

1 INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE
2 ALDERWOOD WATER & WASTEWATER DISTRICT CONCERNING UTILITY
3 CONSTRUCTION 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 Alderwood Water & Wastewater District, a municipal corporation of the
7 State 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 8, 16 & 36-inch water mains &
15 appurtenances, as further described in Exhibit B (Utility Work), during construction of
16 the Project.
- 17 C. The County and the District agree that it will be more efficient and mutually beneficial
18 to both Parties for the County to complete the Utility Work during construction of the
19 Project.

20 **AGREEMENT**

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

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

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

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

32 1.3 Ownership of Property. The parties agree that the District shall have ownership
33 of the new waterline. Except as expressly provided to the contrary in this Agreement, any real
34 or personal property used or acquired by either party in connection with the performance of this

1 Agreement will remain the sole property of such party, and the other party shall have no interest
2 therein.

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

<u>County’s Initial Administrator:</u>	<u>District’s Initial Administrator:</u>
Michael Randall, PE, Project Mgr. Snohomish County DPW 3000 Rockefeller Avenue M/S 607 Everett, Washington 98201 425-388-6642 Michael.Randall@snoco.org	Dan Scheil, P.E. Alderwood Water & Wastewater District 3626 156th Street SW Lynnwood, WA 98087-5021 425-743-4605 DScheil@awwd.com

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

9 **2. Effective Date and Duration**

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

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

18 **3. County Responsibilities**

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

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

1 3.3 Plans and Specifications. The County shall include District provided plans and
2 specifications for the Utility Work in the Project plans and specifications, PROVIDED that
3 inclusion of the District plans and specifications does not result in any delay in the scheduled
4 advertising date for the Project;

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

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

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

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

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

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

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

34 3.11 Notification of Project Completion. The County, in accordance with Section 12
35 of this Agreement, shall notify the District when the Utility Work has been completed.

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

1 3.13 Invoicing. The County shall be responsible for invoicing the District for the
2 reimbursement of all actual costs incurred by the County that are associated with the Utility
3 Work in accordance with the terms of Section 5 of this Agreement.

4 3.14 Project Records. The County will retain the original polypropylene plan sheets
5 and all other Utility Work records.

6 **4. District Responsibilities**

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

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

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

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

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

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

1 4.7 Reimbursement of County Costs. The costs shown in Exhibit B are estimated
2 costs and the District shall be responsible for reimbursing the County for all actual costs
3 associated with the Utility Work in accordance with the terms of Section 5 of this Agreement.

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

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

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

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

24 5.3 District Reimbursement of Costs for Services Performed by County Staff
25 Consultants, Sub-Consultants, Contractors, or Sub-Contractors.

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

- 32 (a) Salaries, wages, benefits of all County employees engaged therein;
33 (b) Travel expenses, including mileage of County employees;
34 (c) Materials, when provided by the County;
35 (d) County-owned machinery and equipment, for which the County
36 equipment rental rate shall be included in computing the cost of the machinery and equipment;
37 (e) Other costs and incidental expenses; including depreciation on County
38 machinery and equipment;

1 (f) The full cost to the County of rental machinery and equipment,
2 together with any operator furnished therewith;

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

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

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

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

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

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

28 5.5.2 Any change in the Utility Work, that would result in an increased cost to
29 the District in excess of \$20,000 per incident, or that would result in a total of cumulative
30 incidents that is greater than the "Contingency" amount in Exhibit B, will require a binding
31 Letter of Agreement, signed by both the County Public Works Director or designee and the
32 District's General Manager or designee, describing the changed scope of work and the
33 estimated change in the Utility Work cost.

34 5.5.3 In the event of a claim by the Contractor(s), each party shall be responsible
35 for its proportionate share based on its proportionate responsibility for the claim.

36 5.6 Upon completion of the Project, the County shall submit a final invoice to the
37 District in accordance with Sections 5 and 6 of this Agreement.

1 **6. Audit and Final Invoice by County and Review and Acceptance by District of**
2 **Project Completion**

3 6.1 Audit and Final Billing. Upon completion of the Project, the County shall
4 conduct a final audit in accordance with standards of the Washington State Department of
5 Transportation. At the time of the final audit, all adjustments required shall be made and shall
6 be reflected in a final billing to the District. The County shall, upon the completion of the audit,
7 provide the District with a copy of the audit and a final invoice

8 6.2 Review and Acceptance. The District shall have thirty (30) days from receipt of
9 the audit and final invoice to review and notify the County, pursuant to Section 12 of this
10 Agreement, if it accepts or has comments on the audit and final invoice for the Project.

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

16 **7. Indemnification/Hold Harmless**

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

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

31 7.3 Survival. The provisions of this Section 7 shall survive the expiration or earlier
32 termination of this Agreement.

33 **8. Insurance**

34 Each party shall maintain its own insurance and/or self-insurance for its liabilities from
35 damage to property and /or injuries to persons arising out of its activities associated with this
36 Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof

1 of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the
2 indemnified party(s).

