

RESOLUTION NO. 280

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH PIERCE COUNTY, WASHINGTON, TO REIMBURSE THE CITY FOR ACTUAL COSTS OF CONSTRUCTION OF SANITARY SEWER IMPROVEMENTS, THE CIRQUE DRIVE PLAZA, THE CURVE AT 64<sup>TH</sup> AND GRANDVIEW AND CERTAIN OTHER MISCELLANECUS IMPROVEMENTS IN CONJUNCTION WITH THE CITY OF UNIVERSITY PLACE GRANDVIEW DRIVE WEST PHASE 3 ROAD IMPROVEMENTS CONTRACT NO. 00-11696

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Authorization. City Manager or his designee is authorized and directed to execute on behalf of the City an Interlocal Agreement with Pierce County, Washington, to reimburse the City for actual costs of construction of sanitary sewer improvements, the Cirque Drive Plaza, the curve at 64<sup>th</sup> and Grandview and certain other miscellaneous improvements in conjunction with the City of University Place Grandview Drive West Phase 3 Road Improvements Contract No. 00-11696

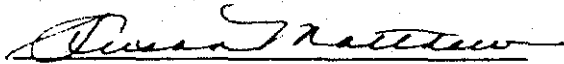
Section 2. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE CITY COUNCIL ON AUGUST 7, 2000.

  
Lorna Smith, Mayor

ATTEST:

  
Susan Matthew, City Clerk

**INTERAGENCY AGREEMENT BETWEEN THE COUNTY OF PIERCE AND THE CITY OF UNIVERSITY PLACE TO REIMBURSE THE CITY FOR ACTUAL COSTS OF CONSTRUCTION OF SANITARY SEWER IMPROVEMENTS, THE CIRQUE DRIVE PLAZA, THE CURVE AT 64<sup>TH</sup> AND GRANDVIEW AND CERTAIN OTHER MISCELLANEOUS IMPROVEMENTS IN CONJUNCTION WITH THE CITY OF UNIVERSITY PLACE GRANDVIEW DRIVE WEST PHASE 3 ROAD IMPROVEMENTS CONTRACT NO. 00-11696**

WHEREAS, the City has completed engineering design plans for roadway and related improvements to Grandview Drive West between 48<sup>th</sup> Avenue and 64<sup>th</sup> Avenue within the City collectively known as the Grandview Drive West Phase 3 project; and

WHEREAS, the County has proposed an urban trail parallel to Grandview Drive and desires to see certain additional improvements related to this trail included in the Grandview Drive West Phase 3 project and the City is willing to include those Improvements in the construction project provided the County reimburse the City for the cost of those improvements; and

WHEREAS, the City and the County have previously entered into an interagency agreement entitled "Agreement Between Pierce County and the City of University Place Regarding Grandview Drive West Phase III and the Chambers Creek Properties" dated March 17, 2000 (Grandview Drive West Phase 3 Agreement) which outlines the various responsibilities of the City and the County in regards to the Grandview Drive Phase 3 project; and

WHEREAS, the City has received and awarded a bid for the undertaking of Grandview Drive Phase 3 improvements, including the certain additional improvements called for in the Grandview Drive West Phase 3 Agreement; and

WHEREAS, the County operates a sanitary sewer utility franchise agreement within the City of University Place; and

NOW THEREFORE, the contracting parties agree as follows:

1. County will Reimburse City for Installation of Certain Improvements. In exchange for the City including certain improvements in its contract for roadway improvements, the County will reimburse the City for the actual construction costs of those improvements as set forth in Exhibit A,

subject to the maximum cost set forth in paragraph 2 below.

2. Maximum Reimbursement. Reimbursements by the County to the City shall not exceed the maximum sum of \$322,411.00. Only those expenses that are directly related to the improvements shown in Exhibit "A" herein will be reimbursed to the City. Expenses incurred due to unforeseen circumstances may be reimbursed upon the prior approval of the Wastewater Utility Manager, Pierce County Department of Public Works and Utilities.

3. City Responsibilities. The City shall be solely responsible for the preparation of requests for bids, bid advertising, project management, risk management, bookkeeping accounting, and data processing, construction management, engineering services, public relations, and for the actual performance of and the supervision of the general contract for road and sewer improvements.

The County will reimburse the City only upon receipt of photocopies of properly executed construction invoices related to the installation of the improvements received by the City from the general contractor. The County shall pay the City upon written invoices received from the City on the first business day of each month. Partial payment shall be made within 30 days upon each properly documented invoice, unless disputed by the County. The City shall retain all records including construction invoices for public inspection. Said records, originals thereof, shall be subject to inspection by the County upon written demand, therefore. Said records shall be retained by the City in accordance with audit requirements and records retention requirements for public agencies, and shall be retained for no less than five years from date of completion of the general contract. The City shall supply the County with any and all construction invoices, vouchers, and contract correspondence, in support of invoices for payment by reimbursement.

