

1 INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE SILVER
2 LAKE WATER & SEWER DISTRICT CONCERNING UTILITY CONSTRUCTION
3 ASSOCIATED WITH THE 43 RD AVE SE ROAD PROJECT

4 This INTERLOCAL AGREEMENT concerning utility construction associated with the
5 43rd Ave SE Road project, hereinafter referred to as the “Agreement”, is made and entered into
6 by and between the Silver Lake Water & Sewer District, a municipal corporation of the State
7 of Washington, hereinafter referred to as the “District,” and Snohomish County, a political
8 subdivision of the State of Washington, hereinafter referred to as the “County”, collectively the
9 “Parties”.

10 **RECITALS**

- 11 A. The County has a project (TIP # E.59) to improve 43rd Ave SE from SR 524 to Sunset
12 Road at 180th St SE, (the “Project”) the location of which is depicted in Exhibit A.
- 13 B. The District has a franchise for occupancy of County rights-of-way for utility facilities
14 and desires to have the County relocate existing 12-inch water mains & appurtenances,
15 as further described in Exhibit B (Utility Work), during construction of the Project.
- 16 C. The County and the District agree that it will be more efficient and mutually beneficial
17 to both Parties for the County to complete the Utility Work during construction of the
18 Project.

19 **AGREEMENT**

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

23 **1. Requirements of Interlocal Cooperation Act**

24 1.1 Purpose of Agreement. This Agreement is authorized by and entered into
25 pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. The purpose and intent of this
26 Agreement is to set forth the mutual obligations, responsibilities, and rights of the County and
27 District for performance of the Utility Work the location of which is depicted in Exhibit A and
28 described in Exhibit B attached hereto and incorporated by this reference.

29 1.2 No Separate Entity Necessary. The Parties agree that no separate legal or
30 administrative entities are necessary to carry out this Agreement.

31 1.3 Ownership of Property. The parties agree that the District shall have ownership
32 of the new waterline. Except as expressly provided to the contrary in this Agreement, any real
33 or personal property used or acquired by either party in connection with the performance of this
34 Agreement will remain the sole property of such party, and the other party shall have no interest
35 therein.

1 1.4 Administrators. Each party to this Agreement shall designate an individual (an
2 “Administrator”), which may be designated by title or position, to oversee and administer such
3 party’s participation in this Agreement. The Parties’ initial Administrators shall be the
4 following individuals:

County’s Initial Administrator:

Michael Randall, PE, Project Mgr.
Snohomish County DPW
3000 Rockefeller Avenue M/S 607
Everett, Washington 98201
425-388-6642
Michael.Randall@snoco.org

District’s Initial Administrator:

Scott Smith, P.E.
Silver Lake Water & Sewer District
15205 41st Ave SE
Bothell, WA 98012
425-659-2302
SSmith@slwsd.com

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

7 **2. Effective Date and Duration**

8 2.1 Effective Date. As provided by RCW 39.34.040, this Agreement shall take
9 effect when it has: (i) been duly executed by both Parties, and (ii) either filed with the County
10 Auditor or posted on the County’s Interlocal Agreements website.

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

16 **3. County Responsibilities**

17 3.1 Lead Agency. Pursuant to WAC 197-11-926(1), the County shall serve as the
18 lead agency for all aspects of planning, administration and construction, including SEPA, and
19 to the extent applicable, NEPA review, for the Project, and shall perform the Utility Work
20 described in Exhibit B on the District’s behalf in conjunction with the Project, the (“Services”).
21 The County shall be responsible for compliance with the Local Agency Guidelines and the 2018
22 English edition of the Standard Specifications for Road, Bridge, and Municipal Construction
23 (as modified by the County for County projects) published by the Washington State Department
24 of Transportation (WSDOT, during the design and construction phases of the Project.

25 3.2 Permits. The County shall be responsible for obtaining all required agency
26 permits needed for the Project and Utility Work, except any permits or approvals required by
27 the District.

28 3.3 Plans and Specifications. The County shall include District provided plans and
29 specifications for the Utility Work in the Project plans and specifications, PROVIDED that

1 inclusion of the District plans and specifications does not result in any delay in the scheduled
2 advertising date for the Project;

3 3.4 Engineering Review of and Right to Reject District Plans. The County reserves
4 the right to perform engineering review of the District’s plans and specifications and reject all
5 or a portion of the District’s plans or specifications the County determines are not in compliance
6 with either County standards or the County’s plans and specifications for the Project.

