

1 INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE
2 ALDERWOOD WATER AND WASTEWATER DISTRICT CONCERNING UTILITY
3 CONSTRUCTION ASSOCIATED WITH THE NORTH CREEK TRAIL – PHASE 1: SR
4 524 TO SPRAGUE DRIVE ROAD PROJECT
5

6 This INTERLOCAL AGREEMENT, hereinafter referred to as the “Agreement”,
7 concerning utility construction associated with the North Creek Trail – Phase 1 road project is
8 made and entered into by and between the Alderwood Water & Wastewater District, a municipal
9 corporation of the State of Washington, hereinafter referred to as the “District,” and Snohomish
10 County, a political subdivision of the State of Washington, hereinafter referred to as the
11 “County”, collectively the “Parties”.
12

13 **RECITALS**
14

- 15 A. The County has a project (TIP # C.42.01) to improve the Filbert Dr. and Winesap Road
16 corridor from SR 524 (208th St SE) north to Sprague Dr., (the “Project”).
17
18 B. The District has facilities in the County right-of-way pursuant to a franchise and, as a
19 condition of its franchise and state law, is responsible to relocate its facilities when
20 necessary at its own expense to accommodate County initiated public road
21 improvements.
22
23 C. The District desires to relocate and install approximately 4,000-feet of 8-inch water
24 main with appurtenances, replace approximately 25 water meter boxes and services, and
25 the overlay of Filbert Drive and Winesap Road within the limits of the Utility Work, as
26 further described in Exhibit B, the (“Utility Work”).
27
28 D. The County and the District agree that it will be more efficient and mutually beneficial
29 to both Parties for the County to complete the Utility Work during construction of the
30 Project.
31

32 **AGREEMENT**
33

34 NOW, THEREFORE, in consideration of the respective agreements set forth below and
35 for other good and valuable consideration, the receipt and sufficiency of which are hereby
36 acknowledged, the County and the District agree as follows:
37

38 **1. Requirements of Interlocal Cooperation Act**
39

40 1.1 Purpose of Agreement. This Agreement is authorized by and entered into
41 pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. The purpose and intent of this
42 Agreement is to set forth the mutual obligations, responsibilities, and rights of the County and
43 District for performance of the Utility Work depicted in Exhibit A and described in Exhibit B
44 attached hereto and incorporated by this reference.

1.2 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

1.3 Ownership of Property. The parties agree that the District shall have ownership of the new waterline. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

1.4 Administrators. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

David Lee, PE, Project Mgr.
Snohomish County DPW
3000 Rockefeller Avenue M/S 607
Everett, Washington 98201
425-388-6694
David.Lee@snoco.org

District's Initial Administrator:

Josiah Hartom, PE
Alderwood Water & Wastewater District
3626 – 156th Street SW
Lynnwood, WA 98087-5021
425-741-7969
Jhartom@awwd.com

Either party may change its Administrator at any time by delivering written notice pursuant to Section 12 of this Agreement, of such party's new Administrator to the other party.

2. Effective Date and Duration

2.1 Effective Date. As provided by RCW 39.34.040, this Agreement shall take effect when it has: (i) been duly executed by both Parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.

2.2 Duration. This Agreement shall remain in effect until all obligations of the Parties are discharged, unless earlier terminated pursuant to the provisions of Sections 10 or 11 below; PROVIDED, that the Parties' obligations after December 31st of the year in which this Agreement becomes effective, are contingent upon each Parties' local legislative appropriation of necessary funds to fund this Agreement in accordance with applicable laws.

3. County Responsibilities

3.1 Lead Agency. Pursuant to WAC 197-11-926(1), the County shall serve as the lead agency for all aspects of planning, administration and construction, including SEPA, and to the extent applicable, NEPA review for the Project, and shall perform the Utility Work described in Exhibit B on the District's behalf in conjunction with the Project. The County,

1 during the design and construction phases of the Project, shall be responsible for compliance
2 with those versions of the Local Agency Guidelines and the English edition of the Standard
3 Specifications for Road, Bridge, and Municipal Construction (as modified by the County for
4 County projects) published by the Washington State Department of Transportation (WSDOT),
5 that are in effect on the effective date of the Agreement.

