

1 INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE  
2 ALDERWOOD WATER AND WASTEWATER DISTRICT CONCERNING UTILITY  
3 CONSTRUCTION ASSOCIATED WITH THE 36<sup>th</sup>/35<sup>TH</sup> AVE WEST: 164<sup>TH</sup> STREET SW –  
4 SR 99 ROAD PROJECT  
5

6 This INTERLOCAL AGREEMENT, hereinafter referred to as the “Agreement”,  
7 concerning utility construction associated with the 36<sup>th</sup>/35<sup>TH</sup> Ave West road project is made and  
8 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 public road improvement project (TIP # E.40.01) to improve the  
16 36<sup>th</sup>/35<sup>TH</sup> Ave West corridor from 164<sup>th</sup> St SW to SR 99, (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 approximately 150 linear feet (LF) of 8-inch ductile iron  
24 water main and appurtenances, install approximately 2,100 LF of 4-inch PVC conduit  
25 and pull boxes, replace and relocate existing fire hydrants and water meters, relocate  
26 existing chain link fence, and adjust manholes and valves to grade along 36<sup>th</sup>/35<sup>TH</sup> Ave  
27 West from 164<sup>th</sup> Street SW to SR 99, (the “Utility Work”) (AWWD Ref# W0602).  
28  
29 D. The County and the District agree that it will be more efficient and mutually beneficial  
30 to both Parties for the County to complete the Utility Work during construction of the  
31 Project.  
32

33 **AGREEMENT**  
34

35 NOW, THEREFORE, in consideration of the respective agreements set forth below and  
36 for other good and valuable consideration, the receipt and sufficiency of which are hereby  
37 acknowledged, the County and the District agree as follows:  
38

39 **1. Requirements of Interlocal Cooperation Act**  
40

41 1.1 Purpose of Agreement. This Agreement is authorized by and entered into  
42 pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. The purpose and intent of this  
43 Agreement is to set forth the mutual obligations, responsibilities, and rights of the County and

1 District for performance of the Utility Work depicted in Exhibit A and described in Exhibit B  
2 attached hereto and incorporated by this reference.

3  
4 1.2 No Separate Entity Necessary. The Parties agree that no separate legal or  
5 administrative entities are necessary to carry out this Agreement.

6  
7 1.3 Ownership of Property. The Parties agree that the District shall have ownership  
8 of the new waterlines. Except as expressly provided to the contrary in this Agreement, any real  
9 or personal property used or acquired by either party in connection with the performance of this  
10 Agreement will remain the sole property of such party, and the other party shall have no interest  
11 therein.

12  
13 1.4 Administrators. Each party to this Agreement shall designate an Administrator,  
14 which may be designated by title or position, to oversee and administer such party's  
15 participation in this Agreement. The Parties' initial Administrators shall be the following  
16 individuals:

17  
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:

Lucas Moilanen, PE  
Alderwood Water & Wastewater District  
3626 – 156th Street SW  
Lynnwood, WA 98087-5021  
425-741-7960  
LMoilanen@awwd.com

18  
19 Either party may change its Administrator at any time by delivering written notice pursuant to  
20 Section 12 of this Agreement, of such party's new Administrator to the other party.

21  
22 **2. Effective Date and Duration**

23  
24 2.1 Effective Date. As provided by RCW 39.34.040, this Agreement shall take  
25 effect when it has: (i) been duly executed by both Parties, and (ii) either filed with the County  
26 Auditor or posted on the County's Interlocal Agreements website.

27  
28 2.2 Duration. This Agreement shall remain in effect until all obligations of the  
29 Parties are discharged, unless earlier terminated pursuant to the provisions of Sections 10 or 11  
30 below; PROVIDED, that the Parties' obligations after December 31<sup>st</sup> of the year in which this  
31 Agreement becomes effective, are contingent upon each Parties' local legislative appropriation  
32 of necessary funds to fund this Agreement in accordance with applicable laws.

