



PUBLIC WORKS

July 20, 2010

Port of Everett
Attn: John Klekotka, P.E.
Chief of Engineering & Planning
P.O Box 538
Everett, WA 98206

Dear John,

Attached is your original copy of the Interlocal Agreement between The City of Everett and the Port of Everett for the Port of Everett Infrastructure Improvement Project.

If you have any questions please contact Ryan Sass @ 425-257-8942 or email at rsass@ci.everett.wa.us

Sincerely,

Peggy Cornish
Office Supervisor

Attachment

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
EVERETT AND THE PORT OF EVERETT FOR THE PORT OF
EVERETT INFRASTRUCTURE IMPROVEMENT PROJECT**

THIS AGREEMENT is made and entered into by and between the **City of Everett**, a first class charter city under the laws of the state of Washington (the “CITY”), and the **Port of Everett**, a port district under the laws of the State of Washington (the “PORT”).

The City of Everett (CITY), operating under an extension of Washington State Departments of Transportation Local Programs Certification Acceptance (CA), is to define, for the Port of Everett (PORT) for the federal funded PORT Infrastructure Improvement Project, the responsibilities for grant administration, consultant selection, consultant agreements, development of plans, specifications, and estimate, environmental documents, acquisition of right of way, advertisement, award and execution of contract, and construction administration including but not limited to inspection, change orders and final project documentation.

The PORT shall administer the PORT Infrastructure Improvement Project entirely in accordance with the Local Agency Guidelines (LAG), this Agreement and direction as provided by the CITY. Failure to comply with the LAG, this Agreement or the direction of the CITY may result in loss of Federal funds.

- 1) The CITY’S CA Manager and the PORT’S Project Manager are:

CITY

City of Everett
Ryan Sass, P.E.
City Engineer
3200 Cedar Street
Everett, WA 98201
(425) 257-8942
FAX (425) 257-8856
E-mail – rsass@ci.everett.wa.us

PORT

Port of Everett
John Klekotka, P.E.
Chief of Engineering & Planning
P.O. Box 538
Everett, WA 98206
(425) 388-0715
FAX (425) 388-0702
E-mail – johnk@portofeverett.com

- 2) All formal submittals outlined herein, either from the CITY or from the PORT, will be sent through the designated CA Manager.
- 3) The PORT shall obtain concurrence from the CITY for any Grant application or submittal that requires CA status and administered under this document prior to submittal to the appropriate Grant Program administrator.
- 4) The PORT shall obtain approval from the CITY in the solicitation and selection of a Consulting Engineering firm for Right of Way and Construction Engineering services. In

addition, the PORT shall obtain the approval from the CITY of the Consulting Engineering Agreement prior to execution. (see LAG chapter 31).

- 5) Contract plans, specifications and cost estimates (PS&E) shall be prepared in accordance with the current State of Washington Standard Specifications for Road, Bridge and Municipal Construction, and amendments thereto, and adopted design standards (see LAG chapter 44). The CITY will review the PS&E to ensure compliance with the LAG.
- 6) Any deviations to design standards must be stamped by a Professional Engineer licensed in the State of Washington. The PORT shall submit the design deviation to the CITY for further processing and approval.
- 7) The PORT shall be responsible for all required environmental documentation (SEPA and NEPA) and shall submit all required NEPA documentation to the CITY for further processing and approval (see LAG chapter 24). The PORT shall be responsible for obtaining all required permits and approvals.
- 8) No Right of Way (R/W) action shall proceed until the PORT contacts the Local Agency Right of Way Coordinator. The PORT shall follow current R/W Procedures as described in the LAG (see LAG chapter 25). The CITY shall be advised of all meetings preliminary to R/W acquisition. All acquisitions of R/W such as construction easements, donations, permits, etc. shall be certified by the PORT and reviewed by the CITY.
- 9) The PORT shall forward the proposed advertisement for bids to the CITY for approval. Upon approval, the PORT may begin advertisement for bids (see LAG chapter 46). The PORT shall keep the CITY advised on any pre-award issues affecting the quality and timing of the contract. Any required addenda to the contract documents shall be approved by the CITY.
- 10) The PORT shall notify the CITY of the Bid Opening date and time. The PORT shall transmit to the CITY, the Engineer's Estimate and Bid Tabulations along with the complete Bid Packages of the apparent three (3) lowest bidders. Upon approval by the CITY, the PORT may Award the Contract to the lowest responsive bidder (see LAG chapter 46).
- 11) Upon the PORT's execution of the contract for construction, the PORT shall administer and inspect the Project in accordance with the contract documents, WSDOT Standard Specifications for Road Bridge and Municipal Construction, the WSDOT Construction Manual, and all applicable State and Federal laws (see LAG chapter 52).
- 12) Changes to the contract will be documented by change order as defined in the current edition of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction Section 1-04.4. The PORT Project Manager shall initiate, negotiate, and document all change orders. Prior to obtaining the contractor signature the PORT Project Manager shall provide a copy of all change orders to the CITY for review. All signed Change Orders shall be sent to the CITY or the CITY's representative for final approval.

- 13) The PORT shall request the CITY to inspect the project prior to providing the final "punch list" to the Contractor (see LAG chapter 53).
- 14) No more frequently than once per month, the CITY shall prepare invoices for submittal to the PORT of expenditures for the PROJECT and requesting reimbursement of those expenditures. The PORT will make payments to the CITY within thirty (30) days of receipt of the invoices described above.
- 15) This Agreement may be modified or amended only in writing, signed by both parties.
- 16) The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the CITY or the PORT during the term of this Agreement and for three (3) years after its termination.
- 17) Nothing contained herein is intended to, nor shall be construed to create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the CITY or the PORT, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.
- 18) All notices pursuant to this Agreement shall be given in writing and delivered by U.S. Mail or delivered in person to the following:

City of Everett

Attn: Ryan L. Sass, P.E.
 City Engineer
 3200 Cedar Street
 Everett, WA 98201

Port of Everett

Attn: John Klekotka, P.E.
 Chief of Engineering & Planning
 P.O. Box 538
 Everett, WA 98206

WHEREFORE, the Port of Everett and the City of Everett have executed this Agreement on the dates set forth below.

DATED this 12th day of July, 2010

CITY OF EVERETT



 Ray Stephanson
 Mayor

PORT OF EVERETT



 John Mohr
 Executive Director

ATTEST:

Sharon Marks
Sharon Marks, City Clerk
Date: 7/12/10

APPROVED AS TO FORM:

James D. Iles
James D. Iles, City Attorney
Date: 7/12/10

APPROVED AS TO FORM:

Brad Cattle
Brad Cattle, Port Attorney
Date: 5/18/10