AMENDMENT NO. 1

To the INTERLOCAL COOPERATIVE AGREEMENT
Dated April 2, 2018
Between The City of Sedro-Woolley, Washington
And Public Utility District No. 1 of Skagit County

This Amendment revises the above contract as follows:

STATEMENT OF WORK is revised as follows:

1. The City will assist the PUD in conducting the following:

BID SCHEDULE C
PUD NO.1 WATER LINE UPGRADE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td>6,200.00</td>
<td>6,200.00</td>
</tr>
<tr>
<td>2</td>
<td>Project Traffic Control</td>
<td>LS</td>
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<td>550.00</td>
<td>550.00</td>
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<tr>
<td>3</td>
<td>Removal of Conc. Walk</td>
<td>SY</td>
<td>50</td>
<td>15.00</td>
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<td>4</td>
<td>Removal of Curb and Gutter</td>
<td>LF</td>
<td>22</td>
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<td>700</td>
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<td>6</td>
<td>HMA CL 1/2 PG 64-22</td>
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<td>82</td>
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<td>7</td>
<td>Water Main 8-In. Diam. Ductile Iron</td>
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<td>34</td>
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<tr>
<td>8</td>
<td>Water Main 9-In. Diam. Ductile Iron</td>
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<td>591</td>
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<td>40,779.00</td>
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<td>9</td>
<td>Water Main 12-In. Diam. Ductile Iron</td>
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<td>630</td>
<td>91.00</td>
<td>57,330.00</td>
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<td>10</td>
<td>Trench Excavation for Final Connections</td>
<td>LF</td>
<td>150</td>
<td>33.70</td>
<td>5,055.00</td>
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<tr>
<td>11</td>
<td>Tapping Sleeve and Valve Assembly, 2-inch</td>
<td>EA</td>
<td>1</td>
<td>850.00</td>
<td>850.00</td>
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<td>12</td>
<td>Gate Valve 2-In</td>
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<td>13</td>
<td>Gate Valve 6-In</td>
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<td>Gate Valve 8-In</td>
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<td>Butterfly Valve 12-In</td>
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<td>2,105.00</td>
<td>4,210.00</td>
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<td>16</td>
<td>Adjust Existing Structure</td>
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<td>Hydrant Assembly</td>
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<td>4,875.00</td>
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<td>18</td>
<td>Install 1-1/2-in. Far Side Service (Trenchless Method)</td>
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<td>19</td>
<td>Install 1-1/2-in. Near Side Service</td>
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<td>20</td>
<td>Service Connection Near Side</td>
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<td>21</td>
<td>Service Connection Far Side (Trenchless Method)</td>
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<td>23</td>
<td>Trench Excavation Safety Systems</td>
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<td>2,000.00</td>
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<td>24</td>
<td>Cement Corc. Traffic Curb and Gutter</td>
<td>LF</td>
<td>22</td>
<td>66.00</td>
<td>1,452.00</td>
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BID SCHEDULE C
PUD NO.1 WATER LINE UPGRADE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Spec. Section</th>
<th>Item Description</th>
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<th>Unit Price</th>
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<td>25</td>
<td>8-14</td>
<td>Cement Conc. Sidewalk</td>
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<td>26</td>
<td>8-14</td>
<td>Monolithic Conc. Curb and Sidewalk</td>
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<td>27</td>
<td>1-07</td>
<td>Force Acct. – Unanticipated Conflicts</td>
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<td>1</td>
<td>5,000.00</td>
<td>5,000.00</td>
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</tbody>
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**Construction Phase – Schedule C SUB-TOTAL**

$196,625.00

**Tax at 8.5%**

$16,713.13

**Total Schedule C including tax**

$213,338.13

**Contingency**

5%  $10,666.91

**Contract Administration**

5%  $10,666.91

**Design Engineering – By City Staff**

Actual  $5,150.00

**Construction Engineering Coordination**

EST  $1,200.00

**Construction Surveying (estimated)**

EST  $3,600.00

**Soils Testing (estimated)**

EST  $1,100.00

**Amount Toward SCH A Traffic Control Item**

EST  $19,800.00

**TOTAL (ROUNDED)**

$265,522.00

**COMPENSATION** is revised as follows:

2. City will charge PUD for its portion of the services described above at its actual costs plus 5% for Administration for a maximum compensation not to exceed **$265,522.00** without further authorization from PUD. Requests by PUD for any other services by the City shall be negotiated as a mutually agreed amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended by mutual written agreement to authorize additional compensation.