1 **3. County Responsibilities**  
2

3 3.1 Lead Agency. Pursuant to WAC 197-11-926(1), the County shall serve as the  
4 lead agency for all aspects of planning, administration and construction, including SEPA, and  
5 to the extent applicable NEPA, review for the Project, and shall perform the Utility Work  
6 described in Exhibit B on the District’s behalf in conjunction with the Project. The County  
7 shall be responsible for compliance with the Local Agency Guidelines and the 2014 English  
8 edition of the Standard Specifications for Road, Bridge, and Municipal Construction (as  
9 modified by the County for County projects) published by the Washington State Department of  
10 Transportation (WSDOT, during the design and construction phases of the Project.  
11

12 3.2 Permits. The County shall be responsible for obtaining all required agency  
13 permits needed for the Project and Utility Work, except District required permits, which the  
14 District will obtain for the County.  
15

16 3.3 Plans and Specifications. The County shall include District provided plans and  
17 specifications for the Utility Work in the Project plans and specifications, PROVIDED that  
18 inclusion of the District plans and specifications does not result in any delay in the scheduled  
19 advertising date for the Project;  
20

21 3.4 Engineering Review of and Right to Reject District Plans. The County reserves  
22 the right to perform engineering review of the District’s plans and specifications and reject all  
23 or a portion of the District’s plans or specifications the County determines are not in compliance  
24 with either County standards or the County’s plans and specifications for the Project.  
25

26 3.5 Preconstruction Meeting. After awarding the contract, the County will arrange  
27 a preconstruction conference with the successful contractor(s), the (“Contractor(s)”) and invite  
28 the District to attend and participate.  
29

30 3.6 Inspection of Project Construction. The County shall inspect the construction  
31 of the Utility Work based upon the plans and specifications approved and provided by the  
32 District. The County will provide copies to the District of all daily inspection reports for work  
33 involving the Utility Work on a weekly or other agreed upon interval. Inspection of  
34 construction by the County shall not constitute a guarantee or warranty of the adequacy of  
35 performance.  
36

37 3.7 Deviation from Project Design. The County shall be responsible for obtaining  
38 District approval for all deviations from Utility Work design documentation approvals affecting  
39 the District’s Utility Work, including but not limited to deviations from the approved plans, and  
40 all other approved design documentation.  
41

42 3.8 Independent Contractor. The County shall perform all Utility Work under this  
43 Agreement as an independent contractor and not as an agent, employee, or servant of the  
44 District. The County has the express right to direct and control the County’s activities in

1 providing the agreed Utility Work in accordance with the specifications set out in this  
2 Agreement.

3  
4 3.9 Sub-Contracting. The County may, in its sole discretion, hire one or more  
5 consultants, and/or sub-consultants, contractors and/or sub-contractors to perform some or all  
6 of the Utility Work.

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

13  
14 3.11 Notification of Project Completion. The County, in accordance with Section 12  
15 of this Agreement, shall notify the District when the Utility Work has been completed.

16  
17 3.12 Correction of Deficiencies Identified by District. The County shall be  
18 responsible for correcting any deficiencies in the Utility Work identified by the District that  
19 were the result of the County's contractor not conforming to the District's approved plans.

20  
21 3.13 Invoicing. The County shall be responsible for invoicing the District for the  
22 reimbursement of all actual costs incurred by the County that are associated with the Utility  
23 Work in accordance with the terms of Section 5 of this Agreement.

24  
25 3.14 Project Records. The County will retain the original polypropylene plan sheets  
26 and all other Utility Work records.

27  
28 **4. District Responsibilities**

29  
30 4.1 Plans and specifications. The District shall submit, to the County, engineering  
31 plans and specifications for the Utility Work based upon the 2022 English edition of the  
32 Standard Specifications for Road, Bridge, and Municipal Construction of the Washington State  
33 Department of Transportation (WSDOT), as modified by the County for County projects.  
34 Ultimate responsibility for accuracy and completeness of the District's plans for the Utility  
35 Work rests with the District.

36  
37 4.2 Franchise agreement. The District shall comply with the terms of the franchise  
38 agreement between the District and the County, including but not limited to, County design  
39 standards and specifications, and Chapter 136-40 WAC, "Standards of Good Practice-  
40 Accommodation of Utilities on County Road Right of Way".

