

When recorded return to:  
City of Olympia  
PO Box 1967  
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF OLYMPIA AND LOTT ALLIANCE  
FOR  
PERCIVAL CREEK PUMP STATION - RECLAIMED WATER LINE**

This agreement is made and entered into this 12<sup>th</sup> day of January 2009, by and between the LOTT Alliance, herein referred to as "LOTT," and the City of Olympia, herein referred to as the "CITY."

**Whereas**, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**Whereas**, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

**I. Purpose/Objective**

The purpose of this Agreement is to incorporate construction of a reclaimed water line for LOTT, into the CITY's Percival Creek Pump Station project and for the CITY to receive reimbursement by LOTT for costs of the reclaimed water line construction and inspection services.

## **II. Scope of Agreement/Work**

The CITY agrees to perform, or cause to be performed, all work and furnish, or cause to be furnished, all materials and equipment required to design, bid, award and construct the project described in Exhibit A, attached hereto and incorporated by this reference. The project shall be bid and constructed in accordance with this Agreement and all applicable city, state, and federal laws and regulations.

## **III. Payment**

A. The CITY agrees to complete the construction of the reclaimed water main on a time and materials basis. The current Engineer's estimate of five hundred thirty-seven thousand four hundred twenty dollars and ten cents (\$537,420.10) is shown in Exhibit B, attached hereto and incorporated by this reference. LOTT agrees to pay the CITY the actual costs for construction of the reclaimed water main and actual costs for inspection services. LOTT also agrees to pay the City \$1,500 to amend the existing pipeline crossing license with Burlington Northern Santa Fe (BNSF) to include the reclaimed water main within the casing that crosses under the tracks at Deschutes Parkway. LOTT also agrees to pay additional engineering and management fees for the work necessary to include the reclaimed water main within the Percival Creek Pump Station project.

B. The amounts paid shall include all applicable sales and use tax.

## **IV. Method of Payment**

Upon completion of the work described in this Agreement, and upon inspection and acceptance by LOTT, the CITY will invoice LOTT for actual costs and LOTT will pay such invoice within thirty (30) days of receipt.

For only that portion of the project that crosses Deschutes Parkway, and upon approval by BNSF, the City will assign the reclaimed water main to LOTT. LOTT will be responsible for filing a new pipeline crossing license with BNSF and pay all fees associated with the license. LOTT will file the pipeline crossing license with BNSF within thirty (30) days of inspection and acceptance of the work.

## **V. Indemnification**

A. LOTT agrees to defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the LOTT's performance of this Agreement, except to the extent such injuries and damages are caused by the negligence of the CITY.

B. The CITY agrees to defend, indemnify and hold LOTT, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the CITY's performance of this Agreement, except to the extent such injuries and damages are caused by the negligence of the LOTT.

**VI. Joint Board**

This Agreement creates no Joint Board and no separate legal entity.

**VII. Duration of Agreement**

This Agreement shall be effective until completion of work unless otherwise terminated in the manner described under the termination section of this Agreement.

**VIII. Termination of Agreement**

This Agreement may be terminated upon sixty (60) days notice to the other party using the method of notice provided for in this Agreement. If this Agreement is terminated by the CITY, it shall promptly reimburse LOTT for any expenditure incurred by LOTT related to the work described in this Agreement.

**IX. Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by CITY and LOTT, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

**X. Recording**

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

**XI. Notice**

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

City of Olympia Public Works

Re: Percival Creek Pump Station - Reclaimed Water Line

PO Box 1967

Olympia, WA 98507-1967

LOTT ALLIANCE

Engineering Director for LOTT Alliance

Re: Percival Creek Pump Station - Reclaimed Water Line

111 Market Street NE, Suite 250

Olympia, WA 98501

**XII. Interpretation and Venue**

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

**XIII. Effective Date**

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

**CITY OF OLYMPIA**

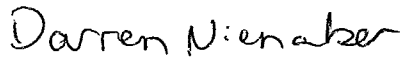
By: 

Jeff Kingsbury

Its: Mayor Pro Tem

Date: 11-18-08

Approved as to form:



Darren Nienaber, Deputy City Attorney

**LOTT ALLIANCE**

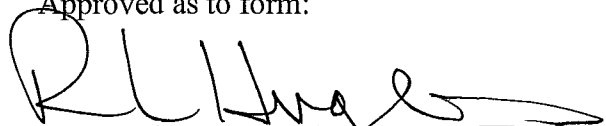
By: 

Doug Mah

Its: Board President

Date: 1-12-09

Approved as to form:



