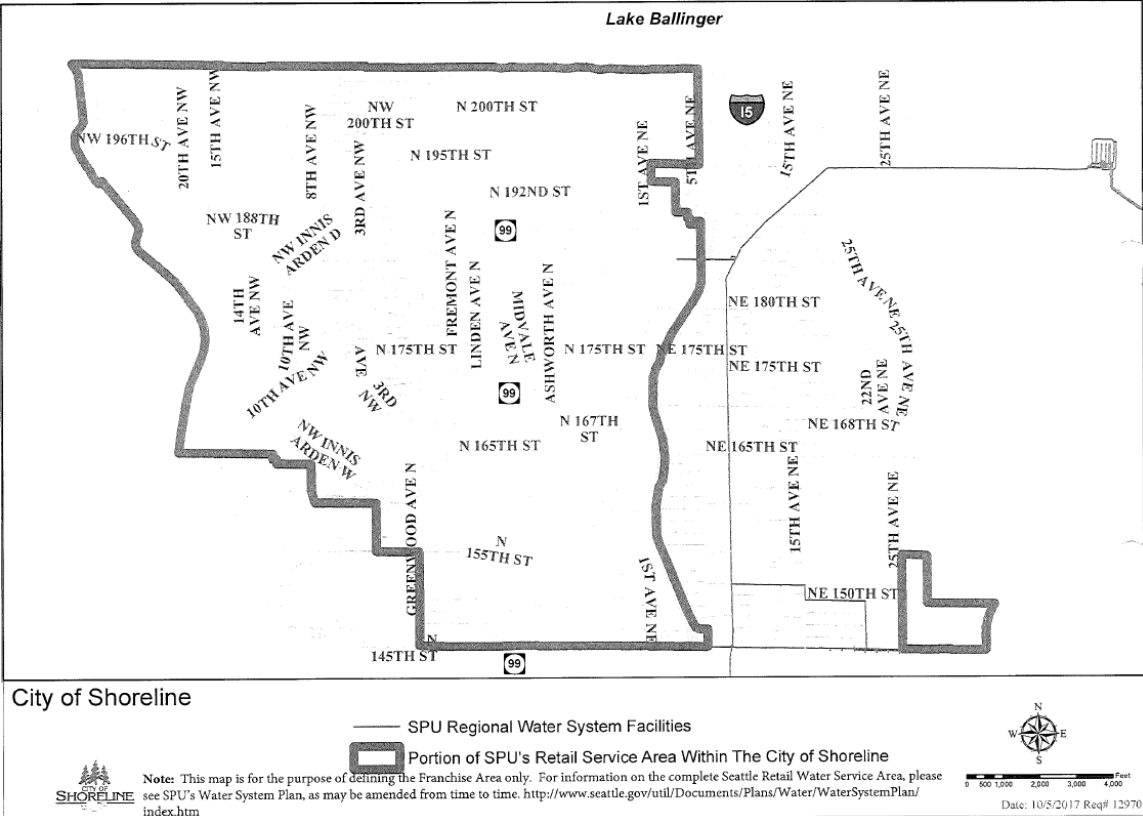
Seattle Public Utilities

By: _____

Debbie Tarry

Shoreline City Manager

APPENDIX 1



APPENDIX 2**Scope of Work and Tasks****I. CITY OF SHORELINE TASKS****A. DESIGN AND PRECONSTRUCTION PHASE**

Shoreline, acting directly or through its Consultant, shall perform the following tasks:

1. Prepare Utility Work design drawings as described in the Agreement and review for and resolve any potential or apparent conflicts with the design documents for the overall Shoreline Improvements Project. The City of Shoreline and SPU will prepare a Project Management Plan which will define roles & responsibilities, project elevation process to resolve project conflicts, design risk register, define contingency reserves, and communication stakeholder plan.
2. At the request of SPU, Shoreline shall provide, in connection with the engineering and design work, all records and information related to the Utility Work or to other utility system infrastructure located within the Shoreline Improvements Project area.
3. Shoreline shall make any changes to the engineering and design drawings as mutually agreed upon by both Parties, and make changes to the Project schedule as necessary to respond to comments provided by SPU.
4. Shoreline shall obtain and pay for all permits required for the Utility Work. Shoreline shall provide for review and acceptance by SPU of all permits that need to be obtained on SPU's behalf.
5. Shoreline shall ensure the Utility Work is integrated in the environmental review processes for the Shoreline Improvements Project.
6. At the request of SPU, Shoreline shall provide SPU with copies of all contracts and amendments Shoreline has executed with the design consultant.
7. Shoreline shall provide SPU with a project CPM schedule, including any amendments and updates, for the Shoreline Improvements Project. The Utility Work shall be integrated into the project schedules.
8. SPU will need Plans, Specifications and Engineer's Estimate (in the form of bid tabulations) review cycle at 90%, and 100% and final contract documents related to the Utility Work.

