

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
MANHOLE REHABILITATION**

This agreement is made and entered into this 28th day of April 2008, by and between the LOTT Alliance, herein referred to as the "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 and the documents incorporated herein, the parties agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to incorporate the rehabilitation of a LOTT manhole into the CITY's Lilly Road Sewer Pipe Replacement project, project number CZ12. The LOTT manhole is located at the intersection of Lilly Road and Martin Way. LOTT will reimburse the CITY for costs related to the manhole rehabilitation work including engineering costs as described in paragraph III(A).

II. Scope of Agreement/Work

A. 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 design and construction rehabilitation of LOTT manhole. The current Engineer's estimate for manhole rehabilitation is Fifteen Thousand One Hundred Thirty Two and No/100 (\$15,132.00) as outlined in Exhibit B. LOTT agrees to reimburse the CITY for all actual costs related to rehabilitation of the manhole, including engineering costs at 25% of construction costs directly related to the manhole rehabilitation work described in this Agreement, an estimate of which is shown in Exhibit B, attached hereto and incorporated by this reference.

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

IV. Method of Payment

A. The CITY agrees to invoice LOTT for actual costs related to the rehabilitation.

B. Upon completion of the manhole rehabilitation work described in this Agreement, and upon inspection and acceptance by LOTT, the City will invoice LOTT and LOTT will pay such invoice within 30 days of receipt.

V. Indemnification

A. 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 the Agreement, except to the extent such injuries and damages are caused by the negligence of the LOTT.

B. 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 LOTT's performance of this Agreement, except to the extent such injuries and damages are caused by the negligence of the CITY.

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.

IX. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the 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: Lilly Road Sewer Pipe Replacement CZ12
PO Box 1967
Olympia, WA 98507-1967

LOTT ALLIANCE
Engineering Director
Re: Lilly Road Sewer Pipe Replacement 4590208
111 Market Street NE, Suite 250
Olympia, WA 98501

XII. Equal Opportunity to Draft

The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

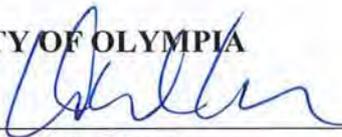
XIII. Interpretation and Venue

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.

XIV. Effective Date

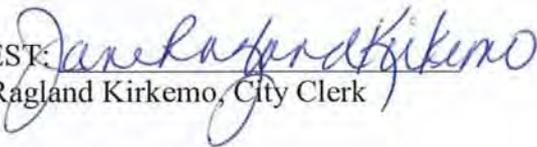
This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

CITY OF OLYMPIA



Doug Mah, Mayor

Date: 3-25-08

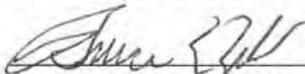
ATTEST: 
Jane Ragland Kirkemo, City Clerk

Approved as to form:



Annaliese Harksen, Asst. City Attorney

LOTT ALLIANCE

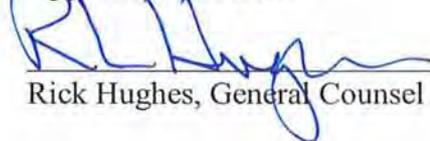


Bruce Zeller, Vice President

Date: 4/23/08

ATTEST: 
Erin Michael, Corporate Secretary

Approved as to form:



Rick Hughes, General Counsel

EXHIBIT B
Cost Estimates

CZ12 - LOTT ALLIANCE Manhole Rehabilitation					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
109-010	Mobilization	LS	1	\$800.00	\$800
110-030	Traffic Control Labor	HR	96	\$44.00	\$4,224
110-040	Traffic Control Supervisor	HR	3	\$45.00	\$135
110-110	Temporary Traffic Control Devices	LS	1	\$1,000.00	\$1,000
705-132	Manhole Rehabilitation 48 inch diameter	VF	26	\$300.00	\$7,800

SUB-TOTAL= \$13,959
8.4% SALES TAX= \$1,173

"ENGINEER'S ESTIMATE" TOTAL = \$15,132

Engineering and inspection costs will be billed at 25% of the construction contract.

EXHIBIT A

Scope of Work

Project Location:

The location of the CITY project, Lilly Road Sewer Pipe Rehabilitation, is Lilly Road from Martin Way to Ensign Road.

The LOTT manhole is located at the intersection of Martin Way and Lilly Road.

Project Description:

The CITY is constructing improvements to the sewer main located on Lilly Road between Martin Way and Ensign Road. As part of the Lilly Road Sewer Pipe Replacement Project,, the CITY will incorporate rehabilitation of the LOTT manhole, located at the intersection of Martin Way and Lilly Road. Construction of the LOTT Manhole will be completed as designated in the project plans and specs, per CITY project number CZ12.

The CITY will design, advertise, bid, construct and inspect the manhole rehabilitation work as part of the CITY's project.