DATED this _____ day of ______________, 2018.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By:

Julia Johnson, Mayor

PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY

By:

George Sidhu, P.E. - General Manager

Public Utility District No. 1 of Skagit County
Interlocal Cooperative Agreement
Amendment 1
Page 2 of 2
August 9, 2018

TO: George Sidhu, P.E., General Manager

FROM: Mark Hindzlik, P.E., Engineering Manager

BY: Mike Buxton, Project Manager

SUBJECT: Request to Amend Interlocal Agreement with the City of Sedro-Woolley

Requested Action:
Amend the Interlocal Agreement with City of Sedro-Woolley for water system improvements along State Street from Walley Street to 3rd Street, by contributing 30% (approximately $19,800) toward Bid Schedule “A”, Line Item 2 Traffic Control.

Background:
On April 10, 2018, the Commission authorized the General Manager to enter into an Interlocal Agreement with the City of Sedro-Woolley in the amount of $7,350.00 with future commitments up to $296,835.00 for water system improvements along State Street, from Walley Street to 3rd Street in conjunction with the City’s 2018 State Street Pavement Improvement Project. The Interlocal stipulated that the District pay costs associated with Bid Schedule “B” while the City would fund work under Bid Schedules “A” and “C”.

Upon evaluating the bids for errors, the City noticed that there was a significant cost imbalance associated with Traffic Control between the City’s Schedule “A” and the District’s Schedule “B”.

The District’s obligation as currently bid is $66,877.55 or 22.5%, less than anticipated and the City is concerned with the potential risks and cost escalations associated with rebidding the project next year. Contributing 30% to Bid Schedule “A” lump sum Traffic Control would keep the District’s contract costs below those anticipated, would allow the City to move forward with their project, and would maintain the mutual benefits provided by coordinating with the City.

This proposal is a result of good faith negotiations to meet the interest of each municipal partner and preserve the mutual benefit of bidding and constructing these projects under one contract.

Fiscal Impact:
The Commission has previously authorized an expenditure of $296,835.00 for this joint project. With this amendment, the revised costs remain below the estimated amounts and would not require additional authorization.

kac
To: George Sidhu, P.E., General Manager

From: Mark Handzlik, P.E., Engineering Manager

By: Mike Benton, Project Manager

Subject: Interlocal Agreement (ILA) with the City of Sedro-Woolley

Requested Action:
Authorize the General Manager to execute and enter into an interlocal agreement with the City of Sedro-Woolley in the amount of $7,350.00 with future commitments up to $296,835.00, for water system improvements along State Street, from Walley Street to 3rd Street.

Background:
The City of Sedro-Woolley will be performing surface improvements along State Street between Walley Street and 3rd Street, see attached Exhibit “A”.

These segments of the District’s water system have been on the pipe replacement program since 2014. The existing pipes are 6 and 8-inch cast iron that were installed in 1943. While cast iron pipes can have a very long service life, the pipe diameters do not provide sufficient capacity for current fire flow demands. Therefore, considering age, capacity, and timing efficiencies, the District will replace this infrastructure with 12-inch ductile iron pipe matching the capacity of the pipes east and west of this project where it will be connected.

Historically the District has found advantage when projects are able to be incorporated into other municipal partners work. The intention of this interlocal agreement is to secure that advantage.

Through an interlocal with the City of Sedro-Woolley, the District will reimburse the City for design and construction work. The design work is estimated at $7,350.00. The construction cost is estimated at approximately $289,485.00 which includes a 20% contingency.

The District’s portion of the construction will be bid as a separate bid schedule under the City’s contract. At the time of award the Commission will receive updated information regarding scope and fee; however, no additional funding approval will be sought unless the bid amount exceeds the estimated project authorization of $296,835.00.
Agenda Item #9

Memorandum re: Interlocal with the City of Sedro-Woolley
April 4, 2019
Page 2

A break down of those costs follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Costs</th>
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</thead>
<tbody>
<tr>
<td>ILA – Design &amp; Bid Doc Preparation</td>
<td>$7,350.00</td>
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<tr>
<td>Engineer’s Estimate for Contract</td>
<td>$223,650.00</td>
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<tr>
<td>Subtotal</td>
<td>$231,000.00</td>
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<td>Contingency</td>
<td>$19,635.00</td>
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<tr>
<td>Sales Tax</td>
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<tr>
<td><strong>Total Project Estimate</strong></td>
<td><strong>$296,835.00</strong></td>
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</table>

**Fiscal Impact:**
Funding for this interlocal agreement and project will come from Budget Line Item #60 Mandated by Other Agencies. This budget line item holds $810,000.00. The work is consistent with the intended use of these funds.

kac
INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY AND SKAGIT COUNTY PUBLIC UTILITY DISTRICT NUMBER 1

THIS AGREEMENT is made and entered into this 2nd day of April, 2018, by and between the City of Sedro-Woolley, a Washington Municipal Corporation, herein referred to as "CITY," and Public Utility District Number 1 of Skagit County, herein referred to as "PUD."

