

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF RIDGEFIELD
AND CLARK REGIONAL WASTEWATER DISTRICT
FOR PIPE PROTECTION AND VALVE RELOCATION CONSTRUCTION**

THIS IS AN INTERLOCAL AGREEMENT for pipe protection and valve relocation construction entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the **Clark Regional Wastewater District**, a special purpose district providing wastewater services within Clark County, Washington (the "District"), and the **City of Ridgefield**, a municipal corporation and charter city of the second class in the State of Washington (the "City").

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform; and

WHEREAS, the City is planning construction of the Royle Road S 19th to 460 LF N of S 15th Project and the District owns sewer facilities that require relocation to facilitate the construction; and

WHEREAS, it is in the public interest for the City and the District to include the protection and relocation of sewer facilities within the City's Royle Road project;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

The parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for construction of the District Work (as defined below) as part of the City Project (as defined below).
2. **RECITALS ADOPTED.** The recitals set forth above are hereby adopted as the factual basis for this Agreement.
3. **DEFINITIONS.** Unless otherwise indicated in this Agreement, the following terms are defined as set forth below:

“Agreement” means this document and its terms, conditions, covenants, and performances as well as the attached Exhibits, which are incorporated herein and made a part hereof.

“City Project” means a project specified in a bid package generated by the City for the purpose of hiring a contractor to construct the Royle Road S 19th to 460 LF N of S 15th St Project.

“District Work” means protection and relocation of District sewer facilities as shown and described on Exhibit A, attached hereto and incorporated by this reference.

“Punch list” means a list of tasks to be completed in order for the District Work to be accepted by the District.

“Working days” means Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

4. RESPONSIBILITIES OF PARTIES.

4.1. The City is responsible to contract for performance of the District Work as required by

this Agreement.

4.2. The District is responsible to pay the City as required under this Agreement for the District Work.

5. TERM. The term of this Agreement is from date of execution through December 31, 2022.
6. TERMINATION. Prior to award of the bid for the City Project, this Agreement may be terminated based on the mutual agreement of the parties. After award of the bid, either party may terminate this Agreement only if the other party is in default under this Agreement and the default has not been corrected within a reasonable period of time, in light of the default, after notice of default.

6.1. Before or after paying reimbursement pursuant to this Agreement, the District has the right to seek any and all remedies available at law, in contract or in equity, singly or in combination, in a court of competent jurisdiction.

7. CONSTRUCTION AND BID DOCUMENTS.

7.1. The City, acting on behalf of the District, shall contract for construction of the District Work, in accordance with this Section.

7.2. The bid documents must include construction of the District Work per the District's plans, special provisions and standard specifications, per the 2020 Washington State Standard Specifications for Road, Bridge, and Municipal Construction, and per any other District standards and requirements ("District Plans").

7.3. The District shall ensure that all District standards and requirements are set forth in the adopted bid documents, and that it has supplied the City with all applicable standards, codes, regulations, or any other requirements that the District must meet in order for the

District Work to be included in the bid documents.

7.4. If the Agreement is terminated before the bid is awarded, the City shall delete the District Work from the City Project. The District agrees to reimburse the City for engineering costs and direct and related indirect costs incurred by the City for deleting the District Work from the City Project, and to pay such costs in accordance with Section 10 (Billing Method and Process).

8. CONSTRUCTION, INSPECTION, AND ACCEPTANCE.

8.1. The City agrees to administer the District Work on behalf of the District.

8.2. All materials removed by the City shall be reclaimed or disposed of by the City and shall become the property of the City or the Contractor if so designated in the bid documents.

8.3. All contact between the District and the City's contractor shall be through the City's representatives. However, a District inspector will be allowed on the District Work project site to observe the construction of District Work and verify that the City's contractor is complying with the District Plans.

8.4. The City shall promptly notify the District in writing when the District Work is completed.

8.5. Upon completion of the District Work, and at the request of the District, the City will provide the District with inspection documentation, including but not limited to inspection reports, compaction test results and material submittals.

8.6. The District shall, within twenty (20) calendar days of being notified that the District Work is completed: (a) deliver a written letter of acceptance to the City, or (b) deliver to the City a written explanation in punch list format detailing the reasons why the District Work does

not comply with the District Plans. The District agrees to work diligently and in good faith with the City to resolve any issues relating to the District Work so as not to delay the City Project. If issues raised by the District are resolved, the District agrees to deliver to the City the letter of acceptance.