6
7 3.2 Permits. The County shall be responsible for obtaining all required agency
8 permits needed for the Project and Utility Work, except District required permits, which the
9 District will obtain for the County.

10
11 3.3 Plans and Specifications. The County shall include District provided plans and
12 specifications for the Utility Work in the Project plans and specifications, PROVIDED that
13 inclusion of the District plans and specifications does not result in any delay in the scheduled
14 advertising date for the Project.

15
16 3.4 Engineering Review of and Right to Reject District Plans. The County reserves
17 the right to perform engineering review of the District's plans and specifications and reject all
18 or a portion of the District's plans or specifications the County determines are not in compliance
19 with either County standards or the County's plans and specifications for the Project.

20
21 3.5 Preconstruction Meeting. After awarding the contract, the County will arrange
22 a preconstruction conference with the successful contractor(s), the ("Contractor(s)") and invite
23 the District to attend and participate.

24
25 3.6 Inspection of Project Construction. The County shall inspect the construction
26 of the Utility Work based upon the plans and specifications approved and provided by the
27 District. The County will provide copies to the District of all daily inspection reports for work
28 involving the Utility Work on a weekly or other agreed upon interval. Inspection of
29 construction by the County shall not constitute a guarantee or warranty of the adequacy of
30 performance.

31
32 3.7 Deviation from Project Design. The County shall be responsible for obtaining
33 District approval for all deviations from Utility Work design documentation approvals affecting
34 the District's Utility Work, including but not limited to deviations from the approved plans, and
35 all other approved design documentation.

36
37 3.8 Independent Contractor. The County shall perform all Utility Work under this
38 Agreement as an independent contractor and not as an agent, employee, or servant of the
39 District. The County has the express right to direct and control the County's activities in
40 providing the agreed Utility Work in accordance with the specifications set out in this
41 Agreement.

1 3.9 Sub-Contracting. The County may, in its sole discretion, hire one or more
2 consultants, and/or sub-consultants, contractors and/or sub-contractors to perform some or all
3 of the Utility Work.

4 3.10 As-built Plans. The County shall provide the District a hard copy of the "as-
5 built" plans/mark-up sheets showing the completed Utility Work, PROVIDED that construction
6 of the Utility Work has been completed under the terms of this Agreement. If the Agreement
7 is terminated prior to completion of the Utility Work, the County shall provide the District a
8 hard copy of the "as-built" plan sheets of that work completed prior to the termination date.

9
10 3.11 Notification of Project Completion. The County, in accordance with Section 12
11 of this Agreement, shall notify the District when the Utility Work has been completed.

12
13 3.12 Correction of Deficiencies Identified by District. The County shall be
14 responsible for correcting any deficiencies in the Utility Work identified by the District that
15 were the result of the County's contractor not conforming to the District's approved plans.

16
17 3.13 Invoicing. The County shall be responsible for invoicing the District for the
18 reimbursement of all actual costs incurred by the County that are associated with the Utility
19 Work in accordance with the terms of Section 5 of this Agreement.

20
21 3.14 Project Records. The County will retain the original polypropylene plan sheets
22 and all other Utility Work records.

23
24 **4. District Responsibilities**

25
26 4.1 Plans and specifications. The District shall submit, to the County, engineering
27 plans and specifications for the Utility Work based upon that version of the English edition of
28 the Standard Specifications for Road, Bridge, and Municipal Construction of the Washington
29 State Department of Transportation (WSDOT), as modified by the County for County projects,
30 that is in effect on the effective date of the Agreement. Ultimate responsibility for accuracy
31 and completeness of the District's plans for the Utility Work rests with the District.