WHEREAS, the City is in the process of constructing the 2018 State Street Overlay Project, City Project 2018-PW-03,

WHEREAS, PUD desires to replace and upgrade an existing PUD water main located within the project limits,

WHEREAS, the parties believe the project will be completed most efficiently and cost effectively if the PUD work is conducted pursuant to the City's contract with the prime contractor,

WHEREAS, the City and PUD are each independently authorized by law to conduct such activity; and,

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities, including an agency of state government, on a basis of mutual advantage; and,

WHEREAS, it is of mutual advantage to the City and PUD to enter into this Agreement providing a mechanism for the PUD's work related to the City's project to be constructed by the City and paid for by the PUD as part of the 2018 State Street Overlay Project (the Project); and,

WHEREAS, it is necessary for the City and the PUD to enter into an agreement setting forth the terms, conditions, and requirements for completing the Project.

NOW, THEREFORE, in consideration for the terms and conditions contained herein and in the documents incorporated herein, the parties agree as follows:
STATEMENT OF WORK

1. The City will assist the PUD in conducting the following:

Bid Schedule B: Skagit County PUD No. 1 Water Main Improvements

<table>
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<tr>
<th>Item</th>
<th>Item Description</th>
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<th>Unit</th>
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<td>Construction Phase - Schedule B SUB-TOTAL</td>
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<tr>
<td></td>
<td>Tax at 8.5 Percent</td>
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<td></td>
<td>TBD</td>
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<tr>
<td></td>
<td>Total Schedule B including Tax</td>
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<td></td>
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<tr>
<td></td>
<td>Design Engineering –</td>
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<td></td>
<td>$3,500.00</td>
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<td>Construction Engineering Coordination</td>
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<td>Contract Administration</td>
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<td>TOTAL (ROUNDED)</td>
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<td>$7,350.00</td>
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</table>

COMPENSATION

2. City will charge PUD for its portion of the services described above at its actual costs plus 5% for Administration for a maximum compensation not to exceed $7,350.00 without further authorization from PUD. Requests by PUD for any other services by the City shall be negotiated as a mutually agreed amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended by mutual written agreement to authorize additional compensation.

It is contemplated that the City will contract for all aspects of the job, and the PUD will reimburse the City for its respective share of the contract costs associated with the scope of work identified above.

PUD will review and approve design documents, furnish design survey data in electronic format, and provide field inspection services for their portion of the work. City’s contract manager and inspector will coordinate with PUD and schedule testing and administer change orders and pay requests.

Design and construction phase engineering coordination, construction surveying and soils testing costs shown above are estimates. The actual cost will be billed based on invoices from the appropriate sub-consultant. Construction Phase Services and Construction Contract will be determined after close of bids.

In the event a dispute arises between the City and a contractor that may affect the costs of the work for which PUD is responsible, the City will consult with PUD concerning the dispute and the method of resolution.
In the event the work requires change orders due to unforeseen conditions or other matters, the City is authorized to approve change orders related to the portion of the work for which PUD is responsible, after consultation with PUD, for a total amount not to exceed the amount provided for in the construction contract for changes, overruns and contingencies.

PAYMENT PROCEDURE

3. The City shall submit invoices to PUD on a monthly basis. Payment shall be made by warrant or account transfer by PUD to the City within 30 days of receipt of the invoice. Details of payment process shall be determined by the parties' respective financial offices.

INDEPENDENT CAPACITY

4. The officials, employees or agents of each party who are engaged in the performance of this Agreement shall continue to be officials, employees or agents of that party and shall not be considered for any purpose to be officials, employees or agents of the other party.

LEGAL RELATIONS

5. Neither party shall be liable for damage or claims which arise from or relate to the performance or non-performance of this Agreement by the other party. Each party shall be responsible only for the negligent acts and omissions of its own officers, employees, and agents, and no party shall be considered the agent of the other.

