

INTERLOCAL AGREEMENT BETWEEN PUBLIC UTILITY DISTRICT NO. 1
OF SNOHOMISH COUNTY AND SNOHOMISH COUNTY FOR
MISCELLANEOUS ROAD MAINTENANCE SERVICES

This INTERLOCAL AGREEMENT concerning miscellaneous road maintenance services, hereinafter referred to as the “Agreement”, is made and entered into, by and between Snohomish County, a political subdivision of the State of Washington, hereinafter referred to as the “County,” and the Public Utility District No. 1 of Snohomish County, a municipal corporation of the State of Washington, hereinafter referred to as the “District,” and collectively as the “Parties.”

RECITALS

A. Pursuant to an Interlocal Agreement between Public Utility District No. 1 of Snohomish County and Snohomish County for Miscellaneous Maintenance Services (hereinafter “the Original Agreement”) dated January 22, 2014, the County has historically performed miscellaneous road maintenance services for the District.

B. The County and the District agree that it is mutually beneficial for the County and the District to continue working together cooperatively. Pursuant to this Agreement and chapter 39.34 RCW, the District and County wish to both provide and receive miscellaneous road maintenance services from one another.

C. It is the intention of the parties that the duties and obligations of this Agreement substitute for, and supersede the duties and obligations of, the Original Agreement as set forth in Section 15.1 below.

D. Pursuant to Section 7 below, the requesting party shall reimburse the performing party for its actual costs incurred in performing the requested services, including time, labor, equipment, materials, and administrative overhead, all as more fully described in this Agreement.

AGREEMENT

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

1. Requirements of Interlocal Cooperation Act

1.1 Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and intent of this Agreement is to set forth the mutual obligations, responsibilities, and rights of the County and the District to work together efficiently and effectively to design and construct small capital road-related projects on District or County property and to perform road-related maintenance on District or County property.

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. 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”), who 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:

District’s Initial Administrator:

Doug McCormick, P.E., County Engineer
Snohomish County Public Works
3000 Rockefeller Avenue M/S 607
Everett, WA 98201

Brad Spangler, P.E., Senior Manager, Generation
Public Utility District No. 1 of Snohomish County
PO Box 1107 M/S E1
Everett, WA 98206

Either party may change its Administrator at any time by delivering written notice 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 through December 31, 2026, unless earlier terminated pursuant to the provisions of Section 12 below; PROVIDED, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3)-year terms by written notice from either party; PROVIDED FURTHER, 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 for this specific purpose in accordance with applicable laws.

3. Scope of Services

The scope of the services provided hereunder (the “Services”) includes but shall not be limited to the following:

- a. Construction of small capital projects on property owned by the requesting Party, roads, rights-of-way and bridges, not subject to mandatory competitive bidding, as determined by the requesting party.
- b. Maintenance services on property owned by the requesting Party, roads, right-of-ways and bridges including but not limited to snow

plowing, sanding, brush cutting, and repair to signs, guardrails, and gates, to maintain the facility, as nearly as practical in its original as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.

- c. Inspection of District bridges and recommendation of any necessary maintenance and/or repairs. NOTE: District does not have this capability and shall not be obligated to provide this support to the County.
- d. Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of road-related facilities. Design and inspection of work performed by District for County shall require County-furnished engineering design and inspection services.

4. Process for Delivery of Services

4.1 Submission of Work Orders. If the District or County (the “requesting party”) desires that the other party perform (the “performing party”) any of the Services, the requesting party shall submit to the performing party’s Administrator, or his or her designee, a Work Order in substantial form to that attached hereto in Appendix A. The performing party shall complete a Work Order in which it shall describe in detail the Services to be performed and shall state the desired completion date. The performing party may in its sole discretion require additional information from the requesting party, including but not limited to, a road plan and profile or sketches. Neither party shall submit any Work Orders for which the cost for design, right-of-way acquisition, construction, or maintenance are reimbursable with Federal funds or Federal grants.

4.2 Work Orders for Winter Maintenance. Either party, at its own discretion, may submit an annual Work Order for winter maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the requesting party desires winter maintenance services to be performed. Unless otherwise notified by the requesting party, the performing party will conduct winter maintenance operations on the roads and streets identified in the plan at those times the performing party has mobilized winter operations in the general area. Provided an annual Work Order request has been submitted by the requesting party and accepted by the performing party, individual Work Order requests will not be required to initiate a response to snow and ice events.