32
33 4.2 Franchise agreement. The District shall comply with the terms of the franchise
34 agreement between the District and the County, including but not limited to, County design
35 standards and specifications, and Chapter 136-40 WAC, "Standards of Good Practice-
36 Accommodation of Utilities on County Road Right of Way".

37
38 4.3 Cooperation with the County's Contractor(s). The District shall make all
39 reasonable efforts to cooperate with the County's Contractor(s) in facilitating the Utility Work
40 and make necessary personnel available so as to not delay the Contractor(s)'s construction
41 schedule. The District shall be responsible for any costs to the County for delays to the Project
42 resulting from delays to the Utility Work that are caused by the District.

1 4.4 Acceptance of Project Construction. The District, within ten (10) working days
2 after notification by the County of the completion of the Utility Work shall issue written
3 notification to the County of any deficiencies or of acceptance of the work in accordance with
4 Section 12 of the Agreement. If notification has not been received by the County within the
5 ten (10) day period, the Utility Work shall be considered complete and accepted by the District
6 as of the close of business on day ten (10).

7
8 4.5 District Provided Inspector. The District may furnish an inspector for the Utility
9 Work. All costs for such inspection will be borne solely by the District. All contact between
10 said inspector and the County's Contractor(s) shall be through the County's on-site
11 representative who shall be identified at the preconstruction conference.

12
13 4.6 Future improvements, maintenance, repairs, or corrections. The cost of any
14 future improvements, maintenance, repairs, or corrections to any utility facilities covered under
15 the terms of this Agreement shall be the exclusive responsibility of the District from the date of
16 acceptance of the Utility Work by the District unless covered under the contract performance
17 period.

18
19 4.7 Reimbursement of County Costs. The costs shown in Exhibit B are estimated
20 costs and the District shall be responsible for reimbursing the County for all actual costs
21 associated with the Utility Work in accordance with the terms of Section 5 of this Agreement.

22
23 **5. Estimate, Segregation, and Payment of Cost of Utility Work**

24
25 5.1 Estimated Cost of Utility Work. The estimated cost of Utility Work associated
26 with the Utility Work are as described in Exhibit B; PROVIDED, the estimated costs will be
27 adjusted to conform to the successful bidder's proposal. Costs for additional Utility Work
28 associated with changes to the Utility Work requested by the District or that are incurred as a
29 result of deficiencies in the District's plans are in addition to those estimated cost as shown in
30 Exhibit B and shall be paid by the District.

31
32 5.2 Invoicing and Payment. The County shall invoice the District monthly, or on
33 any other schedule that is mutually convenient and agreed to by the parties, showing actual
34 expenditures on the Utility Work during the previous period. Invoices shall be based on the
35 County Contractor(s)'s payments, equipment, materials, and labor expended on the Utility
36 Work, plus County expenditures in support of the Utility Work as described more specifically
37 in Section 5.3 below. Invoices shall include supporting documentation of expenses incurred
38 and be sent to the District's Administrator identified in Section 1.4 of this Agreement.
39 Invoices shall be paid by the District within thirty (30) days of receipt by the District without
40 offset or deduction for any reason. Notice of any potential dispute regarding such payment
41 request shall be made in writing within the same time period. Payment by the District shall not
42 constitute agreement as to the appropriateness of any item or acceptance of the work so
43 represented. At the time of final audit, all required adjustments related to any potential dispute
44 for which notice has been timely given shall be made and reflected in a final payment.

1 5.3 District Reimbursement of Costs for Utility Work Performed by County Staff
2 Consultants, Sub-Consultants, Contractors, or Sub-Contractors.