- 8.7. If the District does not respond within twenty (20) calendar days as provided in Section - 8.6, the District Work and the administration thereof will be deemed accepted by the District, and the City shall be released from all future claims and demands.
- 8.8. Upon completion and acceptance of the District Work pursuant to Sections 8.6 and 8.7, the District agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of the District Work , without City liability or expense; provided, that the District shall not be responsible for any repair and maintenance costs that are the responsibility of the City's Contractor.
- 8.9. The City will prepare the final construction documentation, including the District Work, in general conformance with the City's construction practices. The City will maintain one set of plans as the official "as-built" set, then make notations in red of all plan revisions typically recorded per standard City practice. Once the District has accepted the District Work per Sections 8.6 or 8.7, the City upon request by the District will provide one copy of the record drawings to the District in PDF format.
9. COST OF WORK. The District agrees that it shall be responsible for the actual direct and related indirect costs of the District Work, including but not limited to mobilization, construction engineering, survey, contract administration, and overhead costs. The estimated cost of the District Work is forty-five thousand and forty-one dollars (\$45,041) plus a 0.5% fee for construction services (totaling \$226) plus a 20% contingency (totaling \$9,054) ("Cost

Estimate”). An itemized estimate of the District’s responsibility for costs of the District Work to be performed by the City on behalf of the District is included in Exhibit B-Schedule C, attached hereto and incorporated by this reference. The parties agree that the Cost Estimate is provided only for informational purposes, and that the District’s total financial responsibility may be more or less than the amount indicated in the Cost Estimate, dependent upon the actual costs of the District Work.

10. BILLING METHOD AND PROCESS.

10.1. Should the District fail to make payment according to the terms of this Agreement, the City shall have the right to terminate this Agreement, charging the District for the City’s associated costs of termination including non-cancellable items, City costs resulting from a delay due to the termination, and unpaid contractor charges for the District Work.

10.2. The District, in consideration of the District Work to be done by the City, agrees to pay the City for the actual direct and related indirect cost of all District Work for which the District is responsible, including mobilization, construction engineering, survey, construction administration, and overhead costs. The City shall invoice the District, providing with the invoice sufficient documentation and information to justify the costs. The District agrees to pay the City within thirty (30) calendar days of receipt of an invoice; provided, that if the District disagrees with all or part of an invoice, the District shall notify the City of the disagreement within twenty (20) calendar days of receipt of an invoice. The notice shall include an explanation of the disagreement and supporting documentation and information, if any. The District shall pay all parts of an invoice that are not contested within the thirty-day period. The District shall pay a contested portion of an invoice within thirty (30) calendar days after the parties resolve the disagreement.

10.3. Billing for services will be monthly after commencement of construction until the City Project is complete.

10.4. Payments that are not paid within the applicable periods in Section 10.2 shall be considered delinquent. Delinquent charges shall accrue interest from the date of delinquency until paid, at an interest rate of one percent (1%) per month, and shall be assessed a twenty-five dollar (\$25.00) late charge each month that the amount is delinquent.

10.5. Payments will be remitted to the following address:

City of Ridgefield
Finance Department
PO Box 608
Ridgefield, WA 98642

11. CHANGE IN WORK OR COST INCREASE.

11.1. If unforeseen conditions cause the estimate of the District Work to exceed the Cost Estimate (including sales tax, engineering, and contingencies) as shown on Exhibit B by more than ten percent (10%), the City will notify the District of such increase within five (5) working days of the date the City receives information concerning such cost increase.

11.2. If the City desires to add to or change the District Work, it shall give notice to the District, except as provided in Section 11.3 below. The District shall respond to the City request within five (5) working days of receipt of the request. The City cannot proceed with the addition or change to the District Work unless the District approves the addition or change in writing. If the District fails to respond to the City's request, the District shall be deemed to have denied the request. The District agrees to pay all costs associated with any District-approved addition or change to the District Work, as well as the costs of City

Project or District Work delays and/or City- approved contractor claims associated with the District's failure to respond timely.