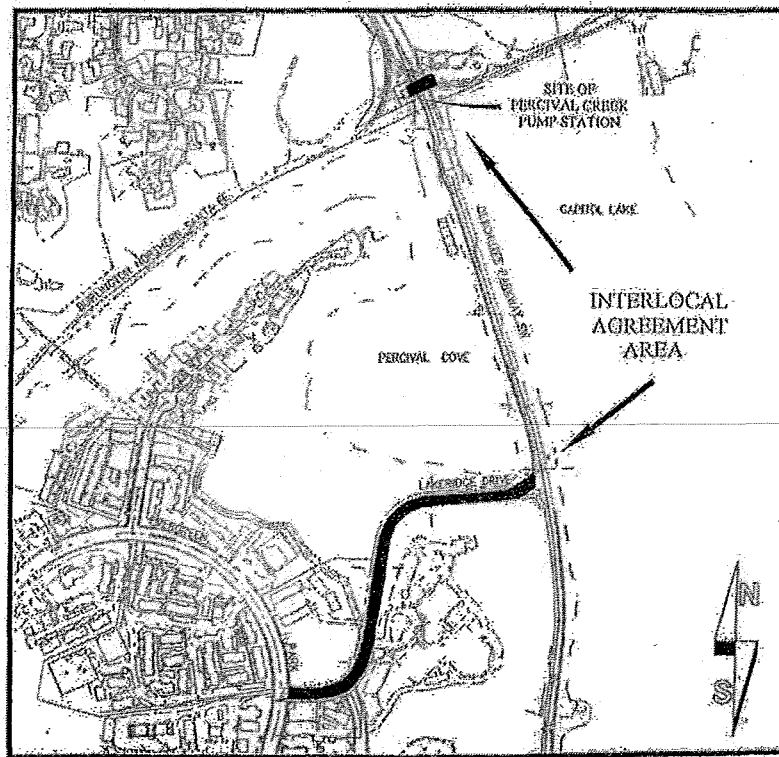
Rick Hughes, General Counsel

## EXHIBIT A

### Scope of Work

#### Project Location:

The reclaimed water main will link to a 12-inch reclaimed water main at Heritage Park and extend across Deschutes Parkway to the west in a casing to be installed with the potable water main that is part of the Percival Creek Pump Station and Distribution Main project. An additional reclaimed water main will connect to an existing 20-inch main on Deschutes Parkway and extend west approximately 1900 feet up Lakeridge Drive to Evergreen Parkway, paralleling a new 16-inch potable water main that will also be installed as part of the Percival Creek Pump Station Project. Location of the Percival Pump Station Reclaimed water main is shown on the map below.



#### Project Description:

Construction of the Reclaimed Water Main as part of the Percival Creek Pump Station and Distribution Main project is a cooperative effort between LOTT ALLIANCE and the CITY of Olympia.

The reclaimed water main will provide reclaimed water to West Olympia for purposes such as irrigation and other approved uses. Construction of the reclaimed water main will be completed as designated in the project plans and specs, per CITY project number CX37, Percival Creek Pump Station and Distribution Main. The CITY will advertise, bid, construct and inspect the reclaimed water main as part of the CITY project.

## Exhibit B

## Opinion (Estimate) of Probable Cost

Project No.		Date				
216 2717 009		October 16, 2008				
Project Name LOTT Alliance - Lakeridge Drive/Deschutes						
Location Olympia, WA						
Owner LOTT Alliance						
Estimated By: R Hermes		Checked By:	Approved By:			
Date: 10/31/08		Date:	Date:			
ITEM NO.	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1	1-10	Project Temporary Traffic Control	1	LS	\$1,000.00	\$1,000.00
2	2-02	Removal of Structures and Obstructions	1	LS	\$4,000.00	\$4,000.00
3	4-04	Crushed Surfacing Base Course	525	TN	\$45.00	\$23,625.00
4	4-04	Crushed Surfacing Top Course	200	TN	\$45.00	\$9,000.00
5	5-04	HMA Class 1/2 PG 64-22	440	TN	\$160.00	\$70,400.00
6	5-04	Planing Bituminous Pavement	3,660	SY	\$10.00	\$36,600.00
7	5-04	Asphalt Concrete Class B for Patching	60	TN	\$120.00	\$7,200.00
8	7-08	Bank Run Gravel for Trench Backfill	850	CY	\$35.00	\$29,750.00
9	7-16	Toning Wire Test Station	4	EA	\$500.00	\$2,000.00
10	7-16	Flex-Tend Assembly, 8 Inch	1	EA	\$7,000.00	\$7,000.00
11	7-16	D.I Pipe for Reclaimed Water Main, 4 In.	10	LF	\$100.00	\$1,000.00
12	7-16	D.I Pipe for Reclaimed Water Main, 8 In.	10	LF	\$200.00	\$2,000.00
13	7-16	D.I Pipe for Reclaimed Water Main, 12 In.	113	LF	\$250.00	\$28,250.00
14	7-16	PE Pipe for Reclaimed Water Main, 8 In.	1,790	LF	\$75.00	\$134,250.00
15	7-16	Gate Valve 4 In.	1	EA	\$800.00	\$800.00
16	7-16	Gate Valve 8 In.	1	EA	\$1,600.00	\$1,600.00
17	7-16	Gate Valve 12 In.	5	EA	\$1,800.00	\$9,000.00
18	7-16	2 In. Blowoff Assembly and Chamber	1	EA	\$4,000.00	\$4,000.00
19	7-16	4 In. Blowoff Assembly and Chamber	1	EA	\$6,000.00	\$6,000.00
20	7-16	Water	1,500	M gal.	\$25.00	\$37,500.00
21	7-16	Flush, Pig & Disinfect Ex. 20 In. Nom. Diam. SS Low Pressure Main (Pe)	1	LS	\$75,000.00	\$75,000.00
22	8-01	Erosion/Water Pollution Control	1	LS	\$2,000.00	\$2,000.00
23	8-01	Property Restoration	1	LS	\$2,000.00	\$2,000.00
24	8-22	Paint Line	1,800	LF	\$1.00	\$1,800.00
						\$0.00
Subtotal Project Cost						\$495,775.00
Sales Tax(8.4%)					8.4%	\$41,645.10
TOTAL PROJECT COST						\$537,420.10