41  
42 4.3 Cooperation with the County's Contractor(s). The District shall make all  
43 reasonable efforts to cooperate with the County's Contractor(s) in facilitating the Utility Work  
44 and make necessary personnel available so as to not delay the Contractor(s)'s construction

1 schedule. The District shall be responsible for any costs to the County for delays to the Project  
2 resulting from delays to the Utility Work that are caused by the District.

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

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

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

21  
22 4.7 Reimbursement of County Costs. The costs shown in Exhibit B are estimated  
23 costs and the District shall be responsible for reimbursing the County for all actual costs  
24 associated with the Utility Work in accordance with the terms of Section 5 of this Agreement.

25  
26 **5. Estimate, Segregation, and Payment of Cost of Utility Work**

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

34  
35 5.2 Invoicing and Payment. The County shall invoice the District monthly, or on  
36 any other schedule that is mutually convenient and agreed to by the parties, showing actual  
37 expenditures on the Utility Work during the previous period. Invoices shall be based on the  
38 County Contractor(s)'s payments, equipment, materials, and labor expended on the Utility  
39 Work, plus County expenditures in support of the Utility Work as described more specifically  
40 in Section 5.3 below. Invoices shall include supporting documentation of expenses incurred  
41 and be sent to the District's Administrator identified in Section 1.4 of this Agreement.

42  
43 Invoices shall be paid by the District within thirty (30) days of receipt by the District without  
44 offset or deduction for any reason. Notice of any potential dispute regarding such payment

1 request shall be made in writing within the same time period. Payment by the District shall not  
2 constitute agreement as to the appropriateness of any item or acceptance of the work so  
3 represented. At the time of final audit, all required adjustments related to any potential dispute  
4 for which notice has been timely given shall be made and reflected in a final payment.

5  
6 5.3 District Reimbursement of Costs for Utility Work Performed by County Staff  
7 Consultants, Sub-Consultants, Contractors, or Sub-Contractors.

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

- 15  
16 (a) Salaries, wages, benefits of all County employees engaged therein;  
17  
18 (b) Travel expenses, including mileage of County employees;  
19  
20 (c) Materials, when provided by the County;  
21  
22  
23 (d) County-owned machinery and equipment, for which the County  
24 equipment rental rate shall be included in computing the cost of the machinery and equipment;  
25  
26 (e) Other costs and incidental expenses; including depreciation on County  
27 machinery and equipment;  
28  
29 (f) The full cost to the County of rental machinery and equipment,  
30 together with any operator furnished therewith;  
31  
32 (g) The cost of equipment, supplies, and related expenses when purchased  
33 by the County; and  
34  
35 (h) The cost of permits required from other agencies, except the District.  
36

37 5.3.2 Consultants, sub-consultants, contractors or sub-contractors. The District  
38 shall reimburse the County for One hundred percent (100%) of the final cost of all contract  
39 items related to the Utility Work, as shown in the bid proposal of the successful bidder.  
40

41 5.4 Administrative Costs for Utility Work Performed by County Staff. For the  
42 purpose of fixing the compensation to be paid by the District to the County for the County  
43 performing Utility Work, it is agreed that there shall be included in each billing, to cover  
44 administrative costs, an amount not to exceed the County administrative rate. This rate is

1 currently set at twenty percent (20%) of the total labor cost, including benefits, to the County  
2 for only those County employees performing Utility Work for the District under this  
3 Agreement. The administrative rate is not included in charges for materials, equipment, or  
4 payments to contractors or subcontractors. This rate may be reasonably adjusted annually to  
5 reflect changes in actual administrative costs without the need for a formal amendment of this  
6 Agreement.

7  
8 5.5 Extra Work. There may be unforeseen conditions requiring immediate  
9 resolution during the construction phase of the Utility Work such as construction disputes and  
10 claims, changed conditions and changes in the construction work. Reimbursement for increased  
11 construction engineering and/or construction contract amounts for the Utility Work shall be  
12 limited to costs covered by a modification, change order or extra work order approved as  
13 described below.

14  
15 5.5.1 Should it be determined that any change from the contract plans and  
16 specifications for the Utility Work is required, the County, through the Director of Engineering  
17 Services, shall have authority to make such changes up to the amount of the "Contingency"  
18 shown in Exhibit B.