3
4 5.3.1 County Staff. The District shall reimburse the County for the costs of the
5 Utility Work provided by County staff on a time and materials basis plus an administrative
6 overhead fee pursuant to Section 5.4 of this Agreement. The County agrees that only those
7 costs directly attributed to the Utility Work associated with the Utility Work and allowed under
8 accepted accounting procedures will be charged to the District. By way of example, those costs
9 directly attributed may include, but are not limited to, the following types of cost components:

- 10 (a) Salaries, wages, benefits of all County employees engaged therein;
11 (b) Travel expenses, including mileage of County employees;
12 (c) Materials, when provided by the County;
13 (d) County-owned machinery and equipment, for which the County
14 equipment rental rate shall be included in computing the cost of the machinery and equipment;
15 (e) Other costs and incidental expenses; including depreciation on County
16 machinery and equipment;
17 (f) The full cost to the County of rental machinery and equipment,
18 together with any operator furnished therewith;
19 (g) The cost of equipment, supplies, and related expenses when purchased
20 by the County; and
21 (h) The cost of permits required from other agencies, except the District.

22
23 5.3.2 Consultants, sub-consultants, contractors or sub-contractors. The District
24 shall reimburse the County for One hundred percent (100%) of the final cost of all contract
25 items related to the Utility Work, as shown in the bid proposal of the successful bidder.

26
27 5.4 Administrative Costs for Utility Work Performed by County Staff. For the
28 purpose of fixing the compensation to be paid by the District to the County for the County
29 performing Utility Work, it is agreed that there shall be included in each billing, to cover
30 administrative costs, an amount not to exceed the County administrative rate. This rate is
31 currently set at twenty percent (20%) of the total labor cost, including benefits, to the County
32 for only those County employees performing Utility Work for the District under this
33 Agreement. The administrative rate is not included in charges for materials, equipment, or
34 payments to contractors or subcontractors. This rate may be reasonably adjusted annually to
35 reflect changes in actual administrative costs without the need for a formal amendment of this
36 Agreement.

37
38 5.5 Extra Work. There may be unforeseen conditions requiring immediate
39 resolution during the construction phase of the Utility Work such as construction disputes and
40 claims, changed conditions and changes in the construction work. Reimbursement for increased
41 construction engineering and/or construction contract amounts for the Utility Work shall be
42 limited to costs covered by a modification, change order or extra work order approved as
43 described below.

1 5.5.1 Should it be determined that any change from the contract plans and
2 specifications for the Utility Work is required, the County, through the Director of Engineering
3 Services, shall have authority to make such changes up to the amount of the "Contingency"
4 shown in Exhibit B.

5
6 5.5.2 Any change in the Utility Work, that would result in an increased cost to
7 the District in excess of \$10,000 per incident, or that would result in a total of cumulative
8 incidents that is greater than the "Contingency" amount in Exhibit B, will require a binding
9 Letter of Agreement, signed by both the County Public Works Director or designee and the
10 District's General Manager or designee, describing the changed scope of work and the
11 estimated change in the Utility Work cost.

12
13 5.5.3 In the event of a claim by the Contractor(s), each party shall be responsible
14 for its proportionate share based on its proportionate responsibility for the claim.

15
16 5.6 Upon completion of the Project, the County shall submit a final invoice to the
17 District in accordance with Sections 5 and 6 of this Agreement.

18
19 **6. Audit and Final Invoice by County and Review and Acceptance by District of**
20 **Project Completion**

21
22 6.1 Audit and Final Billing. Upon completion of the Project, the County shall
23 conduct a final audit in accordance with standards of the Washington State Department of
24 Transportation. At the time of the final audit, all adjustments required shall be made and shall
25 be reflected in a final billing to the District. The County shall, upon the completion of the audit,
26 provide the District with a copy of the audit and a final invoice.

27
28 6.2 Review and Acceptance. The District shall have thirty (30) days from receipt of
29 the audit and final invoice to review and notify the County, pursuant to Section 12 of this
30 Agreement, if it accepts or has comments on the audit and final invoice for the Project.

31
32 6.3 Deemed Acceptance. Within thirty (30) days of receipt of the audit and final
33 billing, the District shall notify the County in writing of any objections to the audit and/or
34 billing. If no objections are timely filed, the District shall make final payment to the County
35 and such final payment shall constitute an acceptance by the District of the County's costs and
36 accounting.