7 3.5 Preconstruction Meeting. After awarding the contract, the County will arrange
8 a preconstruction conference with the successful contractor(s), the (“Contractor(s)”) and invite
9 the District to attend and participate.

10 3.6 Inspection of Project Construction. The County shall inspect the construction
11 of the Utility Work based upon the plans and specifications approved and provided by the
12 District. The County will provide copies to the District of all daily inspection reports for work
13 involving the Utility Work on a weekly or other agreed upon interval. Inspection of
14 construction by the County shall not constitute a guarantee or warranty of the adequacy of
15 performance.

16 3.7 Deviation from Project Design. The County shall be responsible for obtaining
17 District approval for all deviations from Utility Work design documentation approvals affecting
18 the District’s Utility Work, including but not limited to deviations from the approved plans, and
19 all other approved design documentation.

20 3.8 Independent Contractor. The County shall perform all Services under this
21 Agreement as an independent contractor and not as an agent, employee, or servant of the
22 District. The County has the express right to direct and control the County’s activities in
23 providing the agreed Services in accordance with the specifications set out in this Agreement.

24 3.9 Sub-Contracting. The County may, in its sole discretion, hire one or more
25 consultants, and/or sub-consultants, contractors and/or sub-contractors to perform some or all
26 of the Services.

27 3.10 As-built Plans. The County shall provide the District a hard copy of the "as-
28 built" plans/mark-up sheets showing the completed Utility Work, PROVIDED that construction
29 of the Utility Work has been completed under the terms of this Agreement. If the Agreement
30 is terminated prior to completion of the Utility Work, the County shall provide the District a
31 hard copy of the "as-built" plan sheets of that work completed prior to the termination date.

32 3.11 Notification of Project Completion. The County, in accordance with Section 12
33 of this Agreement, shall notify the District when the Utility Work has been completed.

34 3.12 Correction of Deficiencies Identified by District. The County shall be
35 responsible for correcting any deficiencies in the Utility Work identified by the District that
36 were the result of the County’s contractor not conforming to the District’s approved plans.

37 3.13 Invoicing. The County shall be responsible for invoicing the District for the
38 reimbursement of all actual costs incurred by the County that are associated with the Utility
39 Work in accordance with the terms of Section 5 of this Agreement.

1 3.14 Project Records. The County will retain the original polypropylene plan sheets
2 and all other Utility Work records.

3 **4. District Responsibilities**

4 4.1 Plans and specifications. The District shall submit, to the County, engineering
5 plans and specifications for the Utility Work based upon the current version of the Snohomish
6 County EDDS (Engineering and Design Standards) and the 2022 English edition of the
7 Standard Specifications for Road, Bridge, and Municipal Construction of the Washington State
8 Department of Transportation (WSDOT), as modified by the County for County projects.
9 Ultimate responsibility for accuracy and completeness of the District’s plans for the Utility
10 Work rests with the District.

11 4.2 Franchise agreement. The District shall comply with the terms of the franchise
12 agreement between the District and the County, including but not limited to, County design
13 standards and specifications, and Chapter 136-40 WAC, “Standards of Good Practice-
14 Accommodation of Utilities on County Road Right of Way”.

15 4.3 Cooperation with the County’s Contractor(s). The District shall make all
16 reasonable efforts to cooperate with the County’s Contractor(s) in facilitating the Utility Work
17 and make necessary personnel available so as to not delay the Contractor(s)’s construction
18 schedule. The District shall be responsible for any costs to the County for delays to the Project
19 resulting from delays to the Utility Work that are caused by the District.

20 4.4 Acceptance of Project Construction. The District, within ten (10) working days
21 after notification by the County of the completion of the Utility Work shall issue written
22 notification to the County of any deficiencies or of acceptance of the work in accordance with
23 Section 12 of the Agreement. If notification has not been received by the County within the
24 ten (10) day period, the Utility Work shall be considered complete and accepted by the District
25 as of the close of business on day ten (10).

26 4.5 District Provided Inspector. The District may furnish an inspector for the Utility
27 Work. All costs for such inspection will be borne solely by the District. All contact between
28 said inspector and the County’s Contractor(s) shall be through the County’s on-site
29 representative who shall be identified at the preconstruction conference.