19  
20 5.5.2 Any change in the Utility Work, that would result in an increased cost to  
21 the District in excess of \$10,000 per incident, or that would result in a total of cumulative  
22 incidents that is greater than the "Contingency" amount in Exhibit B, will require a binding  
23 Letter of Agreement, signed by both the County Public Works Director or designee and the  
24 District's General Manager or designee, describing the changed scope of work and the  
25 estimated change in the Utility Work cost.

26  
27 5.5.3 In the event of a claim by the Contractor(s), each party shall be responsible  
28 for its proportionate share based on its proportionate responsibility for the claim.

29  
30 5.6 Upon completion of the Project, the County shall submit a final invoice to the  
31 District in accordance with Sections 5 and 6 of this Agreement.

32  
33 **6. Audit and Final Invoice by County and Review and Acceptance by District of**  
34 **Project Completion**

35  
36 6.1 Audit and Final Billing. Upon completion of the Project, the County shall  
37 conduct a final audit in accordance with standards of the Washington State Department of  
38 Transportation. At the time of the final audit, all adjustments required shall be made and shall  
39 be reflected in a final billing to the District. The County shall, upon the completion of the audit,  
40 provide the District with a copy of the audit and a final invoice.

41  
42 6.2 Review and Acceptance. The District shall have thirty (30) days from receipt of  
43 the audit and final invoice to review and notify the County, pursuant to Section 12 of this  
44 Agreement, if it accepts or has comments on the audit and final invoice for the Project.

1  
2           6.3    Deemed Acceptance. Within thirty (30) days of receipt of the audit and final  
3 billing, the District shall notify the County in writing of any objections to the audit and/or  
4 billing. If no objections are timely filed, the District shall make final payment to the County  
5 and such final payment shall constitute an acceptance by the District of the County’s costs and  
6 accounting.

7  
8    **7.        Indemnification/Hold Harmless**

9  
10           7.1    Indemnification/Hold Harmless. Each Party shall protect, defend, indemnify,  
11 and hold harmless the Other Party, its officers, officials, employees, and agents, from any and  
12 all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind  
13 whatsoever (hereinafter “claims”), arising out of or in any way resulting from the Indemnifying  
14 Party’s officers, employees, agents, contractors and/or subcontractors of all tiers, consultants  
15 and/or sub-consultants, acts or omissions, performance or failure to perform this Interlocal  
16 Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, now  
17 enacted or as hereinafter amended.

18  
19           7.2    Waiver of Immunity Under Industrial Insurance Act. The indemnification  
20 provisions of Section 7.1 above are specifically intended to constitute a waiver of each party’s  
21 immunity under Washington’s Industrial Insurance Act, Title 51 RCW, as respects the other  
22 party only, and only to the extent necessary to provide the indemnified party with a full and  
23 complete indemnity of claims made by the indemnitor’s employees. The parties acknowledge  
24 that these provisions were specifically negotiated and agreed upon by them.

25  
26           7.3    Survival. The provisions of this Section 7 shall survive the expiration or earlier  
27 termination of this Agreement.

28  
29    **8.        Insurance**

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

36  
37    **9.        Compliance with Laws**

38  
39           In the performance of its obligations under this Agreement, each party shall comply  
40 with all applicable federal, state, and local laws, rules, and regulations.



1 **10. Default and Remedies**

2  
3 10.1 Default. If either Party fails to perform any act or obligation required to be  
4 performed by it hereunder, the other party shall deliver written notice of such failure to the non-  
5 performing party. The non-performing party shall have thirty (30) days after its receipt of such  
6 notice in which to correct its failure to perform the act or obligation at issue, after which time  
7 it shall be in default (“Default”) under this Agreement; provided, however, that if the non-  
8 performance is of a type that could not feasibly be cured within said thirty (30) day period, then  
9 the non-performing party shall not be in Default if it commences cure within said thirty (30)  
10 day period and thereafter diligently pursues cure to completion.

11  
12 10.2 Remedies. In the event of a party’s Default under this Agreement, then after  
13 giving notice and an opportunity to cure pursuant to Section 10.1 above, the non-Defaulting  
14 party shall have the right to exercise any or all rights and remedies available to it in law or  
15 equity.