37
38 **7. Indemnification/Hold Harmless**

39
40 7.1 Indemnification/Hold Harmless. Each Party shall protect, defend, indemnify,
41 and hold harmless the Other Party, its officers, officials, employees, and agents, from any and
42 all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind
43 whatsoever (hereinafter "claims"), arising out of or in any way resulting from the Indemnifying
44 Party's officers, employees, agents, contractors and/or subcontractors of all tiers, consultants

1 and/or sub-consultants, acts or omissions, performance or failure to perform this Interlocal
2 Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, now
3 enacted or as hereinafter amended.

4
5 7.2 Waiver of Immunity Under Industrial Insurance Act. The indemnification
6 provisions of Section 7.1 above are specifically intended to constitute a waiver of each party's
7 immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other
8 party only, and only to the extent necessary to provide the indemnified party with a full and
9 complete indemnity of claims made by the indemnitor's employees. The parties acknowledge
10 that these provisions were specifically negotiated and agreed upon by them.

11
12 7.3 Survival. The provisions of this Section 7 shall survive the expiration or earlier
13 termination of this Agreement.

14 15 **8. Insurance**

16
17 Each party shall maintain its own insurance and/or self-insurance for its liabilities from
18 damage to property and /or injuries to persons arising out of its activities associated with this
19 Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof
20 of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the
21 indemnified party(s).

22 23 **9. Compliance with Laws**

24
25 In the performance of its obligations under this Agreement, each party shall comply
26 with all applicable federal, state, and local laws, rules, and regulations.

27 28 **10. Default and Remedies**

29
30 10.1 Default. If either Party fails to perform any act or obligation required to be
31 performed by it hereunder, the other party shall deliver written notice of such failure to the non-
32 performing party. The non-performing party shall have thirty (30) days after its receipt of such
33 notice in which to correct its failure to perform the act or obligation at issue, after which time
34 it shall be in default ("Default") under this Agreement; provided, however, that if the non-
35 performance is of a type that could not feasibly be cured within said thirty (30) day period, then
36 the non-performing party shall not be in Default if it commences cure within said thirty (30)
37 day period and thereafter diligently pursues cure to completion.

38
39 10.2 Remedies. In the event of a party's Default under this Agreement, then after
40 giving notice and an opportunity to cure pursuant to Section 10.1 above, the non-Defaulting
41 party shall have the right to exercise any or all rights and remedies available to it in law or
42 equity.

1 **11. Early Termination**

2
3 11.1 Notice of Early Termination. Either party may terminate this Agreement at
4 any time, with or without cause, upon providing not less than thirty (30) days' written notice to
5 the other party pursuant to Section 12 of this Agreement. The termination notice shall specify
6 the date on which the Agreement shall terminate.
7

8 11.2 Calculation of Costs Due Upon Termination. Upon early termination of this
9 Agreement as provided in this Section 11, the District shall pay the County for all Utility Work
10 performed up to the date of termination, as well as the costs of all non-cancelable obligations
11 or penalties incurred by the County as a result of the cancellation of Utility Work. The County
12 shall invoice the District within sixty (60) days after the date of termination of all remaining
13 costs including non-cancelable costs. Non-cancelable obligations shall mean the County's
14 contractual obligations for construction or equipment associated with the Project or Utility
15 Work that either cannot be canceled or if cancellable, would require the payment of a penalty
16 such as, but not limited to, the following:
17

18 11.2.1 The cost to the County of rental machinery and equipment, together with
19 any operator furnished therewith if applicable;
20

21 11.2.2 The cost of equipment or supplies that can't be returned, when purchased
22 by the County;
23

24 11.2.3 The cost or penalties incurred for the return of equipment or supplies, when
25 purchased by the County;
26

27 11.2.4 Payment to consultants, sub-consultants, contractors or sub-contractors for
28 work performed on behalf of the County; or
29

30 11.2.5 If the District terminates this Agreement after award of the construction
31 contract by the County, the District shall be responsible for all costs incurred by the County in
32 executing the necessary contract changes to delete the District's Utility Work from the County's
33 Project contract.
34