9. Shoreline shall ensure that SPU Water design for the Utility Work to have standalone plan sheets. The water plan sheets shall have the layer of the other proposed subgrade work turned on to clearly demonstrate the work in vicinity.
10. SPU DWW design for the Utility Work may share plan sheets with other drainage and/or sewer components within the Shoreline Improvements Project, in which case schematics to delineate elements that SPU DWW is funding for shall be developed to assist the funding split.
11. The Utility Work shall have standalone bid schedules for SPU Water (Schedule C) and SPU DWW (Schedule D).
12. Shoreline shall ensure engineer's estimates to clearly identify the Utility Work costs in bid tabulation format with SPU Water and SPU DWW costs distinguished.
13. Where water service taps have been or will be relocated, and private plumbing modifications are required for the affected property due to the Shoreline Improvements Project, Shoreline shall coordinate with the affected property owner to develop plans and specifications for these private plumbing revisions and to relocate private service prior to construction of the Utility Work. Shoreline will be responsible for making the customer whole.
14. Shoreline will be responsible for obtaining and paying any related costs for any easements or property rights, in a form acceptable to SPU, for placing SPU infrastructure outside of the public right-of-way and on private property, e.g. water meters that do not fit within the sidewalk, that may be required by the reconfigured design of the Utility Work and/or the Shoreline Improvements Project.
15. Shoreline shall permit SPU crews to perform temporary restoration in the Project area after relocating water services prior to and during the Shoreline Improvements Project.
16. Shoreline shall provide SPU with a minimum of two (2) weeks to review and comment on all Shoreline contracts prior to finalization of Project contract documents or bid documents.

II. SEATTLE PUBLIC UTILITIES TASKS

A. DESIGN AND PRECONSTRUCTION PHASE

- a. Coordinate with Shoreline on Utility Work design drawings, including attending meetings at the request of Shoreline, reviewing design drawings and providing comments or final approval for the Final Design of Utility

Work. Upon receipt of design drawings, SPU will provide review comments through SDOT's led SIP review process.

- b. At the request of Shoreline, SPU shall provide records of the existing SPU Water and DWW facilities. SPU will field locate the existing SPU facilities when requested by the One Call Utility Locate Service.
- c. Where water service taps have been or will be laterally relocated along the water main, and private plumbing modifications are required for the affected property due to Utility Work, SPU shall coordinate water service impacts only with the affected private property owner.

APPENDIX 3

City of Shoreline				
Appendix 3				
145th Street Multimodal Corridor Project - SPU Add-on				
CH2M HILL, Inc.				
Employee or Category	Hrs.	x	Rate =	Cost
Senior Consultant	0		\$ 118.47	\$ -
QA/QC Lead	0		\$ 103.00	\$ -
Project Manager	93		\$ 104.14	\$ 9,685.02
Senior Engineer	124		\$ 89.75	\$ 11,128.38
Environmental Lead	0		\$ 71.99	\$ -
Design Engineer	153		\$ 81.84	\$ 12,521.52
Lead Engineer	32		\$ 68.93	\$ 2,205.76
Design Engineer	108		\$ 55.08	\$ 5,948.64
Design Engineer	136		\$ 43.79	\$ 5,955.44
Designer	12		\$ 37.55	\$ 450.60
Environmental Engineer	16		\$ 52.95	\$ 847.20
Lead CAD Technician	132		\$ 50.88	\$ 6,716.16
CAD Technician	86		\$ 31.13	\$ 2,677.18
Office/ Administration	44		\$ 44.51	\$ 1,958.44
Project Controls	20		\$ 50.24	\$ 1,005.00
Contracts Admin	6		\$ 69.27	\$ 416.00
Utilities Lead	350		\$ 74.72	\$ 26,152.00
Total Hrs	1312			\$ 87,667.34
Direct Salary Cost				\$ 87,667.34
Salary Escalation Cost (estimated)				
2022			3%	\$ 2,630.02
Total Direct Salary Cost				\$ 90,297.36
Overhead Cost @ 103.33% of Direct Labor				\$ 93,304.26
Net Fee @ 32.0% of Direct Labor				\$ 28,895.16
Total Overhead & Net Fee Cost				\$ 122,199.42
Total Labor Cost				\$ 212,496.78
Direct Expenses				
	Quantity	Unit \$	Cost	
				\$0.00
Subcontracts				
Parametrix			\$7,200.00	
APS			\$37,500.00	
Direct Expenses Subtotal				\$44,700.00
Total				\$257,196.78
MANAGEMENT RESERVE AMOUNT				\$0.00
TOTAL AGREEMENT				\$257,196.78

