

RESOLUTION NO. 2019-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF COVINGTON AND COVINGTON WATER DISTRICT REGARDING THE SE 256TH STREET CULVERT REPLACEMENT AND WIDENING PROJECT.

WHEREAS, in 2005, the City of Covington and the Covington Water District entered into an Interlocal Agreement to serve as an umbrella agreement to coordinate construction efforts for future street improvement projects and water facility improvements within the same right-of-way; and

WHEREAS, the City is in the process of designing and constructing the SE 256th Street Culvert Replacement and Widening Project, which is in the same vicinity where the Covington Water District wishes to expand and relocate its water facilities; and

WHEREAS, the City wishes to share in the mutual cost-saving benefits of designing and constructing the roadway and water system improvements concurrently; and

WHEREAS, the City desires to supplement the Interlocal Agreement with the Covington Water District by addendum to include the SE 256th Street Culvert Replacement and Widening Project;


NOW THEREFORE,

BE IT RESOLVED by the City Council of the City of Covington, King County, Washington, as follows:

Section 1. The City Manager is hereby authorized to execute an Addendum to Interlocal Agreement between the City of Covington and Covington Water District regarding the SE 256th Street Culvert Replacement and Widening Project, in the form as attached hereto as Exhibit "A".

PASSED in open and regular session on this 26th day of March 2019.

Attested:

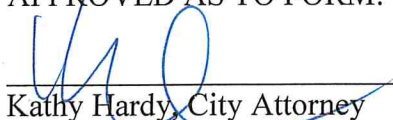


Sharon Scott, City Clerk



Mayor Jeff Wagner

APPROVED AS TO FORM:



Kathy Hardy, City Attorney

ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF
COVINGTON AND COVINGTON WATER DISTRICT

SE 256th STREET IMPROVEMENT PROJECT

This ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF COVINGTON AND COVINGTON WATER DISTRICT, regarding the SE 256th Street from 168th Avenue SE to 173rd Avenue SE Street Improvement Project, hereinafter referred to as the "Project Agreement," is made this 26th day of February, 2019, between the City of Covington, a Washington municipal corporation, located and doing business at 16720 SE 271st Street, Covington, Washington 98042, hereinafter referred to as the "City," and Covington Water District, located and doing business at 18631 SE 300th Place, Covington, WA 98042, hereinafter referred to as the "District."

RECITALS

WHEREAS, the City and District entered into an Interlocal Agreement in 2005, as noted in the City of Covington Resolution Number 04-15 and Covington Water District Resolution Number 3497 and incorporated herein by this reference, to serve as an umbrella agreement to coordinate construction efforts for future street improvement projects and water facility improvements within the same right-of-way area, hereinafter referred to as the "Interlocal Agreement;" and

WHEREAS, the City and District intend that this Project Agreement shall supplement the Interlocal Agreement, as specifically provided herein; and

WHEREAS, the City is in the process of designing and constructing an improvement project, commonly known as the SE 256th Street Improvement Project from approximately 168th Place SE to 173rd Avenue SE, hereinafter referred to as the "Project;" and

WHEREAS, the City has previously requested all utility purveyors in the immediate vicinity of the Project to relocate or adjust their facilities as needed and to determine any needed system improvements in the Project vicinity; and

WHEREAS, the District, which has a franchise with the City to provide water service in the vicinity of the Project, owns and operates water distribution and transmission facilities within the immediate Project vicinity and has a Comprehensive Capital Improvement Plan which provides for expanded transmission capabilities within the Project vicinity; and

WHEREAS, the City and District wish to share in the mutual benefits of constructing the roadway and water system improvements concurrently, with the City acting as the Lead Agency; and

EXHIBIT A

WHEREAS, Gray & Osborne, Inc. will prepare plans and specifications for water system improvements in the corridors within the Project vicinity, and will be the City's consultant in providing said plans and cost estimates to the City in preparing contract documents for the Project; and

WHEREAS, a single contract document will be prepared incorporating both City and District improvement elements, along with other private and public utility needs; and

WHEREAS, the final Plans and Specifications will be developed by the City's Consultant, Gray & Osborne, Inc.; and

WHEREAS, the District's water system improvements, hereinafter referred to as the "District's Work," generally consist of relocating and adding water mains within the corridor, along with additional fire hydrant assemblies and interties with the existing, distribution system in the area; and

WHEREAS, specific water system improvements that are part of the District's Work will be identified in the construction plans and as a separate schedule within the Project construction and bid documents; and