35 11.3 Payment After Termination. No payment shall be made by the District for any
36 expense incurred or Utility Work performed following the effective date of termination unless
37 the District further authorizes Utility Work in writing or the expenses are determined to be non-
38 cancelable obligations pursuant to Section 11.2 of this Agreement.
39

40 **12. Notices**

41
42 All notices required to be given by any party to the other party under this Agreement
43 shall be in writing and shall be delivered either in person, by United States mail, or by electronic
44 mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered

1 in person shall be deemed given when accepted by the recipient. Notice by United States mail
2 shall be deemed given as of the date the same is deposited in the United States mail, postage
3 prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in
4 Section 1.4 of this Agreement. Notice delivered by email shall be deemed given as of the date
5 and time received by the recipient.

6
7 **13. Miscellaneous**

8
9 13.1 Entire Agreement; Amendment. This Agreement constitutes the entire
10 agreement between the parties regarding the subject matter hereof, and supersedes any and all
11 prior oral or written agreements between the parties regarding the subject matter contained
12 herein. Except as allowed in Section 5.5.2, this Agreement may not be modified or amended
13 in any manner except by a written document signed by the party against whom such
14 modification is sought to be enforced.

15
16 13.2 Governing Law and Venue. This Agreement shall be governed by and enforced
17 in accordance with the laws of the State of Washington. The venue of any action arising out of
18 this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish
19 County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the
20 prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable
21 attorney's fees.

22
23 13.3 Interpretation. This Agreement and each of the terms and provisions of it are
24 deemed to have been explicitly negotiated by the parties, and the language in all parts of this
25 Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or
26 against either of the parties hereto. The captions and headings in this Agreement are used only
27 for convenience and are not intended to affect the interpretation of the provisions of this
28 Agreement. This Agreement shall be construed so that wherever applicable the use of the
29 singular number shall include the plural number, and vice versa, and the use of any gender shall
30 be applicable to all genders.

31
32 13.4 Severability. If any provision of this Agreement or the application thereof to
33 any person or circumstance shall, for any reason and to any extent, be found invalid or
34 unenforceable, the remainder of this Agreement and the application of that provision to other
35 persons or circumstances shall not be affected thereby, but shall instead continue in full force
36 and effect, to the extent permitted by law.

37
38 13.5 No Waiver. A party's forbearance or delay in exercising any right or remedy
39 with respect to a Default by the other party under this Agreement shall not constitute a waiver
40 of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a
41 waiver of any other Default or any similar future Default.

42
43 13.6 No Assignment. This Agreement shall not be assigned, either in whole or in
44 part, by either party without the express written consent of the other party, which may be

1 granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in
2 violation of the preceding sentence shall be null and void and shall constitute a Default under
3 this Agreement.

4
5 13.7 Warranty of Authority. Each of the signatories hereto warrants and represents
6 that he or she is competent and authorized to enter into this Agreement on behalf of the party
7 for whom he or she purports to sign this Agreement.

8
9 13.8 No Joint Venture. Nothing contained in this Agreement shall be construed as
10 creating any type or manner of partnership, joint venture or other joint enterprise between the
11 parties.

12
13 13.9 No Third Party Beneficiaries. This Agreement and each and every provision
14 hereof are for the sole benefit of the District and the County. No other persons or parties shall
15 be deemed to have any rights in, under, or to this Agreement.

16
17 13.10 Execution in Counterparts. This Agreement may be executed in two or more
18 counterparts, each of which shall constitute an original and all of which shall constitute one and
19 the same agreement.

20
21 13.11 Records. The Parties shall maintain all records pertaining to the Project and
22 Utility Work for a period not less than six (6) years from the final payment to the County by
23 the District or the date the Agreement is terminated, whichever is later. The Parties shall keep
24 all records available for either public disclosure requests pursuant to RCW 42.56 (aka the Public
25 Records Act) or inspection and audit by the State. Copies of all records, accounts, documents
26 or other data pertaining to the Project shall be furnished upon request. If any litigation, claim,
27 or audit is commenced, the records and accounts along with supporting documentation shall be
28 retained by the Parties until all litigation, claim or audit finding has been resolved even though
29 such litigation, claim, or audit may continue past the six-year retention period.