APPENDIX 4**ENVIRONMENT, HEALTH AND SAFETY OBLIGATIONS****1. DISCOVERY OF HAZARDOUS SUBSTANCES**

- 1.1 In accordance with section 1.2 below, Shoreline or the Contractor shall manage, handle, and dispose of, any Hazardous Substances generated, discovered or released during Shoreline's, or the Contractor's, performance of the Utility Work or Shoreline Improvements Project work. Any and all costs and expenses for such activities shall be borne by Shoreline, including but not limited to, costs for sampling, characterization, treatment, transportation, storage, disposal and monitoring of contaminated soils and ground water; costs for decontamination of wastes; and costs of disposing used personal protection equipment and barriers.
- 1.2 Notwithstanding sections 1.1, SPU shall manage, handle, and dispose of, any Hazardous Substances generated or released by SPU in its own performance of the Utility Work. Any and all costs and expenses for such activities shall be borne by SPU, including but not limited to, costs for sampling, characterization, treatment, transportation, storage, disposal and monitoring of contaminated soils and ground water; costs for decontamination of wastes; and costs of disposing used personal protection equipment and barriers.

2. RESPONSE AND INFORMATION OBLIGATION

- 2.1 Prior to SPU employees beginning work at the Project site, Shoreline shall provide to SPU all information available to Shoreline or Shoreline's contract concerning contamination or Hazardous Substances in areas where SPU employees will be working. The information shall include a map indicating areas of potential or known contamination, and cleanup locations where Hazardous Substances will be removed by Shoreline.
- 2.2 If contamination is found at the Project site, Shoreline shall provide to SPU, at least two (2) weeks prior to SPU beginning work, a sampling, decontamination, remediation and Safety & Health plan. Shoreline shall determine the HAZWOPER regulatory status of work locations affected by hazardous substances. In case of hazardous materials discoveries above MTCA Method A Cleanup Levels, Shoreline shall conduct the excavation and implement engineering controls (including excavation liners, coated pipes, chemical resistant seals for vaults and pipe joints/gaskets, etc.) deemed necessary by SPU to provide safe access to SPU crews. SPU employees will not begin work until SPU receives and approves the plan.
- 2.3 Shoreline shall keep SPU informed regarding general construction activities being performed at the Site that could result in SPU employees being exposed to Hazardous Substances or other safety hazards.