30 4.6 Future improvements, maintenance, repairs, or corrections. The cost of any
31 future improvements, maintenance, repairs, or corrections to any utility facilities covered under
32 the terms of this Agreement shall be the exclusive responsibility of the District from the date of
33 acceptance of the Utility Work by the District unless covered under the contract performance
34 period.

35 4.7 Reimbursement of County Costs. The costs shown in Exhibit B are estimated
36 costs and the District shall be responsible for reimbursing the County for all actual costs
37 associated with the Utility Work in accordance with the terms of Section 5 of this Agreement.

1 **5. Estimate, Segregation, and Payment of Cost of Services**

2 5.1 Estimated Cost of Services. The estimated cost of Services associated with the
3 Utility Work are as described in Exhibit B; PROVIDED, the estimated costs will be adjusted
4 to conform to the successful bidder's proposal. Costs for additional Services associated with
5 changes to the Utility Work requested by the District or that are incurred as a result of
6 deficiencies in the District's plans are in addition to those estimated costs as shown in Exhibit
7 B and shall be paid by the District.

8 5.2 Invoicing and Payment. The County shall invoice the District monthly, or on
9 any other schedule that is mutually convenient and agreed to by the parties, showing actual
10 expenditures on the Utility Work during the previous period. Invoices shall be based on the
11 County Contractor(s)'s payments, equipment, materials, and labor expended on the Utility
12 Work, plus County expenditures in support of the Utility Work as described more specifically
13 in Section 5.3 below. Invoices shall include supporting documentation of expenses incurred
14 and be sent to the District's Administrator identified in Section 1.4 of this Agreement.

15 Invoices shall be paid by the District within thirty (30) days of receipt by the District without
16 offset or deduction for any reason. Notice of any potential dispute regarding such payment
17 request shall be made in writing within the same time period. Payment by the District shall not
18 constitute agreement as to the appropriateness of any item or acceptance of the work so
19 represented. At the time of final audit, all required adjustments related to any potential dispute
20 for which notice has been timely given shall be made and reflected in a final payment.

21 5.3 District Reimbursement of Costs for Services Performed by County Staff
22 Consultants, Sub-Consultants, Contractors, or Sub-Contractors.

23 5.3.1 County Staff. The District shall reimburse the County for the costs of the
24 Services provided by County staff on a time and materials basis plus an administrative overhead
25 fee pursuant to Section 5.4 of this Agreement. The County agrees that only those costs directly
26 attributed to the Services associated with the Utility Work and allowed under accepted
27 accounting procedures will be charged to the District. By way of example, those costs directly
28 attributed may include, but are not limited to, the following types of cost components:

- 29 (a) Salaries, wages, benefits of all County employees engaged therein;
- 30 (b) Travel expenses, including mileage of County employees;
- 31 (c) Materials, when provided by the County;
- 32 (d) County-owned machinery and equipment, for which the County
33 equipment rental rate shall be included in computing the cost of the machinery and equipment;
- 34 (e) Other costs and incidental expenses; including depreciation on County
35 machinery and equipment;
- 36 (f) The full cost to the County of rental machinery and equipment,
37 together with any operator furnished therewith;

1 (g) The cost of equipment, supplies, and related expenses when purchased
2 by the County; and

3 (h) The cost of permits required from other agencies, except the District.

4 5.3.2 Consultants, sub-consultants, contractors or sub-contractors. The District
5 shall reimburse the County for One hundred percent (100%) of the final cost of all contract
6 items related to the Utility Work, as shown in the bid proposal of the successful bidder.

7 5.4 Administrative Costs for Services Performed by County Staff. For the purpose
8 of fixing the compensation to be paid by the District to the County for the County performing
9 Services, it is agreed that there shall be included in each billing, to cover administrative costs,
10 an amount not to exceed the County administrative rate. This rate is currently set at twenty
11 percent (20%) of the total labor cost, including benefits, to the County for only those County
12 employees performing Services for the District under this Agreement. The administrative rate
13 is not included in charges for materials, equipment, or payments to contractors or
14 subcontractors. This rate may be reasonably adjusted annually to reflect changes in actual
15 administrative costs without the need for a formal amendment of this Agreement.