30
31 IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the
32 latest date shown below. The signatories below represent and warrant that they possess the
33 authority to execute this Agreement and bind their respective entities.

34
35 County
36 SNOHOMISH COUNTY

37 KEN KLEIN
38 Executive Director *for*

39
40 By: *[Signature]* *3/20/2020*
41 Dave Somers Date
42 County Executive

District
43 ALDERWOOD WATER &
44 WASTEWATER DISTRICT

By: *[Signature]* *4/6/2020*
Larry D. Jones Date
Board President

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Approved as to form only:

Approved as to form only:

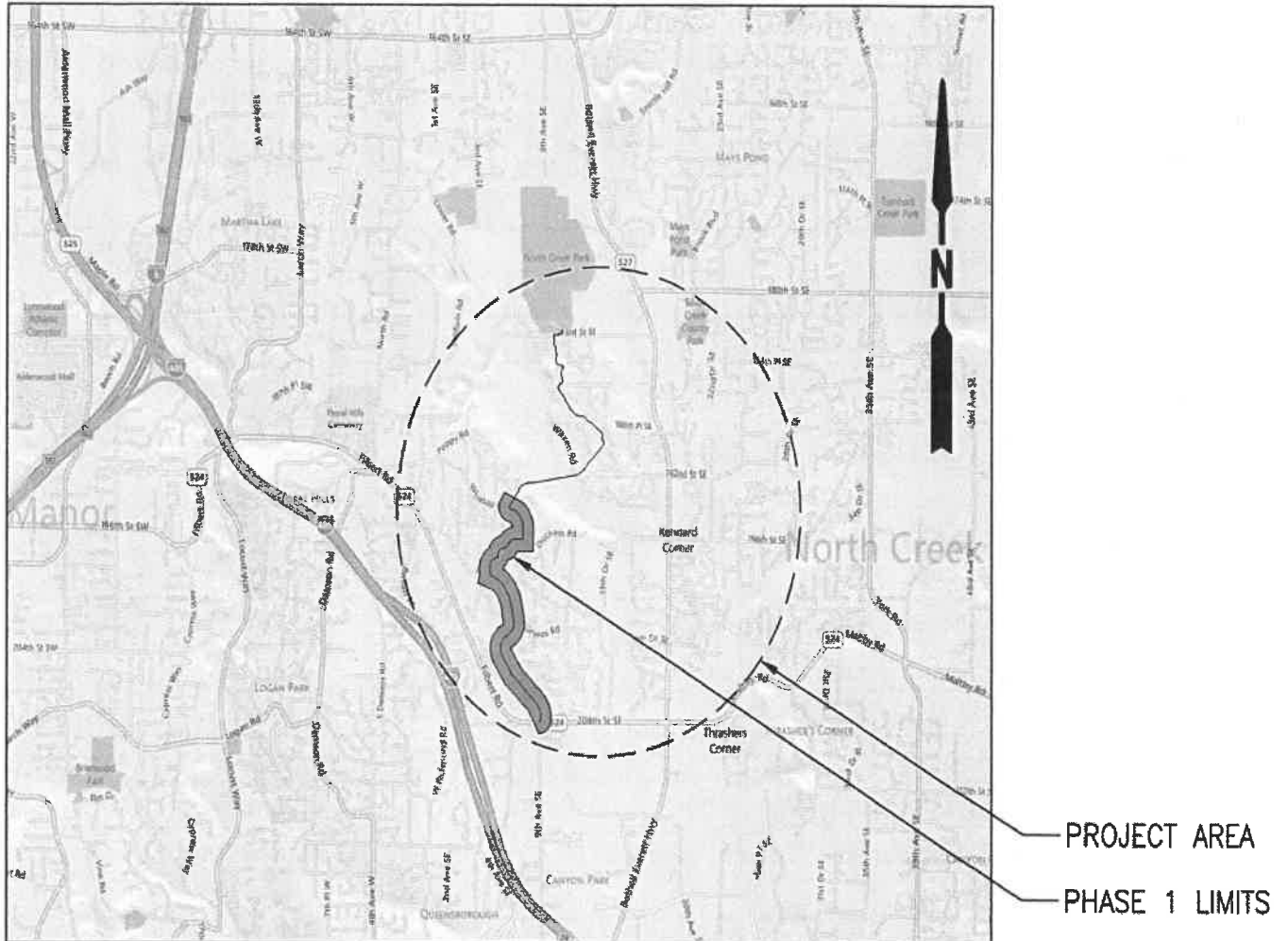
By:  12/9/19
Deputy Prosecuting Attorney Date