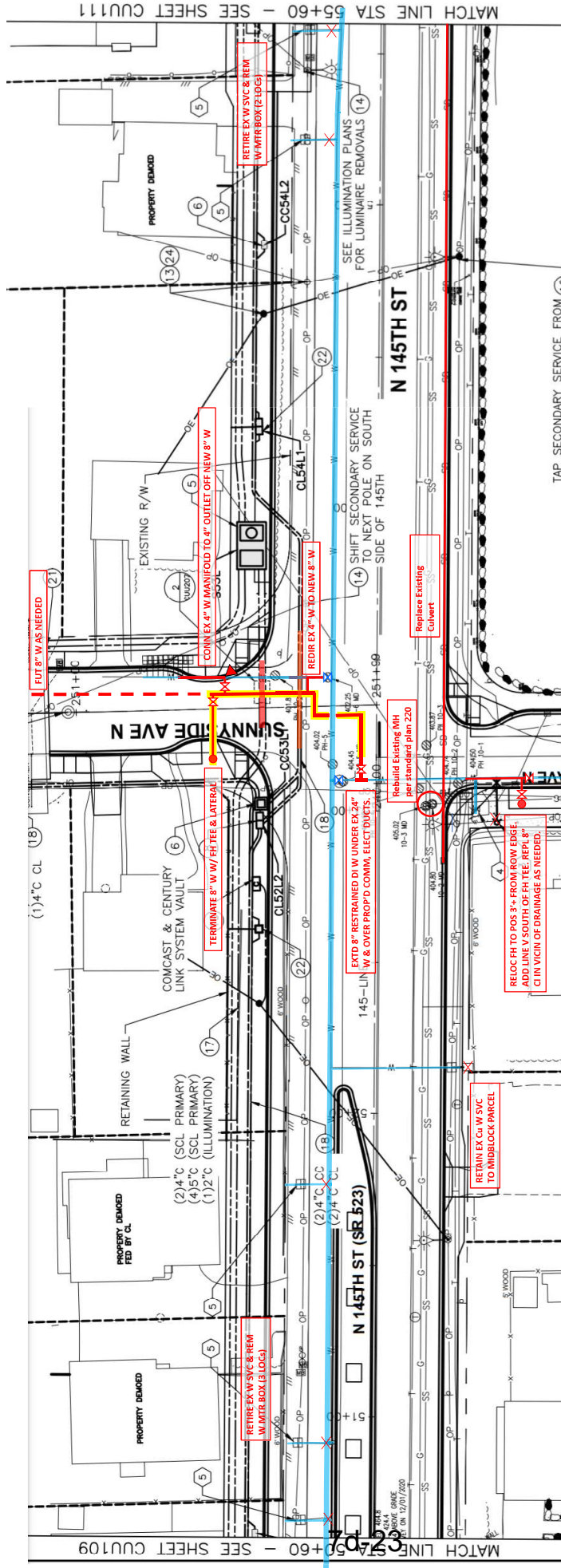
- 2.4 Shoreline shall review, and promptly respond through its designated Shoreline contact person, as specified below, to all comments submitted by SPU regarding environmental conditions related to SPU's work at the Project site or SPU's worker safety concerns.

3. HEALTH AND SAFETY OBLIGATIONS

- 3.1 Shoreline and its contractors and representatives will comply with Health and Safety regulations WAC 296-155, WAC 296-62, WAC 296-800 and WAC 296-24 and any other applicable WAC Health and Safety codes. Any and all costs and expenses associated complying with the applicable regulations and code shall be borne by Shoreline.
- 3.2 Shoreline shall provide SPU access to the Contractor's health and safety personnel before and during the Utility Work.
- 3.3 At SPU's request, Shoreline shall provide SPU with a copy of any environmental, health and safety and personnel monitoring data and reports related to the Utility Work which are available to Shoreline. Field records shall be provided to SPU the day after monitoring data is collected in the field.
- 3.4 SPU shall have open and complete access to all information, data, reports and analysis, including information related to Hazardous Substance locations, field observation reports or logs, stockpiles, possible sampling and analytical data generated for Hazardous Substances found within the Project site. Field records shall be provided to SPU the day after data is collected in the field.

SPU reserves the right to stop work by SPU crews if SPU determines that work conditions are unsafe. Unsafe conditions may include, but are not limited to, discovery of unknown/unmitigated contamination, improper shoring, traffic control, and conditions deemed dangerous to life and health.

N/NE 145TH ST CORRIDOR IMPROVEMENTS
 SPU WATER & WW IMPROVEMENTS
 EXHIBIT 5



MATCH LINE STA 55+60 - SEE SHEET CU109

MATCH LINE STA 55+60 - SEE SHEET CU111

DATE: 09/05/2020
 DRAWN BY: J. WOOD
 CHECKED BY: J. WOOD
 PROJECT: 145TH ST

N/NE 145TH ST CORRIDOR IMPROVEMENTS
 SPU WATER & WW IMPROVEMENTS
 EXHIBIT 5