ASSIGNMENT

6. PUD understands that the City will contract for services to be provided under this agreement and amendments thereto. However, neither party shall assign or convey its interests or obligations under this Agreement without the written consent of the other. There are no third-party beneficiaries of this agreement.

DISPUTES

7. It is expected that any conflicts arising out of the implementation of this Agreement will be resolved at the staff level. In the event that issues cannot be resolved by staff in a timely fashion, the parties agree to elevate the dispute through equivalent management levels of each party, and if necessary to the general manager and City Supervisor. OR DESIGNEE.

In the event that a dispute cannot be resolved in the manner described above, they shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.
AMENDMENT

8. This Agreement shall be amended only by written mutual consent of the parties. Amendments to this agreement may be initiated by any of the parties and will become final after written agreement by all parties and appropriate signatories is executed.

TERMINATION

9. This agreement is effective from the date of signature by all parties and remains in effect until modified by written mutual consent or terminated. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. If this Agreement is so terminated, PUD shall be responsible to the City for performance rendered or costs incurred or contracted for in accordance with the terms of this Agreement prior to the effective date of termination, including the cost of any work contracted for by the City or the cost to the City to terminate the contract for said work.

CONTRACT MANAGEMENT

10. The contract administrators shall be the persons listed below. The contract administrator for each party shall be responsible for and shall be the contact person for all notices and communications regarding the performance of this Agreement.

Mike Benton
Project Manager
Skagit County PUD No. 1
POB 1436
1415 Freeway Drive
Mount Vernon, WA 98273
(360) 848-4439
benton@skagitpud.org

David Lee, PE
City Engineer
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
(360) 855-0771
dlee@ci.sedro-woolley.wa.us

GOVERNANCE

11. This Agreement is entered into and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal constitution statutes and rules;
- Statement of work; and
- Any other provisions of the Agreement, including materials incorporated by reference.
WAIVER

12. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

13. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of the Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

14. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

ADDITIONAL PROVISIONS

15. This Agreement does not create any separate legal entity, create any joint organization, establish any common budget, nor authorize the joint acquisition of any personal or real property.

DATED this 2
day of April, 2018.

CITY OF SEDRO-WOOLLEY

[Signature]
Mayor

ATTEST:
[Signature]
Finance Director

APPROVED AS TO FORM:

[Signature]
City Attorney

PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY

[Signature]
George Sidhu, P.E. - General Manager

APPROVED AS TO FORM:

[Signature]
PETER GILBERT
**DIRECT PURCHASE ORDER ADJUSTMENT EDIT LIST**

**Signature:**

<table>
<thead>
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<th>Batch Number</th>
<th>Batch Date</th>
<th>Operator</th>
<th>Date Created</th>
<th>Time Created</th>
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<td>MID</td>
<td>09/17/18</td>
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**PO #:** DP 01934 DIR

**Type:** CONSTRUCTION ENGINEERING AND C ONTRACT ADMIN.

**Subject:** Ship To

Public Utility District No. 1

1415 Freeway Drive

Mount Vernon WA 98273

**Line | Item | Commodity 1-step | Quantity Units | Date Req Disc % | Note | Adj | Bal**

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</tr>
</tbody>
</table>

CONSTRUCTION ENGINEERING AND CONTRACT ADMIN. FOR REPLACING 684 LF OF 6" CI WITH 12" D.I. BID OUT WITH CITY IMPROVEMENTS VIA A SEPERATE BID SCHEDULE

**GL Account | GL Description | Debits | Credits**

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<th>GL Description</th>
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<th>Credits</th>
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| to | WAT2789-1-9812 | Des-State St, Valley to 3rd St | 265,522.00 | 0.00 |
| 190 999.9.00.2313 | Purchase Order Adjust Entry | 0.00 | 265,522.00 |

**Batch Summary:**

**Batch Header Amount:** 258,172.00

**PO total:** 258,172.00

**Batch Variance:** 0.00
DIRECT PURCHASE ORDER ADJUSTMENT EDIT LIST

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<td>09/17/18</td>
<td>10:12</td>
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</table>

NO INTERFUND CING WAS DONE FOR THE BATCH
**Public Utility District No. 1**

**Vendor:**
02074  CITY OF SEDRO WOOLLEY  
325 METCALF ST  
SEDRO WOOLLEY WA 98284

**Ship To:**
Public Utility District No. 1  
1415 Freeway Drive  
Mount Vernon WA 98273

**PO Number:** DP 01934  
**PO Date:** 03/22/18  
**Requestor:** Michael Benton  
**F.O.B.:** DESTINATION  
**Ship Via:** VENDORS CHOICE  
**Terms:** NET 30