4.3 Work Orders for Ongoing Maintenance. Either party, at its own discretion, may submit an annual Work Order for ongoing maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the requesting party desires ongoing maintenance and describe in detail the maintenance operations requested. Unless otherwise notified by the requesting party, the performing party will conduct ongoing maintenance operations on the requesting party’s roads and streets identified in the plan. Provided an annual Work Order request has been submitted by the requesting

party and accepted by the performing party, individual Work Order requests will not be required to initiate the performance of ongoing maintenance operations.

4.4 Work Orders for Emergency Response Services. Either party, at its own discretion, may submit an annual Work Order for emergency response services. Any such annual Work Order shall include a plan identifying the triggering emergency events, and the routes on which the requesting party desires emergency response services, as well as describe in detail the emergency operations requested. Unless otherwise notified by the requesting party, the performing party will conduct emergency response operations on the roads and streets identified in the plan upon the occurrence of an emergency event. Provided an annual Work Order request has been submitted by the requesting party and accepted by the performing party, individual Work Order requests will not be required to initiate the response to an emergency event.

4.5 Response to Work Orders. Upon receipt of a Work Order, the performing party shall review the Services requested therein. In its sole discretion, the performing party may agree to accept or reject the Work Order. If the Work Order is rejected, the performing party shall make a notation to that effect on the Work Order and return it to the requesting party. If the Work Order is accepted, the performing party shall (1) make a notation to that effect on the Work Order, and (2) prepare an Estimate of the time and costs for the requested Services as well as the time and cost of preparing said Estimate, which it will attach to the Work Order. The Estimate is non-binding and does not constitute a bid or contract maximum, and the requesting party shall remain liable for the entire actual cost as described in Section 8 below. Once the Estimate has been attached to the Work Order, the Work Order and Estimate shall be returned to the requesting party.

4.6 Notice to Proceed. Upon receipt of a responsive Work Order and Estimate the requesting party may issue a written Notice to Proceed authorizing the performing party to perform the requested Services. The issuance of a Notice to Proceed shall constitute a representation by the requesting party that (1) it finds the Estimate acceptable, and (2) sufficient funds are appropriated to cover the cost of the Services.

4.7 Performing Party. Upon issuance of a Notice to Proceed, the Administrators or their designated agents shall finalize working procedures associated with the delivery of the Services. The performing party shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the requesting party, PROVIDED HOWEVER that the performance of work shall be subject to availability of personnel, equipment, and materials necessary to perform the Services without unduly disrupting the normal operations and functions of the performing party. The performing party shall notify the requesting party of any inability to perform under this Agreement, including postponement of Services due to workload constraints.

4.8 Chances to Work Orders by the Requesting Party. The requesting party may make changes to the requested Services by submitting a new Work Order outlining in

detail the desired changes to the Services. The performing party, in its sole discretion, may accept or reject the new Work Order, PROVIDED HOWEVER, that the acceptance is not required where the requesting party is terminating work pursuant to Section 12.2 below. The requesting party shall be liable for all increases in cost, if any, which may be incurred by changes to the Services, including but not limited to clean-up and striping costs and any non-cancelable costs.

4.9 Changes to Work Orders by the Performing Party. After issuance of a Notice to Proceed, the performing party shall provide the requesting party with written notification of any changes to the Work Order required by the performing party when such changes will substantially alter the nature of the Services or the Estimate. The performing party shall obtain the requesting party's written approval to any such changes before implementing them.

4.10 Authority of Administrators. By entering into this Agreement and upon it becoming effective as described in Section 2 above, both Parties authorize their respective Administrators to accept, deny, and negotiate the Work Orders described in this Section 4, including any associated increase, decrease, or other change to the costs of the Services.

5. Services Provided

5.1 Lead Agency. The County shall serve as the lead agency for the Services provided by the County. The District shall serve as the lead agency for Services provided by the District.

5.2 Services. The performing party shall solely determine the schedule for the Services. The performing party will provide the requesting party with a full and complete copy of any construction design plans. The performing party shall segregate the costs of the Services from other work they may be performing.

5.3 Independent Contractor. The performing party shall perform the work as an independent contractor and not as an agent, employee, or servant of the other party. The performing party shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the performing party.

6. Cooperation by Requesting Party

6.1 Agreement to Cooperate. The requesting party shall cooperate in completing the Services. The requesting party shall make its personnel, including but not limited to its Police and Public Works Department staff, available at reasonable times and upon reasonable advance notice, for purposes of facilitating the performance of the Services, including but not limited to any safety planning meeting the performing party schedules for purposes of discussing traffic control issues. Upon request by the performing party's Administrator or his or her agent and before any work is commenced, the requesting party shall order the temporary closing to traffic of all roads and streets, or portions thereof, as deemed necessary by the performing party, in its sole discretion, to perform the Services.