4. Performance Bond. The City shall require a performance bond for the entire cost of the construction of the road improvements and the related County improvements outlined in Exhibit A, including change orders in dollar amount from the contractor. Performance bonds shall be extended as to duration of time. The City shall require that public funds are not expended for the execution of the work for partial performance under the general contract for construction unless construction is performed to the satisfaction of the City's supervising engineer. The City shall supply the County with a true copy of the Notice of Completion and Acceptance of Work, together with all certifications of the supervising engineer.

5. City as Sole Obligor. The parties agree that the City is the sole obligor under the general contract for construction of road improvements. The City is the sole obligor for payments to the general contractor. The County shall have no financial responsibility to the general contractor under the general contract for road improvements. The City shall be wholly responsible for the supervision of the general contract for road improvements. The County shall not be responsible for supervision of the performance of the general contract for road improvements and shall not supply labor for supervision of performance or for engineering services. The County shall have no privity of contract with the general contractor for road improvements of the City. The enforcement of job site safety rules and regulations shall be the sole responsibility of the City and its supervising engineers.

The City represents to the County that it: (1) has appropriations on hand and unexpended balances in the current fiscal year and prior fiscal years, as applicable, to defray the cost of the general contract for road improvements, and (2) has all estates in land that are required for right-of-entry on the premises, as necessary, to execute the scope of work of the general agreement road improvements, together with all related costs, and is ready and able to proceed with the general contract for road improvements as soon as an approved, valid bid is received.

6. Sales and Use Taxes. The County will pay sales and use taxes imposed on goods or services acquired hereunder, as required by law. The City must pay all other taxes including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

7. Schedule of General Contract. Executed Change Orders effecting construction of the improvements shall be included with contract.

8. Defense & Indemnity Agreement. The City of University Place agrees to defend, indemnify and save, harmless the County, its appointed and elective officers and employees from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the City of University Place, their subcontractors, its successor or assigns, or its or their agent, servants or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

9. Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

10. All Writings Contained Herein. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties thereto. Any oral representation or understandings not incorporated herein are excluded. Further, any modifications of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and shall be cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provisions of this Agreement does not constitute a waiver of any provisions of this Agreement.

11. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the laws of the State of Washington.

12. Entire Agreement. This writing constitutes the entire Agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification hereof shall be effective unless and until such modification is evidenced by writing, signed by all parties to this Agreement.

13. Miscellaneous. All covenants herein shall be conditions. Time shall be of the essence. Failure on the part of either party to enforce any provisions of the Agreement shall not be construed as a waiver or the right to compel enforcement of such provision of any other provision. The singular number of shall include the plural, and the masculine gender shall include the feminine gender and neuter gender whenever the context of this Agreement permits.

\\  
\\

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

CITY OF UNIVERSITY PLACE:

PIERCE COUNTY:

\_\_\_\_\_  
CITY MANAGER Date

\_\_\_\_\_  
DEPARTMENT DIRECTOR Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY Date

\_\_\_\_\_  
DEPARTMENT DIRECTOR Date

\_\_\_\_\_  
BUDGET & FINANCE Date

\_\_\_\_\_  
EXECUTIVE DIRECTOR Date

\_\_\_\_\_  
COUNTY EXECUTIVE Date

**EXHIBIT "A"**  
**List of Improvements in Grandview Phase 3 Project**  
**Reimbursable by Pierce County**

<u>Item Description</u>	<u>Amount</u>
<b>Realignment of Curve at 64th and Grandview</b>	
1 Additional right-of-way for new curve radius	\$ 15,600.00
2 Additional Design Engineering for new cruve radius	21,050.00
3 Additional Roadway Construction	52,159.00
4 Additional Sidewalk Construction	18,164.00
5 Additional Landscaping	40,666.00
Subtotal Realignment of Curve	<u>\$ 147,639.00</u>
<b>Other Improvements</b>	
6 Sewer Adjustments	1,875.00
7 Fencing	43,806.00
8 Curve Wall at 64th and Grandview	51,712.00
9 Cirque Drive Plaza	35,000.00
Subtotal Other Improvements	<u>132,393.00</u>
10 Underground Electrical Lines	30,879.00
11 Construction Management - Gray and Osborne	11,500.00
<b>Total</b>	<u><u>\$ 322,411.00</u></u>

**EXHIBIT "B"**

**General Contract for Grandview Drive Phase 3 Road Improvements, City of University Place**

UNOFFICIAL DOCUMENT