WHEREAS, the City intends to advertise for competitive bids for the Project, including that portion of the Project that is the District's Work; and

WHEREAS, the City will furnish the District with the bids submitted, and the District may approve or disapprove the bid of the low bidder as determined by the City as the lowest responsible bidder for the Project; and

WHEREAS, the City and District wish to supplement the Interlocal Agreement by partnering with one another in the Project, and setting forth the scope of work and allocation of design costs for the Project;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained in this Project Agreement, or attached and incorporated herein, and in the exercise of the authority granted by the Interlocal Cooperation Act, the City and District hereby agree as follows:

Section 1. Purpose. The purpose of this Addendum to the Interlocal Agreement, hereinafter "Project Agreement," is to set forth the rights, obligations, scope of work and allocation of design and right-of-way costs for the Project, between the City and District.

Section 2. General. The City shall be deemed the Lead Agency and the District shall be deemed the Other Party for purposes of this Project Agreement, as those terms are intended in the Interlocal Agreement. Except as modified herein, this Project Agreement shall supplement the Interlocal Agreement. In the case of any conflict between the Interlocal Agreement and this Project Agreement, this Project Agreement shall control.

Section 3. Construction Plans. Plans, specifications and cost estimates for the District's Work will be prepared by the City generally in accordance with the current State of Washington Standard Specifications for Road, Bridge and Municipal Construction, District Standard Specifications as applicable, and adopted design standards. The District hereby authorizes the City's Consultant, Gray & Osborne, Inc. to prepare plans for the District's improvements within the project area.

Section 4. Construction. The City is hereby designated as the District's design agent, acting for and on behalf of the District, for that portion of the Project that involves the District's Work. The City agrees to design the improvements related to the District's Work utilizing the City's Consultant, Gray & Osborne, Inc. The City shall be responsible for administering the Project contract, as awarded to Gray & Osborne, Inc. and approved by the District. As design agent, the City will perform all engineering and shall make all payments to the Engineers. The City will keep the District advised as to the progress of said Project. The City, as design agent, shall have final discretion with regard to decisions related to the work of the Engineer, after consulting with the District on those portions of the Project that are related to the District's Work.

Section 5. Authority to Design. The District hereby authorizes the City to proceed with the design for the purpose intended by this Project Agreement.

Section 6. Payment. The District, in consideration of the faithful performance of the work to be done by the City, agrees to reimburse the City for the actual direct cost of all work specified below that is the financial responsibility of the District and all costs reasonably incurred by the City, and approved by the District in performing the District's Work, and shall take all necessary action to pledge, budget, and allocate the same. Payment shall be made by the District to the City within 30 days, upon the request of the City, to cover actual direct costs incurred by the City. Payments delayed beyond 30 days shall include interest payments of 1 percent per month. Costs shall include the following:

1. The Engineers design costs for the District's work, as detailed in EXHIBIT "B";
2. The Engineer's administration of the consultant services for the District's Work, as shown in EXHIBIT "B";
3. The City Right-of-Way agent's work for the acquisition of easements required for the exclusive placement of District facilities, if any;
4. The direct cost of easements for the exclusive use of District facilities.
5. The cost of all changes initiated by the District; and
6. The direct costs incurred by the City in performing the District's Work.

Section 8. Extra Work. In the event of unforeseen circumstances which require an increase in the District's cost obligation more than that included in EXHIBIT B and/or SCHEDULE B hereinafter "Cost of Work", this Project Agreement will be modified by supplemental agreement covering said increase. In the event it is determined that any "substantial change" from the description of the work contained in this Project Agreement is required, written approval must be secured from the District before the beginning of such work. "Substantial change" is defined as any changes requiring an

increase in the District's financial obligation (per Cost of Work) of greater than 15 percent. The City shall provide prior written notice for all changes to the District's portion of the work regardless of the financial obligation.

Section 9. Final Acceptance. The District shall have final approval of the design for District facilities. The District agrees upon satisfactory completion of the design, as determined by the District, to deliver a letter of acceptance approving the District's portion of the Project. Acceptance shall not constitute acceptance of any unauthorized or defective work or materials, nor be a waiver of any manufacturer's, supplier's, or contractor's warranties. Final acceptance of the entire design shall be by the City after review by all agencies involved.

Section 10. Legal Relations. Legal relations shall be controlled by the Interlocal Agreement. All terms and obligations of the Interlocal Agreement that are not covered by this Project Agreement shall remain in full force and effect.