6.2 Grant of Access. The requesting party certifies that it owns the real property or rights-of-way upon which the Services shall be rendered and additional real property or rights-of-way are not needed to complete the Services. The requesting party further grants to the performing party, for the purpose of performing Services pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by the requesting party and those rights-of-way and WSDOT rights-of-way that the requesting party is responsible for maintaining that are necessary or convenient for the performing party to access in performing the Services.

6.3 Coordination with WSDOT and Utilities. In the event it becomes necessary or convenient for the performing party to enter in, on, over, under or above a right-of-way owned by WSDOT or any utility or impact any equipment owned by WSDOT or any utility, the performing party shall notify the requesting party, and the requesting party shall cooperate in the efforts to coordinate with WSDOT and/or the utility to obtain any required approvals and/or permits authorizing such activity.

6.4 Permitting. At least thirty (30) days prior to the delivery of any requested Services, the requesting party shall obtain and provide to the performing party copies of all permits necessary for the Services.

7. Payment by Requesting Party

7.1 Actual Costs. The performing party shall be reimbursed in full by the requesting party for the actual costs of the Services provided on a time and materials basis plus an administrative overhead charge as described in Section 7.2 below. The performing party agrees that only those costs directly allocable to the Services under generally accepted accounting procedures will be charged to the requesting party. In computing the cost of the use of machinery and equipment, the performing party shall charge the requesting party for the full cost to the performing party of rental machinery and equipment and any operator furnished therewith and/or the performing party's equipment rental rate on performing party-owned machinery and equipment.

7.2 Administrative Overhead. For the purpose of fixing the compensation to be paid by the requesting party for the Services, it is agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed each party's administrative rate. The County rate is currently set at 20% of the total labor cost to the County for those County employees performing Services for the District under this Agreement. The District will apply overhead rates consistent with Appendix B for the costs of the District's Labor in performing Services for the County under this Agreement. Charges for administrative costs are in addition to charges for materials and equipment. Overhead costs will not be applied to materials and equipment. These rates may be reasonably adjusted annually to reflect changes in actual administrative costs without the need for a formal amendment of this Agreement.

7.3 Invoicing and Payment. The performing party shall invoice the requesting party or its designee for all Services performed by the performing party. The requesting

party shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. The performing party shall include in each invoice a summary listing of labor, materials and equipment included in the invoice. Documentation of costs including but not limited to timesheets and materials invoices shall be made available upon request. Unless the requesting party delivers written notice to the performing party disputing the amount of a particular invoice, the requesting party shall make payment on all invoices submitted by the performing party within thirty (30) days of the invoice date. Amounts not paid within 30 days of the invoice date shall thereafter accrue interest at a rate of twelve percent per annum or one percent per month.

7.4 Records. The parties shall maintain accurate time and accounting records related to the Services as provided for in Section 15.11.

8. Indemnification/Hold Harmless

8.1 Indemnification/Hold Harmless. Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from the indemnifying Party's officers, employees, agents, contractors and/or subcontractors of all tiers, consultants and/or sub-consultants, acts or omissions, performance or failure to perform this Interlocal Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereafter amended.

8.2 Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Section 8.1 above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

8.3 Survival. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

9. Insurance

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

Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations and cause any subcontractors

working on behalf of said party to also carry such insurance prior to performing work under the Agreement.

10. Compliance with Laws

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

11. Default and Remedies

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

11.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination

12.1 Notice of Early Termination. Except as provided in Section 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon providing not less than thirty (30) days’ written notice to the other party pursuant to Section 14 of this Agreement. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 12, the District and County shall pay for all Services performed up to the date of termination, as well as the costs of any and all non-cancelable obligations. The County and County shall notify the other within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. Termination costs charged shall not exceed the actual costs incurred as a result of early termination. No payment shall be made for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the other party.

13. Dispute Resolution

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

14. Notices

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

15. Miscellaneous

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein, including but not limited to the Original Agreement, PROVIDED HOWEVER, that the Parties' duties and obligations under the Original Agreement regarding insurance and indemnification shall survive as to any claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, known or unknown, for injury, sickness, disability or death to persons or damage to property or business, arising prior to the Effective Date of this Agreement. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

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

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

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

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

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

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

15.8 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

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

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

15.11 Records. The Parties shall maintain all records pertaining to the Agreement and Services for a period of not less than six (6) years from the final payment to either Party or the date the Agreement is terminated, whichever is later. The Parties shall keep all records available for either public disclosure requests pursuant to RCW 42.56 or inspection and audit by the state. Copies of all records, accounts, documents or other data pertaining to the Services shall be furnished upon request. If any claim, litigation, or audit is commenced, the records and accounts along with supporting documentation shall be retained by the Parties until all claim, litigation or audit finding has been resolved even though such claim, litigation, or audit may continue past the six-year retention period.