3 **9. Compliance with Laws**

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

6 **10. Default and Remedies**

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

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

19 **11. Early Termination**

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

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 Services
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 Services. The County shall
28 invoice the District within sixty (60) days after the date of termination of all remaining costs
29 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 11.2.1 The cost to the County of rental machinery and equipment, together with
34 any operator furnished therewith if applicable;

35 11.2.2 The cost of equipment or supplies that can’t be returned, when purchased
36 by the County;

1 11.2.3 The cost or penalties incurred for the return of equipment or supplies,
2 when purchased by the County;

3 11.2.4 Payment to consultants, sub-consultants, contractors or sub-contractors
4 for work performed on behalf of the County; or

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

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

13 **12. Notices**

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 **13. Miscellaneous**

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

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

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

1 for convenience and are not intended to affect the interpretation of the provisions of this
2 Agreement. This Agreement shall be construed so that wherever applicable the use of the
3 singular number shall include the plural number, and vice versa, and the use of any gender shall
4 be applicable to all genders.

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, the parties hereto 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

ALDERWOOD WATER &
WASTEWATER DISTRICT

By: _____
County Executive Date

By: _____
Board President Date

Approved as to form only:

Approved as to form only:

By: /s/George Marsh 03/16/2022
Deputy Prosecuting Attorney Date

By: _____
Attorney for District Date

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EXHIBIT A

Project Location Map

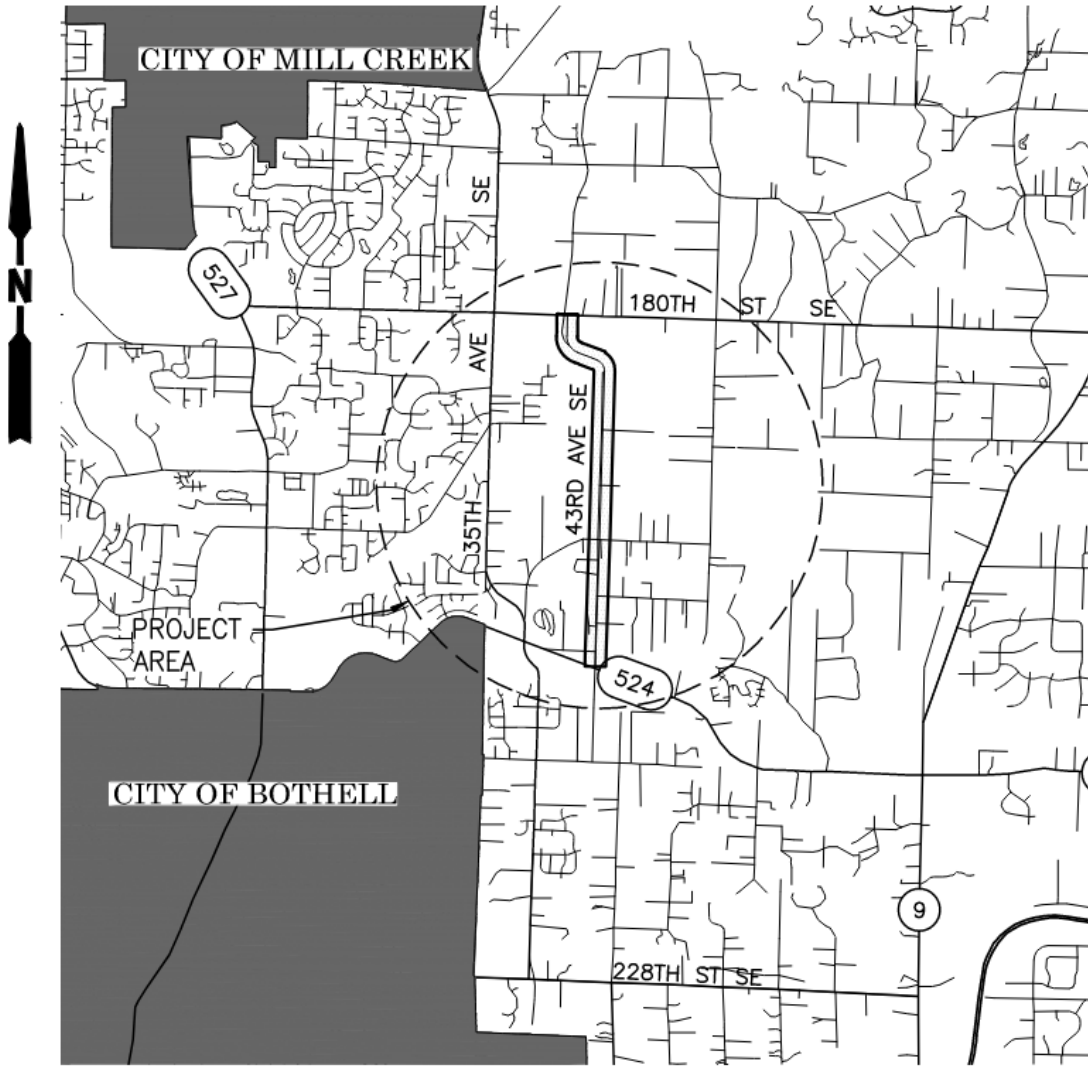


EXHIBIT B

DESCRIPTION AND ESTIMATED COSTS* OF UTILITY WORK (District ref# W2005)

Relocate approximately 1300 linear feet (LF) of 8-inch ductile iron water main, 600 linear feet (LF) of 16-inch ductile iron water main 70 linear feet (LF) of 36-inch ductile iron water main and appurtenances. Install approximately 1400 LF of 8-inch ductile iron water main. Replace and relocate existing fire hydrants and water meters. Relocate existing cathodic test stations. Adjust manholes and valves to grade.