16 5.5 Extra Work. There may be unforeseen conditions requiring immediate
17 resolution during the construction phase of the Utility Work such as construction disputes and
18 claims, changed conditions and changes in the construction work. Reimbursement for increased
19 construction engineering and/or construction contract amounts for the Utility Work shall be
20 limited to costs covered by a modification, change order or extra work order approved as
21 described below.

22 5.5.1 Should it be determined that any change from the contract plans and
23 specifications for the Utility Work is required, the County, through the Director of Engineering
24 Services, shall have authority to make such changes up to the amount of the "Contingency"
25 shown in Exhibit B.

26 5.5.2 Any change in the Utility Work, that would result in an increased cost to
27 the District in excess of \$10,000 per incident, or that would result in a total of cumulative
28 incidents that is greater than the "Contingency" amount in Exhibit B, will require a binding
29 Letter of Agreement, signed by both the County Public Works Director or designee and the
30 District's General Manager or designee, describing the changed scope of work and the
31 estimated change in the Utility Work cost.

32 5.5.3 In the event of a claim by the Contractor(s), each party shall be responsible
33 for its proportionate share based on its proportionate responsibility for the claim.

34 5.6 Upon completion of the Project, the County shall submit a final invoice to the
35 District in accordance with Sections 5 and 6 of this Agreement.

36 **6. Audit and Final Invoice by County and Review and Acceptance by District of**
37 **Project Completion**

38 6.1 Audit and Final Billing. Upon completion of the Project, the County shall
39 conduct a final audit in accordance with standards of the Washington State Department of

1 Transportation. At the time of the final audit, all adjustments required shall be made and shall
2 be reflected in a final billing to the District. The County shall, upon the completion of the audit,
3 provide the District with a copy of the audit and a final invoice

4 6.2 Review and Acceptance. The District shall have thirty (30) days from receipt of
5 the audit and final invoice to review and notify the County, pursuant to Section 12 of this
6 Agreement, if it accepts or has comments on the audit and final invoice for the Project.

7 6.3 Deemed Acceptance. Within thirty (30) days of receipt of the audit and final
8 billing, the District shall notify the County in writing of any objections to the audit and/or
9 billing. If no objections are timely filed, the District shall make final payment to the County
10 and such final payment shall constitute an acceptance by the District of the County's costs and
11 accounting.

12 7. Indemnification/Hold Harmless

13 7.1 Indemnification/Hold Harmless. Each Party shall protect, defend, indemnify,
14 and hold harmless the Other Party, its officers, officials, employees, and agents, from any and
15 all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind
16 whatsoever (hereinafter "claims"), arising out of or in any way resulting from the Indemnifying
17 Party's officers, employees, agents, contractors and/or subcontractors of all tiers, consultants
18 and/or sub-consultants, acts or omissions, performance or failure to perform this Interlocal
19 Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, now
20 enacted or as hereinafter amended.

21 7.2 Waiver of Immunity Under Industrial Insurance Act. The indemnification
22 provisions of Section 7.1 above are specifically intended to constitute a waiver of each party's
23 immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other
24 party only, and only to the extent necessary to provide the indemnified party with a full and
25 complete indemnity of claims made by the indemnitor's employees. The parties acknowledge
26 that these provisions were specifically negotiated and agreed upon by them.

27 7.3 Survival. The provisions of this Section 7 shall survive the expiration or earlier
28 termination of this Agreement.

29 8. Insurance

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

1 **9. Compliance with Laws**

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

4 **10. Default and Remedies**

5 10.1 Default. If either Party fails to perform any act or obligation required to be
6 performed by it hereunder, the other party shall deliver written notice of such failure to the non-
7 performing party. The non-performing party shall have thirty (30) days after its receipt of such
8 notice in which to correct its failure to perform the act or obligation at issue, after which time
9 it shall be in default (“Default”) under this Agreement; provided, however, that if the non-
10 performance is of a type that could not feasibly be cured within said thirty (30) day period, then
11 the non-performing party shall not be in Default if it commences cure within said thirty (30)
12 day period and thereafter diligently pursues cure to completion.

13 10.2 Remedies. In the event of a party’s Default under this Agreement, then after
14 giving notice and an opportunity to cure pursuant to Section 10.1 above, the non-Defaulting
15 party shall have the right to exercise any or all rights and remedies available to it in law or
16 equity.