Section 11. Written Notice. All communications regarding this Project Agreement shall be sent to the parties at the addresses listed on the signature page unless changed by written notification. Any written notice hereunder shall become effective upon the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Project Agreement, or such other address as may be hereafter specified in writing.

Section 12. Assignment. Any assignment of this Project Agreement by either party without the written consent of the non-signing party shall be void.

Section 13. Effective Date. This Project Agreement shall be effective as to all parties on the last date signed below.

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement by their authorized officers indicated below:

City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042

Covington Water District
18631 SE 300th Place
Covington, WA 98042

BY _____

BY 

ITS _____

ITS General Manager

DATE _____

DATE 2/27/19

ATTEST:

CITY CLERK, CITY OF COVINGTON

APPROVED AS TO FORM:

CITY OF COVINGTON ATTORNEY

APPROVED AS TO FORM:



COVINGTON WATER DISTRICT
ATTORNEY

EXHIBIT B

ENGINEERING SERVICES SCOPE OF WORK

SUPPLEMENT NO. 1 COVINGTON WATER DISTRICT SE 256TH STREET WATER MAIN EXTENSION

Our scope of work is based on our current understanding of the project.

BRIEF PROJECT UNDERSTANDING

The City of Covington (City) has employed the services of Gray & Osborne, Inc. (Engineer) to design roadway and culvert improvements in and along SE 256th Street (168th Place SE to 173rd Avenue SE). Some of the proposed roadway and culvert improvements are located in the very near proximity to existing water utilities owned and operated by the Covington Water District (District).

These District facilities are in conflict with the City's proposed improvements. As such, the District desires to improve their facilities with an extension of a water main, as follows:

- On SE 256th Street, between the easterly end of the 12-inch ductile iron water main near 170th Place SE and the Foxwood Short Plat water main east of 173rd Avenue SE: extend approximately 1,000 linear feet of 12-inch ductile iron pipe Class 52. Design and construction will also include new fire hydrants, service transfers, system interties, and related appurtenances.
- Replace portions of the existing 8-inch CI water main with 8-inch DI water main as needed to facilitate construction of the new culvert and street improvements.
- Require City's contractor to coordinate with District for water service relocations and connections. City's contractor to make the service tie in, install the new meter setter, install the new meter box, and coordinate with the District to relocate the existing meter. Contractor will relocate services and water meter boxes with District inspection.
- Require City's contractor to coordinate with District for pressure and purity testing per District Standards.

The new water main, including system interties and related appurtenances will be designed for the District's review and approval. The new water main system will be designed to meet minimum District standards.

The project plans and specifications (Contract Documents) will be similar in format as the Construction Documents currently being prepared by the Engineer for the City. However, the Construction Documents will be structured into separate schedules of work (i.e., payment schedules) so that the work can be carefully audited by the City and District in the construction phase and by the State auditors during the District's annual auditing. The District's portion of the construction documents will be completed to meet the City's anticipated bid, award, and construction phase currently estimated to be 2022.

The District now desires to employ the Engineer to design these facilities. The project schedule, project assumptions, and scope of work are as follows:

ASSUMPTIONS

- This Contract assumes that the specifications will be prepared in a WSDOT format similar to City contract specifications.
- This Contract assumes the plan set for this project will be created in English units and in an AutoCAD format similar to products prepared for the City.
- The existing mains, where not required to be excavated for proposed improvements, will be abandoned in place.
- This Contract does not include geotechnical work or any special environmental assessments.
- The project documents will be structured into separate schedules of work (City portion and District portion) and bid accordingly.
- The Engineer shall utilize the existing survey data for this design as developed for the road and culvert improvement project (City project). No additional survey is required.
- The City's project may have FHWA federal funding, so all federal requirements associated with the road and culvert improvements are also required for the District's schedule of work. This includes, but is not limited to, made in America requirements for steel/iron, no sole source or proprietary items included in the Specifications/Plans, Davis-Bacon Wage Rates, use of WSDOT Contract, WSDOT Contract Bond, and WSDOT Division 1 Special Provision requirements.

- Both schedules of work (City portion and District portion) will be bid as a single project.
- No easement or right-of-way acquisition is required for the District work.

SCOPE OF WORK – DESIGN ENGINEERING SERVICES

Task 1 – Project Management

Objective: To provide overall project management of engineering resources, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, and provide District and City coordination of project deliverables.