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

SNOHOMISH COUNTY:

PUBLIC UTILITY DISTRICT NO. 1
OF SNOHOMISH COUNTY:

By _____
County Executive Ken Klein Date
Executive Director

By _____
John Haarlow Date
General Manager/CEO

Approved as to Form only:

Approved as to Form only:

/s/ George Marsh 4/11/2023
Deputy Prosecuting Attorney

Assistant General Counsel

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APPENDIX A
MISCELLANEOUS ROAD MAINTENANCE
SERVICES
Snohomish County - Road Maintenance Division

Work Order Form

Samples provided below are to be used for Work Order requests made to Snohomish County. Work Order request made to the District shall be provided on a District Work order form. The District Work Order form does not need to be identical to the County Work Order but should contain the same elements including an approval section.



ROAD MAINTENANCE AID AGREEMENT WORK ORDER

Agency/Jurisdiction: _____

Submitted By: _____ Date Submitted: _____

Contact Info: _____ Requested Completion Date: _____

Authorized By: _____ Position/Title: _____

(Signature from Agency/Jurisdiction for approval to proceed per Estimated Cost Below)

Date Approved: _____

WORK TO BE PERFORMED (Description and/or Sketch) (Attach Additional Pages If Needed)

Once completed please email to: Contact.PWRoadtt@snoco.org

For Completion by Snohomish County Road Maintenance Division

Estimated Cost For Services: _____ Reimbursable Service Number: RR

Approved By:

RM Operations Manager: _____ Date: _____

RM Director: _____ Date: _____

Date of Completion: _____ By: _____



PUBLIC WORKS BRIDGE INSPECTION SERVICES WORK ORDER

Agency/Jurisdiction: _____

Submitted By: _____ Date Submitted: _____

Contact Info: _____ Requested Completion Date: _____

Authorized By: _____ Position/Title: _____

(Signature from Agency/Jurisdiction for approval to proceed per Estimated Cost Below)

Date Approved: _____

WORK TO BE PERFORMED (Description) (Attach Additional Pages If Needed)

Once completed please email to: Contact.PWBridgettZ@snoco.org

For Completion by Snohomish County Engineering Services Division

County's Estimated Cost For Services: _____

County Reimbursable Service Number: RR _____

County Work Order Number: (progressive number assigned by order of request) _____

Approved By:

Bridge Group Supervisor: _____ Date: _____

ES Director: _____ Date: _____

Date of Completion: _____ By: _____

APPENDIX B
 MISCELLANEOUS ROAD MAINTENANCE SERVICES
 Public Utility District No. 1 of Snohomish County

OVERHEAD RATES

Current overhead rates provided below are to be used for Work Order requests made to the District by Snohomish County, per Section 7.2 of the Agreement.

PUD NO. 1 OF SNOHOMISH COUNTY ELECTRIC SYSTEM OVERHEAD RATES							
Effective Date	Labor Overhead -		Stores Overhead	Stores Lg Equip	Administrative & General Overhead	Administrative & General	
	Straight Time	Overhead - Overtime				Reimbursable Overhead	Supervisory Overhead
Jan-12	57.00%	10.10%	14.00%	1.00%	12.00%	0.00%	0.00%
Apr-12	57.00%	10.10%	15.00%	1.00%	12.00%	0.00%	0.00%
Jul-12	57.00%	10.10%	15.00%	1.00%	11.00%	0.00%	0.00%
Jan-13	57.00%	10.10%	18.00%	1.00%	11.00%	0.00%	0.00%
Jul-13	59.00%	12.10%	18.00%	1.00%	11.00%	0.00%	0.00%
Jan-14	59.00%	12.10%	18.00%	1.00%	11.00%	0.00%	0.00%
Sep-15	62.00%	14.00%	18.00%	1.00%	11.00%	13.30%	3.00%
Jul-17	64.00%	16.00%	16.00%	1.00%	12.00%	14.30%	3.00%
Jul-19	64.00%	19.00%	16.00%	1.00%	12.00%	14.30%	3.00%
Sep-19	64.00%	19.00%	16.00%	1.00%	13.00%	15.30%	3.00%
Apr-20	64.00%	19.00%	16.00%	1.00%	13.00%	15.80%	3.00%
Jul-21	61.00%	16.00%	16.00%	1.00%	13.00%	15.80%	3.00%