17 **11. Early Termination**

18 11.1 Notice of Early Termination. Either party may terminate this Agreement at
19 any time, with or without cause, upon providing not less than thirty (30) days’ written notice to
20 the other party pursuant to Section 12 of this Agreement. The termination notice shall specify
21 the date on which the Agreement shall terminate.

22 11.2 Calculation of Costs Due Upon Termination. Upon early termination of this
23 Agreement as provided in this Section 11, the District shall pay the County for all Services
24 performed up to the date of termination, as well as the costs of all non-cancelable obligations
25 or penalties incurred by the County as a result of the cancellation of Services. The County shall
26 invoice the District within sixty (60) days after the date of termination of all remaining costs
27 including non-cancelable costs. Non-cancelable obligations shall mean the County’s
28 contractual obligations for construction or equipment associated with the Project or Utility
29 Work that either cannot be canceled or if cancellable, would require the payment of a penalty
30 such as, but not limited to, the following:

31 11.2.1 The cost to the County of rental machinery and equipment, together with
32 any operator furnished therewith if applicable;

33 11.2.2 The cost of equipment or supplies that can’t be returned, when purchased
34 by the County;

35 11.2.3 The cost or penalties incurred for the return of equipment or supplies,
36 when purchased by the County;

1 11.2.4 Payment to consultants, sub-consultants, contractors or sub-contractors
2 for work performed on behalf of the County; or

3 11.2.5 If the District terminates this Agreement after award of the construction
4 contract by the County, the District shall be responsible for all costs incurred by the County in
5 executing the necessary contract changes to delete the Project from the County's bridge
6 replacement contract.

7 11.3 Payment After Termination. No payment shall be made by the District for any
8 expense incurred or Services performed following the effective date of termination unless the
9 District further authorizes Services in writing or the expenses are determined to be non-
10 cancelable obligations pursuant to Section 11.2 of this Agreement.

11 **12. Notices**

12 All notices required to be given by any party to the other party under this Agreement
13 shall be in writing and shall be delivered either in person, by United States mail, or by electronic
14 mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered
15 in person shall be deemed given when accepted by the recipient. Notice by United States mail
16 shall be deemed given as of the date the same is deposited in the United States mail, postage
17 prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in
18 Section 1.4 of this Agreement. Notice delivered by email shall be deemed given as of the date
19 and time received by the recipient.

20 **13. Miscellaneous**

21 13.1 Entire Agreement; Amendment. This Agreement constitutes the entire
22 agreement between the parties regarding the subject matter hereof, and supersedes any and all
23 prior oral or written agreements between the parties regarding the subject matter contained
24 herein. Except as allowed in Section 5.5.2, this Agreement may not be modified or amended
25 in any manner except by a written document signed by the party against whom such
26 modification is sought to be enforced.

27 13.2 Governing Law and Venue. This Agreement shall be governed by and enforced
28 in accordance with the laws of the State of Washington. The venue of any action arising out of
29 this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish
30 County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the
31 prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable
32 attorney's fees.

33 13.3 Interpretation. This Agreement and each of the terms and provisions of it are
34 deemed to have been explicitly negotiated by the parties, and the language in all parts of this
35 Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or
36 against either of the parties hereto. The captions and headings in this Agreement are used only
37 for convenience and are not intended to affect the interpretation of the provisions of this
38 Agreement. This Agreement shall be construed so that wherever applicable the use of the

1 singular number shall include the plural number, and vice versa, and the use of any gender shall
2 be applicable to all genders.

3 13.4 Severability. If any provision of this Agreement or the application thereof to
4 any person or circumstance shall, for any reason and to any extent, be found invalid or
5 unenforceable, the remainder of this Agreement and the application of that provision to other
6 persons or circumstances shall not be affected thereby, but shall instead continue in full force
7 and effect, to the extent permitted by law.

8 13.5 No Waiver. A party's forbearance or delay in exercising any right or remedy
9 with respect to a Default by the other party under this Agreement shall not constitute a waiver
10 of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a
11 waiver of any other Default or any similar future Default.

12 13.6 No Assignment. This Agreement shall not be assigned, either in whole or in
13 part, by either party without the express written consent of the other party, which may be
14 granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in
15 violation of the preceding sentence shall be null and void and shall constitute a Default under
16 this Agreement.