- 11.3. When the City determines that a change in the District Work is required to mitigate a City Project emergency or safety threat to the traveling public, the City will direct the change without the District's prior approval. The City will notify the District of such change in writing and the basis for the emergency or safety threat as soon as possible thereafter.
- 11.4. The District may request in writing additions to the District Work. The City shall respond to the District request within five (5) working days of receipt of the request. The City will implement the requested changes as "elective changes," as long as the change does not negatively impact the City's Project and complies with the bid documents, City Project permits, applicable laws, rules and regulations, and/or City policies, and does not unreasonably delay critically scheduled City Project activities.
- 11.5. The District agrees to pay for the increases in City Project cost, if any, for elective changes approved under Section 11.4 in accordance with Section 10 (Billing Method and Process).
- 11.6. The City will make available to the District all change order documentation related to the District Work.
- 11.7. Any contractor request submitted to the City for permission to use different materials or structures for the District Work will be provided to the District for immediate review. The District will have five (5) working days to advise the City as to whether it accepts the different material or structure. If no response is made within the five (5) working days by the District, the City contract manager designated under Section 12 will

be allowed to make a determination on the District's behalf.

12. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the District General Manager and the City Manager shall administer this Agreement, monitor service level and budget provisions of this Agreement, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

13. DISPUTE RESOLUTION. In the event of a dispute between the District and the City which cannot be resolved by the contract managers, the District General Manager and the City Manager or their designated representatives shall review such dispute and may attempt to resolve the dispute.

13.1. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of this Agreement that cannot be resolved by the District General Manager and the City Manager may be submitted to mediation.

13.2. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the Superior Court of Clark County, Washington. Each Party shall be responsible for its own attorney's fees and costs.

14. INDEPENDENT CONTRACTOR. Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party. The City shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee

of the District an employee of the City or any employee of the City an employee of the District for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

15. HOLD HARMLESS/INDEMNIFICATION. To the extent authorized by law, the District and City shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement, provided, that if such claims are caused by or result from the concurrent negligence of (a) the District and (b) the City, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the District or the City, and provided further, that nothing herein shall require the District or City to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers, contractors or agents. The terms of this section shall survive the termination of this Agreement.

15.1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against either party, each party retains the right to participate in said suit if any principle of public law is involved.

15.2. This indemnity and hold harmless provision shall include any claim made against either Party by an employee, officer, contractor, subcontractor or agent of the other Party,

even if the other Party is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the first Party. Both Parties specifically acknowledge that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that each party provide the other Party with the broadest scope of indemnity permitted by RCW 4.24.115.

16. ATTORNEYS FEES AND COSTS. The Parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

17. NO THIRD PARTY BENEFICIARY. The District does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the District. The District and City do not intend there be any third-party beneficiary to this Agreement.

18. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CITY OF RIDGEFIELD
P.O. Box 608
Ridgefield, Washington 98642
Attention: City Manager

To the District:

CLARK REGIONAL WASTEWATER DISTRICT
PO Box 8979
Vancouver, WA 98668-8979
Attention: General Manager

The name and address to which notices shall be directed may be changed by either Party giving the other notice of such change to the other as provided in this section.

19. WAIVER. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
20. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Section 5 (Term). Its method of termination is set forth in Section 6. Its manner of financing and of establishing and maintaining a budget therefor is described in Sections 9 (Cost of Work) and 10 (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
21. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.
22. AMENDMENT. The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties, except as provided in previous sections.
23. AUDIT AND RECORDS. During the progress of the District Work and for a period of not less than three (3) years from the date of final payment, both Parties shall maintain the records and accounts pertaining to the District Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the other Party, State of Washington, and/or Federal Government, and copies of all records, accounts, documents or

other data pertaining to the District Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

24. DOCUMENT EXECUTION AND FILING. The District and the City agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the District and the City. Upon execution, one executed original of this Agreement shall be retained by the Ridgefield City Clerk and one shall be retained by the District. The Ridgefield City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the City website, each such duplicate original shall constitute an agreement binding upon the Parties. One each of the duplicate originals shall be distributed to the designated agents of the Parties, named as follows:

Bryan Kast, P.E.
City of Ridgefield, Public Works Director
P.O. Box 608
Vancouver, Washington 98642

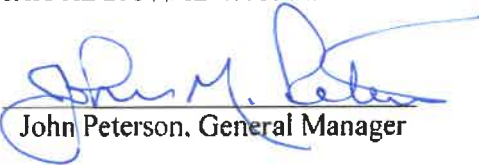
Heath Henderson, P.E.
Clark Regional Wastewater District, District Engineer
PO Box 8979
Vancouver, WA 98668-8979

25. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.


26. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the District and City have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 23 day of September, 2021.

CLARK REGIONAL WASTEWATER DISTRICT

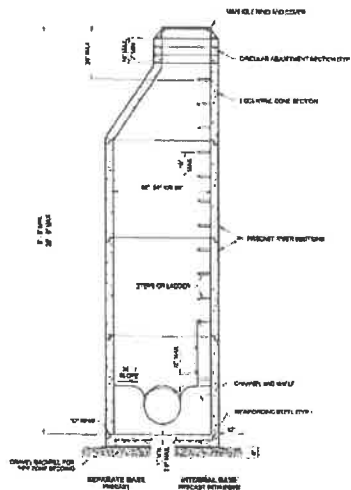
By: 
John Peterson, General Manager

CITY OF RIDGEFIELD, a municipal corporation

By: 
Steve Stuart, City Manager

ATTACHMENTS:
EXHIBIT "A"
EXHIBIT "B"

DESIGNER: LUNGLUND



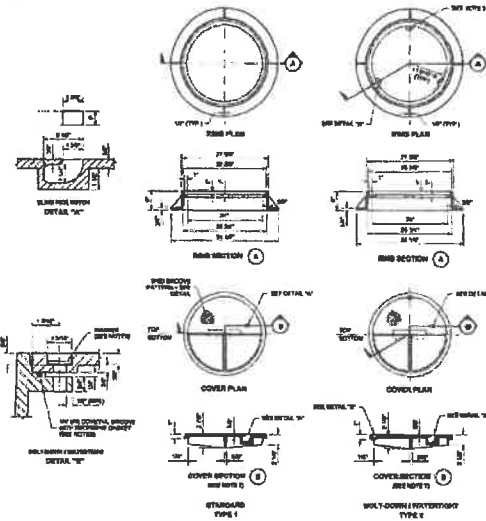
- NOTES
1. Curbside shall have a top elevation of 2" minimum to 2.5" maximum
 2. For pipe elevations, see Standard Plan S-19-25.

MANHOLE DIMENSION TABLE					
DIAM	MIN WALL THICKNESS	MIN BASE THICKNESS	MIN RISE/OUTLET DIA	MINIMUM DISTANCE BETWEEN RISE/OUTLETS	MINIMUM RISE/OUTLET DIA
48"	4"	8"	36"	8"	8"
54"	4.5"	8"	42"	8"	8"
60"	5"	8"	48"	8"	8"



MANHOLE TYPE 1
STANDARD PLAN S-19-20-01
 SHEET 1 OF 1 SHEET
 APPROVED FOR PUBLICATION
 DRAWN BY: J. R. JOHNSON
 CHECKED BY: J. R. JOHNSON
 DATE: 05/20/13

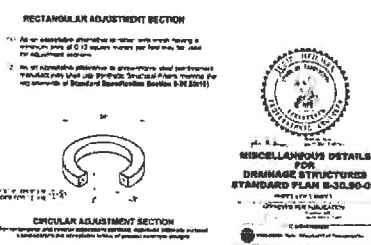
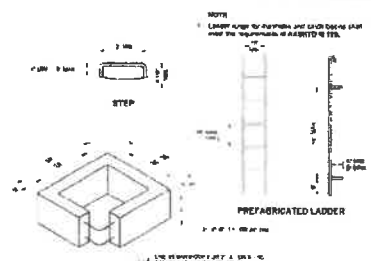
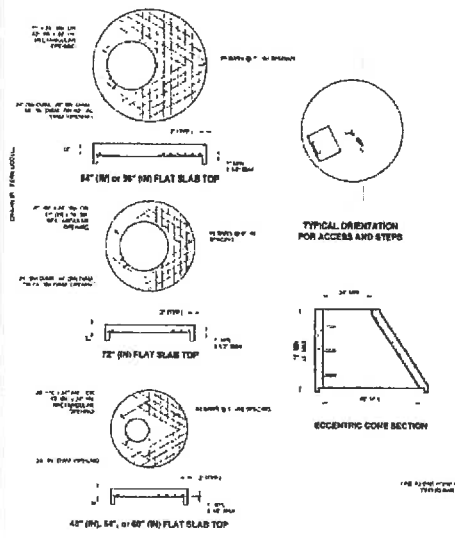
DESIGNER: LUNGLUND