Bid Item #	Description of Bid Item	Approx Qty.	Unit	Unit Cost	Total Costs
1.	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
2.	Construction Dewatering	1	LS	\$ 15,000.00	\$ 15,000.00
3.	Sawcutting	450	LF	\$ 4.00	\$ 1,800.00
4.	Removal of Asphalt Conc. Pavement	1,200	SY	\$ 10.00	\$ 12,000.00
5.	Removal and Replacement of Unsuitable Materials	50	CY	\$ 100.00	\$ 5,000.00
6.	Bank Run Gravel for Trench Backfill	2,000	TON	\$ 55.00	\$ 110,000.00
7.	Ductile Iron Pipe for Water Main, 8 In. Diam.	2,700	LF	\$ 160.00	\$ 432,000.00
8.	Ductile Iron Restrained Joint Pipe for Water Main, 16 In. Diam.	600	LF	\$ 210.00	\$ 126,000.00
9.	Ductile Iron Restrained Joint Pipe for Water Main, 36 In. Diam.	70	LF	\$ 240.00	\$ 16,800.00
10.	Relocate/Replace Blow-off Assembly	4	EACH	\$ 5,500.00	\$ 22,000.00
11.	Relocate/Replace Comb Air Release/Air Vacuum Valve Assembly 1 In	2	EACH	\$ 4,000.00	\$ 8,000.00
12.	Fire Hydrant Assembly	1	EACH	\$ 2,500.00	\$ 2,500.00
13.	Replace Fire Hydrant Assembly	7	EACH	\$ 5,500.00	\$ 38,500.00
14.	Relocate/Adjust Water Service	40	EACH	\$ 1,200.00	\$ 48,000.00
15.	1 Inch Water Service Connections	14	EACH	\$ 2,500.00	\$ 35,000.00
16.	HMA Cl. ½ In. PG-58H-22 for Trench Patch	200	TON	\$ 175.00	\$ 35,000.00
17.	Temporary HMA	200	TON	\$ 125.00	\$ 25,000.00
18.	Project Temporary Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
19.	Adjust Manhole	3	EACH	\$ 850.00	\$ 2,550.00
20.	Shoring or Extra Excavation Cl B	1	LS	\$ 15,000.00	\$ 15,000.00
21.	Controlled Density Fill (CDF)	50	CY	\$ 300.00	\$ 15,000.00
22.	Construction Surveying	1	LS	\$ 5,000.00	\$ 5,000.00
23.	Record drawings (Minimum Bid \$2,000)	1	LS	\$ 2,000.00	\$ 2,000.00

24.	Adjust Valve Box to Grade	26	EACH	\$ 450.00	\$ 11,700.00
25.	Extra Ductile Iron Fittings	4,000	LBS	\$ 11.00	\$ 44,000.00
26.	Connection to Existing Water Main, 8 Inch Diam.	4	EACH	\$ 7,000.00	\$ 28,000.00
27.	Connection to Existing Water Main, 16 Inch Diam.	4	EACH	\$ 10,000.00	\$ 40,000.00
28.	Connection to Existing Water Main, 36 Inch Diam.	2	EACH	\$ 30,000.00	\$ 60,000.00
29.	Relocate/Replace Existing Cathodic Test Station	3	EACH	\$ 2,500.00	\$ 7,500.00
30.	Replace Existing Ground Mats	12	EACH	\$ 2,500.00	\$ 35,000.00
31.	Force Account	1	EST	\$ 50,000.00	\$ 50,000.00
32.	Erosion/Water Pollution control	1	EST	\$ 20,000.00	\$ 20,000.00
33.	ESC Lead	40	days	\$ 75.00	\$ 3,000.00
A.	Subtotal of Bid Items				\$1,291,350.00
B.	Contingency (20% of Line A Amount)				\$193,702.50
C.	Subtotal of Bid Items and Contingency				\$1,485,052.50
D.	Sales Tax (10.4% of Line C Amount)				\$154,445.46
E.	Subtotal of Bid Items, Contingency and Sales Tax				\$1,639,497.96
F.	Construction Inspection & Contract Administration (15% of Line C Amount)				\$222,757.88
G.	Administrative Overhead (20% of Line F Amount)				\$44,551.58
H.	Total Estimated Cost Of Utility Work*				\$1,906,807.41

*Note: This estimate is based on the District's 30% design and will be adjusted to conform to the successful bidder's proposal.