- A. Provide overall project management of design engineering phase.
- B. Contract execution, internal accounting, and auditing.
- C. Internal resource management and prioritization of resources.
- D. Manage and oversee the schedule of deliverables.
- E. Coordinate project with the District's and City's authorized representative(s).
- F. Attend one project review meeting with District staff to coordinate and review deliverables at project kickoff.
- G. Review documents for compliance with generally accepted good engineering practices and compliance with District Standards.
- H. Review, monitor, and report to District on budget with monthly invoices/statements (transmitted with monthly engineering invoice).
- I. Oversee QA/QC review(s) of engineering products to include constructability review, risk management assessment, and identification and pursuit of critical path items.

Deliverables

- Monthly letters will be provided to the District with monthly billing statements.

- CADD drawings will be provide to the District including AutoCAD support files in order for the District to produce their own as-builts. District water plans shall be produced so they can be separated from the entire plan set and easily used by the District for their own as-built drawings production. Conversion from Consultant to District file format shall be compatible or converted prior to providing to the District.

Task 2 – Preliminary Design

Objective: Develop preliminary design concepts, exhibits, and construction drawings at concept phase (30 percent), preliminary phase (75 percent), and semi-final phase (90 percent). Design drawings and specifications will be prepared in both District and City-approved format, and structured as separate schedules of work and bid accordingly.

- A. Develop preliminary concept for District review.
- B. Incorporate existing survey data and proposed street, pedestrian, retaining wall, and culvert design information, and right-of-way information into District plan sheets.
- C. Incorporate maintenance access areas at end of any sleeves.
- D. Prepare specifications in WSDOT FHWA funding requirements format, to include proposal, contract, and bonding requirements. The specifications will be prepared based on 2019 WSDOT Standard Specifications and modified as required for this schedule of work.
- E. Prepare and submit Contract Documents at intervals listed above. The plans will incorporate District Standards. The plans will include plan view of the water main at a horizontal scale of 1"=20'. The plans will be prepared on 22" x 34" sheet sizes (with 11" x 17" half scales) for plan sets and will include the following at the designated concept phases.

30 Percent Submittal

- Plan set to include conceptual plan sheets (not profile).
- Preliminary cost estimate.
- No specifications will be provided at this phase.

75 Percent Submittal

- Plan set to include preliminary plan sheets including hydrants, service transfers, system inerties, trench section, and other applicable construction details.
- Updated cost estimate.

- Preliminary specifications (including proposal).

90 Percent Submittal

- Full project plan set including both City and District plan sheets.
- Updated cost estimate.
- Project specifications (including proposal).

Deliverables

- Plans, cost estimates, and specifications, at 30 percent, 75 percent and 90 percent, as noted.

Task 3 – Final Contract Documents

Objective: Provide final project plans, specifications, and cost estimates (100 percent submittal) in District and City-approved format.

- Prepare and submit complete final project plans, specifications, and cost estimated to District to include incorporation of all applicable District and/or City comments. Contract Documents will be formatted into two schedules of work (City schedule of work and District schedule of work).

Deliverables

- Two full size and two half size hard copies and an electronic copy of the final plan set, cost estimate, and project specifications.

Task 4 – Quality Assurance/Quality Control

- Send 30 percent plans to the District for a written review. No in-person meeting.
- Oversee two, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff, selected design team members, and staff (as required and/or desired). Meetings are to take place at the following levels:
 - Seventy-five Percent Design
 - Ninety Percent Design
- Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

*City of Covington - SE 256th Street Culvert Replacement and Road Widening Project, CIP No 1145
Supplement No 1: Covington Water District - SE 256th Street Water Main Extension*

Tasks	Principal Hours	Project Manager Hours	Project Eng. Hours	Civil Eng. Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management	6				
2 Preliminary Design					
30% Concept		8	24	24	
75% PS&E		24	48	80	48
95% PS&E		8	24	40	12
3 Final Contract Documents		4	4		6
4 QA/QC	12	12		12	
Hour Estimate:	18	56	100	156	66
Direct Labor Cost Billing Rate Range:*	\$35 to \$57	\$33 to \$57	\$33 to \$45	\$30 to \$39	\$13 to \$37
Estimated Direct Billing Rates:*	\$56	\$49	\$40	\$36	\$27
Direct Labor Cost:	\$1,008	\$2,744	\$4,000	\$5,616	\$1,782

Subtotal Direct Labor (DLC):	\$ 15,150
Indirect Labor Cost (Overhead) @ 183.69% x LKC:	\$ 27,829
Fee @ 30% x DLC:	\$ 4,545
Direct Non-Salary Cost:	
Printing	\$ 276
SUBTOTAL ESTIMATED COST:	\$ 47,800