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EXHIBIT A

Vicinity Map



VICINITY MAP

N.T.S.

EXHIBIT B**DESCRIPTION AND ESTIMATED COSTS OF UTILITY WORK (AWWD ref# W1706)**

Relocate and install approximately 4,000-feet 8-inch ductile iron water main with appurtenances. The work will also include the replacement of approximately 25 water meter boxes and services, and, within the project limits of the Utility Work, the overlay of Filbert Drive and Winesap Road, including adjusting the utility iron affected by the overlay.

Bid Item	Description	Qty.	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$10,782.00	\$110,782.00
2	Flaggers and Spotters	1152	HR	\$50.00	\$57,600.00
3	Project Temporary Traffic Control	1	LS	\$86,350.00	\$86,350.00
4	Temporary Water Pollution/Erosion Control	1	LS	\$5,000.00	\$5,000.00
5	8-Inch Ductile Iron Pipe, Class 52, Incl. Fittings	3925	LF	\$100.00	\$392,500.00
6	Shoring or Extra Excavation, Class B	3925	LF	\$1.00	\$3,925.00
7	Extra Ductile Iron Fittings	1500	LB	\$10.00	\$15,000.00
8	1" Service Trenchless installation	25	EA	\$1,500.00	\$37,500.00
9	Service Pressure Reducing Valve	25	EA	\$800.00	\$20,000.00
11	8-Inch Gate Valve Assembly	27	EA	\$2,000.00	\$54,000.00
12	Hydrant Assembly	4	EA	\$4,500.00	\$18,000.00
12	Connection to Existing Water Main	18	EA	\$4,000.00	\$72,000.00
13	1-inch Air Vacuum and Release Valve	2	EA	\$4,000.00	\$8,000.00
14	Foundation Gravel	28	TON	\$20.00	\$560.00
15	Bank Run Gravel for Trench Backfill	1032	CY	\$40.00	\$41,280.00
16	Asphalt Trench Patch	360	CY	\$100.00	\$36,000.00
17	HMA Class 1/2" PG 64-22	840	TON	\$200.00	\$168,000.00
18	Planing Bituminous Pavement	11513	SY	\$8.00	\$92,104.00
19	Potholing	40	EA	\$500.00	\$20,000.00
20	Subtotal (without tax)				\$1,238,601.00
21	Washington State Sales Tax @ 10.4% of subtotal (Line 20)				\$128,815.00
22	Subtotal				\$1,367,416.00
23	Contingency 20% of Subtotal without tax (Line 22)				\$247,721.00

24	Total Opinion of Probable Construction Cost	\$1,615,137.00
25	Construction Inspection & Contract Administration Costs (15% of line 24)	\$185,790.15
26	Administrative Overhead (20% of line 25)	\$37,158.03
28	Total Estimated Cost of Utility Work* (Lines 24 + 25+26)	\$1,838,085.18

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2 * Note: This estimate will be adjusted to conform to the successful bidder's proposal and all County
3 expenditures invoiced to the District will be actual expenditures.