<table>
<thead>
<tr>
<th>LINE</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>1</td>
<td>CONSTRUCTION ENGINEERING AND CONTRACT ADMIN. FOR REPLACING 684 LF OF 6&quot; CI WITH 12&quot; D.I. BID OUT WITH CITY IMPROVEMENTS VIA A SEPERATE BID SCHEDULE</td>
</tr>
<tr>
<td></td>
<td>190 999.9.00.1830 WAT2789-1-9812</td>
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</tbody>
</table>

**TOTAL:** 7,350.00

---

**TERMS AND CONDITIONS**
Acceptance of this order constitutes an agreement to make immediate delivery unless otherwise stated.

**SPECIAL PURCHASE ORDER INSTRUCTIONS**
List Purchase Order number on all shipments and invoices. Refer to requestor before substituting materials ordered.

**AUTHORIZED SIGNER:**

*General Manager*

**DATE:** April 11, 2018
Vendor: 02074  CITY OF SEDRO WOOLLEY
325 METCALF ST  SEDRO WOOLLEY WA 98284

Ship To:  Public Utility District No. 1
1415 Freeway Drive  Mount Vernon WA 98273

Terms: NET 30
Ship Via: VENDORS CHOICE
Requestor: Michael Benton
F.O.B: DESTINATION

<table>
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<tr>
<td>DESCRIPTION</td>
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<tr>
<td>UNIT</td>
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<tr>
<td>UNIT PRICE</td>
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<tr>
<td>TOTAL</td>
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<tr>
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TERMS AND CONDITIONS
Acceptance of this order constitutes an agreement to make immediate delivery unless otherwise stated.

SPECIAL PURCHASE ORDER INSTRUCTIONS
List Purchase Order number on all shipments and invoices. Refer to requestor before substituting materials ordered.

AUTHORIZED SIGNER:
[Signature]
Central Manager

DATE: April 11, 2018
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<tr>
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<th>Description</th>
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<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
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<td>CONSTRUCTION ENGINEERING AND CY</td>
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<td>1.00</td>
<td>7,350.000</td>
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**GL Account**

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<td>7,350.00</td>
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<td>190 999.9.00.2313</td>
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</tbody>
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**Batch Summary**

- Batch Header Amount: 7,350.00
- PO total: 7,350.00
- Batch Variance: 0.00
Direct Purchase Order Creation Edit List

<table>
<thead>
<tr>
<th>Batch Number</th>
<th>Batch Date</th>
<th>Operator</th>
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<th>Time Created</th>
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No interfund CING was done for the batch.
CONTRACT AND CHANGE ORDER COVER SHEET

Engineering Services ☐  Technical Services ☐  Interlocal Agreements ☑  Other ☐
Public Works ☐

Requestor: Benton  Date: 03/20/18

Project Name: State St., Walley to 3rd St. - ILA (Former Project Name - State St., Rita to 3rd)

Project #: CP 4981-3693  City Works #: 2789-1-9812

PO #: DP-1934  Task Order #: 
Change Order #: 

Contractor/Vendor: City of Sedro Woolley
Address: 325 Metcalf St.
Sedro Woolley, WA 98273
Contact: David Lee, P.E.
Phone: (360) 855-3219
Email: dlee@ci.sedro-woolley.wa.us
Title: City Engineer

Project/Change Description: Design & Contract Admin for 896 LF of 6-in Cast Iron water main to be replaced with 672 LF of 12-in DI and 224 LF of 8-in DI by City with Dist. Insp.

Original Contract Amount: $7,350.00
Total of Previous Changes: $0.00
This Contract/Change Amount: $258,172.00
Updated Contract Amount: $265,522.00

Original Project Budget: $296,835.00
Budget Source(s): 
Available Project Budget: $296,835.00

Remaining Project Budget (after this Contract/Change): $31,313.00

Department Head Signature: [Signature]  Date: 7/12/18
Auditor Signature: [Signature]  Date: 9/13/18
Treasurer Signatures: [Signature]  Date: 9/14/18
CFO Signatures: [Signature]

Legal Review: Yes ☑  N/A ☐

Attachments: ☑ Two Original Contracts/Work Orders
☐ Original Change Order
☐ Workflow Routing Checklist
☐ Recommendation to Award
☑ Scope of Work

06/2017