16  
17 **11. Early Termination**

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

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

33  
34 11.2.1 The cost to the County of rental machinery and equipment, together with  
35 any operator furnished therewith if applicable;

36  
37 11.2.2 The cost of equipment or supplies that can’t be returned, when purchased  
38 by the County;

39  
40 11.2.3 The cost or penalties incurred for the return of equipment or supplies,  
41 when purchased by the County;

42  
43 11.2.4 Payment to consultants, sub-consultants, contractors or sub-contractors  
44 for work performed on behalf of the County; or

1  
2 11.2.5 If the District terminates this Agreement after award of the construction  
3 contract by the County, the District shall be responsible for all costs incurred by the County in  
4 executing the necessary contract changes to delete the Project from the County's bridge  
5 replacement contract.

6  
7 11.3 Payment After Termination. No payment shall be made by the District for any  
8 expense incurred or Utility Work performed following the effective date of termination unless  
9 the District further authorizes Utility Work in writing or the expenses are determined to be non-  
10 cancelable obligations pursuant to Section 11.2 of this Agreement.

11  
12 **12. Notices**

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

22  
23 **13. Miscellaneous**

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

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

38  
39 13.3 Interpretation. This Agreement and each of the terms and provisions of it are  
40 deemed to have been explicitly negotiated by the parties, and the language in all parts of this  
41 Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or  
42 against either of the parties hereto. The captions and headings in this Agreement are used only  
43 for convenience and are not intended to affect the interpretation of the provisions of this  
44 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  
4 13.4 Severability. If any provision of this Agreement or the application thereof to  
5 any person or circumstance shall, for any reason and to any extent, be found invalid or  
6 unenforceable, the remainder of this Agreement and the application of that provision to other  
7 persons or circumstances shall not be affected thereby, but shall instead continue in full force  
8 and effect, to the extent permitted by law.

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

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

20  
21 13.7 Warranty of Authority. Each of the signatories hereto warrants and represents  
22 that he or she is competent and authorized to enter into this Agreement on behalf of the party  
23 for whom he or she purports to sign this Agreement.

24  
25 13.8 No Joint Venture. Nothing contained in this Agreement shall be construed as  
26 creating any type or manner of partnership, joint venture or other joint enterprise between the  
27 parties.

28  
29 13.9 No Third Party Beneficiaries. This Agreement and each and every provision  
30 hereof are for the sole benefit of the District and the County. No other persons or parties shall  
31 be deemed to have any rights in, under, or to this Agreement.

32  
33 13.10 Execution in Counterparts. This Agreement may be executed in two or more  
34 counterparts, each of which shall constitute an original and all of which shall constitute one and  
35 the same agreement.

36  
37 13.11 Records. The Parties shall maintain all records pertaining to the Project and  
38 Utility Work for a period not less than six (6) years from the final payment to the County by  
39 the District or the date the Agreement is terminated, whichever is later. The Parties shall keep  
40 all records available for either public disclosure requests pursuant to RCW 42.56 (aka the Public  
41 Records Act) or inspection and audit by the State. Copies of all records, accounts, documents  
42 or other data pertaining to the Project shall be furnished upon request. If any litigation, claim,  
43 or audit is commenced, the records and accounts along with supporting documentation shall be

1 retained by the Parties until all litigation, claim or audit finding has been resolved even though  
2 such litigation, claim, or audit may continue past the six-year retention period.

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

7  
8 County  
9 SNOHOMISH COUNTY

District  
ALDERWOOD WATER &  
WASTEWATER DISTRICT

10  
11  
12  
13  
14 By: \_\_\_\_\_  
15 County Executive Date

By: \_\_\_\_\_  
Board President Date

16  
17  
18 Approved as to form only:

Approved as to form only:

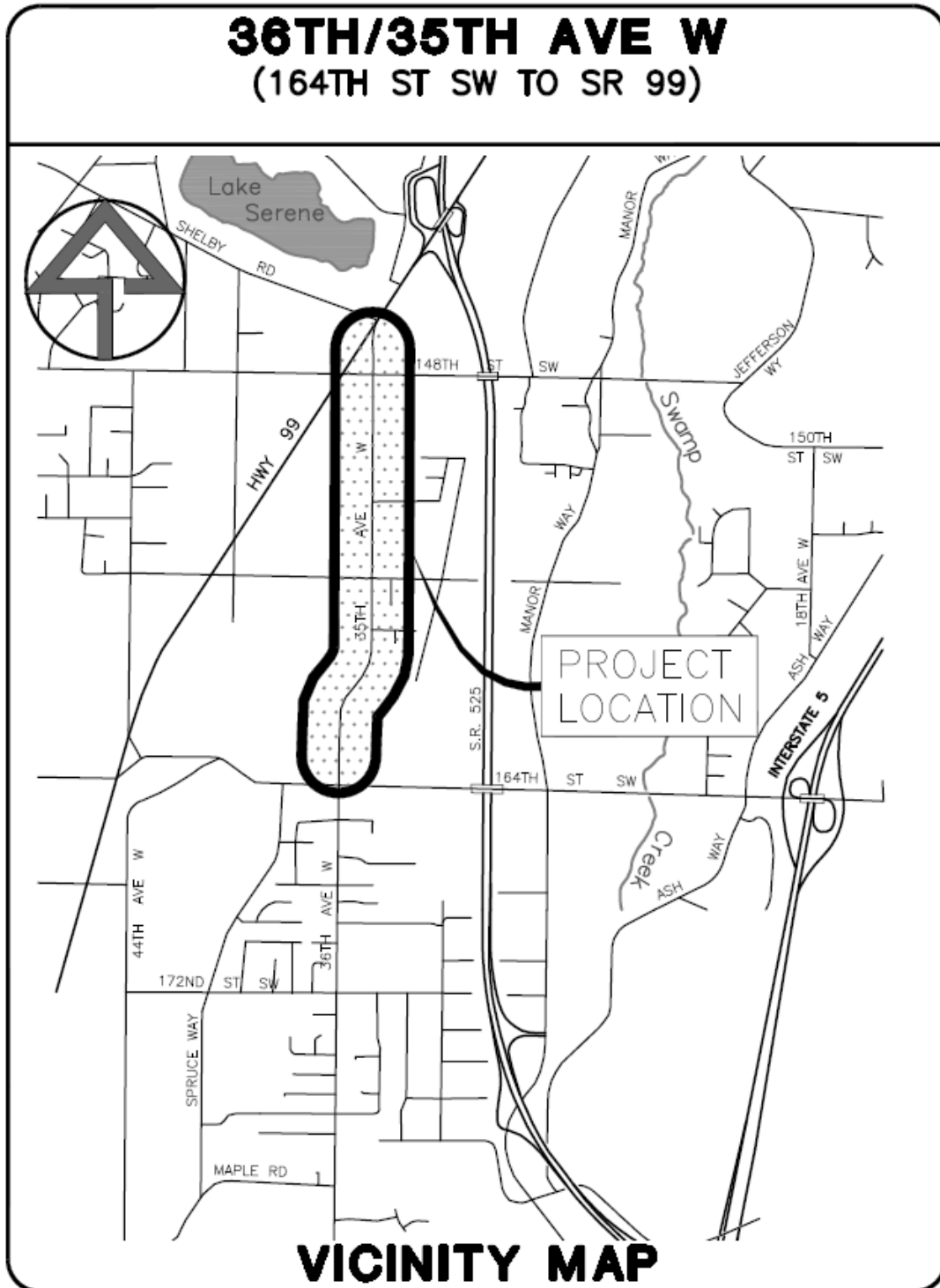
19  
20  
21 By: /s/ George Marsh 10/14/2021  
22 Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Attorney for District Date

23  
24 *[The remainder of this page is intentionally left blank.]*  
25  
26  
27

**EXHIBIT A**

**Vicinity Map**



## EXHIBIT B

### DESCRIPTION AND ESTIMATED COSTS OF UTILITY WORK (AWWD ref# W0602)

The County will relocate approximately 150 linear feet (LF) of 8-inch ductile iron water main and appurtenances, install approximately 2,100 LF of 4-inch PVC conduit and pull boxes, replace and relocate existing fire hydrants and water meter, relocate existing chain link fence and adjust manholes and valves to grade.