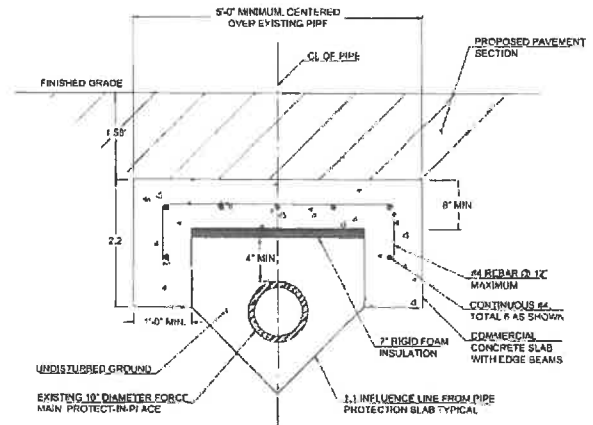
- NOTES
1. The ground and ground water table in the area shown or in the vicinity of the structure. The ground may be "T" marked in section. The ground may be used as evidence.
 2. Additional engineering is required on all bridges, gullies, and culverts, unless otherwise indicated by the Contract. Provide 2" pipes in the joints and are vertically aligned with the grade of lower side. The forms must exceed the 24" thickness shown (S.D. 347 - 11) by 2.5" and also level one more by being tapered, or other approved method. Location of ball down holes shall be as indicated.
 3. For ball-down markings, they and covers that are not detailed "throughout" the respective gullies, gullies, and culverts are not required.
 4. The gully shall be covered "throughout".
 5. In the case of ball-down covers for multiple openings, a single 2" ball-down hole is acceptable. FAB location and number of holes may vary by manufacturer.
 6. Alternative reinforcing details are acceptable in lieu of the details shown.
 7. For clarity, the vertical scale of this drawing has been exaggerated, a 1 to 1/2 inch vertical scale (100:1).



CIRCULAR FRAME (JUNK) AND COVER
STANDARD PLAN S-30-70-01
 SHEET 1 OF 1 SHEET
 APPROVED FOR PUBLICATION
 DRAWN BY: J. R. JOHNSON
 CHECKED BY: J. R. JOHNSON
 DATE: 05/20/13



MISCELLANEOUS DETAILS FOR DRAINAGE STRUCTURES
STANDARD PLAN S-30-90-02
 SHEET 1 OF 1 SHEET
 APPROVED FOR PUBLICATION
 DRAWN BY: J. R. JOHNSON
 CHECKED BY: J. R. JOHNSON
 DATE: 05/20/13



NOTE: PROVIDE PIPE PROTECTION SLAB UNTIL 3'-0" OR MORE COVER IS PROVIDED BETWEEN THE TOP OF THE PIPE AND FINISHED GRADE. CONTRACTOR TO FILL IN EVERY 50 FEET AND VERIFY PIPE ALIGNMENT.

SANITARY MAIN PROTECTION SLAB DETAIL
 THIS

FINAL

PBS Engineering and Construction
 1100 15th Avenue, NW
 Seattle, WA 98107
 206.461.1100

PBS

CITY OF RIDGEFIELD STANDARD DETAILS
S ROYLE ROAD, S 19TH TO 460 LF N OF S 15TH
 CITY OF RIDGEFIELD, WASHINGTON

IF THIS LINE IS NOT IN THIS DRAWING IS NOT TO SCALE

DESIGNED: MCD
 CHECKED: CLK
 DATE: JUN 11 2013

SHEET NO. **STD02**
 SHEET 72 OF 80

EXHIBIT B - COST ESTIMATE

SCHEDULE C - SANITARY SEWER					
Item No.	Apprx. Quantity	Unit	Description	Unit Price	Total
85	1	LS	Mobilization	\$ 2,500	\$ 2,500
86	3	EA	Adjust Locate Station	\$ 250	\$ 750
87	1	EA	Adjust Cleanout	\$ 250	\$ 250
88	70	CY	Sanitary Force Main Protection Cap	\$ 365	\$ 25,550
89	1	EA	Sanitary Force Main Air Release Valve	\$ 12,500	\$ 12,500
				Subtotal	\$ 41,550
				Tax (8.4%)	\$ 3,490
				Schedule C Total	\$ 45,040

District Work =	\$	45,040.20
Construction Services Fee (0.5%) =	\$	225.20
Subtotal =	\$	45,265.40
Contingency (20%) =	\$	9,053.08
TOTAL =	\$	54,318.48