17 13.7 Warranty of Authority. Each of the signatories hereto warrants and represents
18 that he or she is competent and authorized to enter into this Agreement on behalf of the party
19 for whom he or she purports to sign this Agreement.

20 13.8 No Joint Venture. Nothing contained in this Agreement shall be construed as
21 creating any type or manner of partnership, joint venture or other joint enterprise between the
22 parties.

23 13.9 No Third Party Beneficiaries. This Agreement and each and every provision
24 hereof are for the sole benefit of the District and the County. No other persons or parties shall
25 be deemed to have any rights in, under, or to this Agreement.

26 13.10 Execution in Counterparts. This Agreement may be executed in two or more
27 counterparts, each of which shall constitute an original and all of which shall constitute one and
28 the same agreement.

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

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the
2 latest date shown below. The signatories below represent and warrant that they possess the
3 authority to execute this Agreement and bind their respective entities.
4

5
6 SNOHOMISH COUNTY
7 "THE COUNTY"
8

SILVER LAKE WATER &
SEWER DISTRICT
"THE DISTRICT"
9

10
11
12 By: _____
13 County Executive Date

By: _____
Board President Date

14
15
16 Approved as to form only:
17

Approved as to form only:
18

19
20
21 By: /s/George Marsh 03/17/2022
22 Deputy Prosecuting Attorney Date

By: _____
Attorney for District Date

23
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25
26
27

EXHIBIT A

Project Location Map



EXHIBIT B

DESCRIPTION AND ESTIMATED COSTS* OF UTILITY WORK (District No. 20-0021)

Relocate and lower an existing 12-inch water main and associated appurtenances at two locations on Sunset Road, one north and one south of 180th Street SE. Adjust and replace existing water valve box covers and manhole lids to new grade after final paving.

Bid Item #	Description of Bid Item	Approx Qty.	Unit	Unit Cost	Total Costs
1.	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
2.	Removal of Structures and Obstructions	1	LS	\$ 5,000.00	\$ 5,000.00
3.	Dewatering	1	LS	\$ 10,000.00	\$ 10,000.00
4.	Removal and Replacement of Unsuitable Materials	40	CY	\$ 40.00	\$ 1,600.00
5.	Bank Run Gravel for Trench Backfill	265	CY	\$ 40.00	\$ 10,600.00
6.	Ductile Iron Class 52 Restrained Joint Pipe for Water Main, 12-Inch Diameter	120	LF	\$ 700.00	\$ 84,000.00
7.	Casing Pipe 20-Inch Diameter	75	LF	\$ 130.00	\$ 9,750.00
8.	Adjust and Replace Heavy Duty Water Valve Box / Cover	16	EACH	\$ 2,000.00	\$ 32,000.00
9.	Adjust and Replace Manhole Casting	9	EACH	\$ 3,500.00	\$ 31,500.00
10.	Project Temporary Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
11.	Flaggers	150	HR	\$ 75.00	\$ 11,250.00
12.	Shoring or Extra Excavation Cl B	1,500	SF	\$ 10.00	\$ 15,000.00
13.	Extra Trench Excavation	40	CY	\$ 50.00	\$ 2,000.00
14.	Surveying	1	LS	\$ 2,000.00	\$ 2,000.00
15.	Record drawings	1	LS	\$ 1,000.00	\$ 1,000.00
16.	Force Account	1	EST	\$ 5,000.00	\$ 5,000.00
17.	Erosion/Water Pollution control	1	EST	\$ 5,000.00	\$ 5,000.00
18.	ESC Lead	7	days	\$ 75.00	\$ 525.00
19.	Potholing	2	EACH	\$ 1,000.00	\$ 2,000.00
A.	Subtotal of Bid Items				\$263,225.00
B.	Contingency (15% of Line A Amount)				\$39,483.75
C.	Subtotal of Bid Items and Contingency				\$302,708.75
D.	Sales Tax (7.8% of Line C Amount)				\$23,611.28
E.	Subtotal of Bid Items, Contingency and Sales Tax				\$326,320.03
F.	Construction Inspection & Contract Administration (15% of Line C Amount)				\$45,406.31
G.	Administrative Overhead (20% of Line F Amount)				\$9,081.26
H.	Total Estimated Cost Of Utility Work*				\$380,807.60

*Note: This estimate is based on the District's 60% design and will be adjusted to conform to the successful bidder's proposal.