#### AWWD Transmission Main and Adjustment Estimate

Spec. Section	Item	Units	Qty	Unit Price	Amount
1-05, SP	Construction Surveying	LS	1	\$ 5,000.00	\$ 5,000.00
1-05, SP	Record Drawings (Minimum Bid \$2,000)	LS	1	\$ 2,000.00	\$ 2,000.00
1-07, SP	Additional Potholing*	EA	10	\$ 1,200.00	\$ 12,000.00
1-09	Mobilization/Demobilization	LS	1	\$ 20,000.00	\$ 20,000.00
1-09	Force Account	EST	1	\$ 30,000.00	\$ 30,000.00
1-10	Project Temporary Traffic Control	LS	1	\$ 20,000.00	\$ 20,000.00
1-10	Flaggers	HR	160	\$ 55.00	\$ 8,800.00
1-10	Traffic Control Supervisor	LS	1	\$ 5,000.00	\$ 5,000.00
2-02, SP	Sawcutting	LF	4520	\$ 4.00	\$ 18,080.00
2-02, SP	Removal of Asphalt Conc. Pavement	SY	780	\$ 10.00	\$ 7,800.00
2-09, SP	Controlled Density Fill (CDF)*	CY	50	\$ 300.00	\$ 15,000.00
2-09, SP	Shoring or Extra Excavation Class B	LS	1	\$ 25,000.00	\$ 25,000.00
5-04, SP	HMA Cl. 1/2 In. PG-58H-22 for Trench Patch	TON	260	\$ 175.00	\$ 45,500.00
5-04, SP	Temporary HMA	TON	100	\$ 125.00	\$ 12,500.00
7-05	Adjust Manhole	EA	28	\$ 500.00	\$ 14,000.00
7-08, SP	Construction Dewatering	LS	1	\$ 15,000.00	\$ 15,000.00
7-08, SP	Removal and Replacement of Unsuitable Materials*	CY	50	\$ 100.00	\$ 5,000.00
7-09 SP	Bank Run Gravel for Trench Backfill	TON	1100	\$ 55.00	\$ 60,500.00
7-09, SP	Adjust Valve Box to Grade	EA	40	\$ 300.00	\$ 12,000.00
7-09, SP	Ductile Iron Pipe for Water Main, 8 In. Diam.	LF	150	\$ 300.00	\$ 45,000.00
7-09, SP	Connection to Existing Water Main, 8-In. Diam.	EA	6	\$ 4,500.00	\$ 27,000.00
7-14, SP	Relocate Fire Hydrant Assembly	EA	2	\$ 2,500.00	\$ 5,000.00
7-14, SP	Replace Fire Hydrant Assembly	EA	6	\$ 5,500.00	\$ 33,000.00
8-01	ESC lead	DAY	20	\$ 120.00	\$ 2,400.00

9-29, SP	AWWD Conduit Pipe, 4-inch Diam.	LF	2100	\$ 35.00	\$ 73,500.00
9-29, SP	AWWD Conduit Junction Box	EA	3	\$ 1,500.00	\$ 4,500.00
8-02, SP	Relocate Existing Fence	LS	1	\$ 50,000.00	\$ 50,000.00
<b>Line #</b>	<b>Item</b>				<b>Amount</b>
1	Subtotal (without tax)				\$ 585,380.00
2	Washington State Sales Tax @ 10.4% of subtotal (Line 1)				\$ 60,879.52
3	Subtotal				\$ 646,259.52
4	Contingency 20% of Subtotal without tax (Line 3)				\$ 129,251.90
5	Total Opinion of Probable Construction Cost (Line 3 + Line 4)				\$ 775,511.42
6					
7	Construction Inspection and Contract Administration Costs 15% of Subtotal (Line 5)				\$ 116,326.71
8	Administrative Overhead 20% Admin Costs (Line 7)				\$ 23,265.34
9	<b>Total Estimated Cost of Utility Work (Line 5 + Line 7 + Line 8)</b>				<b>\$ 915,103.47</b>

\*Provisional Bid Item: not subject to Section 1-04.6 of Standard Specifications.

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