

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

THIS AGREEMENT is made and entered into this 27th day of April 2017, 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 **2017 Local Access Street Overlay/Chip Seal Projects**,

WHEREAS, PUD has replaced and upgraded an existing PUD water main located within the project limits, and said work caused substantial damage to the existing roadway surface, and as such damage requires the City to rebuild the entire roadway,

WHEREAS, the City and PUD agree to have the final paving work related to PUD project **Alexander St, 4th to 11th St Sterling St, Township E to 6th PVC and 7th St, Marshall Ave to Alexander Project, C.O.4898, W.O.15-3598**, to be conducted by the City,

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 **2017 Local Access Street Overlay/Chip Seal Projects** (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:

HMA Paving					
Item	Item Description		Unit of	Paving Contractor	
No.		Quantity	Measure	Unit Price	Amount
1	HMA CL 1/2" PG 64-22	290	TN	\$100.00	\$29,000.00
	Contract Administration	5%			\$1,450.00
	TOTAL (ROUNDED)				\$30,450.00

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 \$30,450.00 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 provide the asphalt materials and the asphalt placement, and the PUD will reimburse the City for its respective share of the asphalt costs associated with the scope of work identified above.

City's contract manager and inspector will coordinate with PUD and schedule testing and administer change orders and pay requests.

The actual cost will be billed based on invoices from the appropriate supplier.

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.

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 28th day of April, 2017.

CITY OF SEDRO-WOOLLEY

Keith P. Wagones
Mayor

ATTEST:

Ruby K. Nelson
Deputy Clerk Finance Director

APPROVED AS TO FORM:

[Signature]
City Attorney P. Hayden, as to form
only 11061

PUBLIC UTILITY DISTRICT NO. 1 OF
SKAGIT COUNTY

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

APPROVED AS TO FORM:

CONTRACT AND CHANGE ORDER COVER SHEET



Professional Services Materials
Public Works Interlocal Agreements
Maintenance Developer Agreements

Requestor BENTON FOR SMITH Date 5/15/17

Project Name ALEXANDER, Lth TO 11th & STERLING, TOWNSHIP E. TO 6" PVC

District Project # 3598 District CO # 1898

Contract # _____ Contract WO # ~~1250-1-9816~~ 77A
Change Order # _____

Contractor/Vendor CITY OF SEDRO WOOLLEY ATTN: DAVID LEE, P.E.

Address 325 METCALF ST.
SEDRO WOOLLEY, WA 98284

Contact DAVID LEE, P.E. Title CITY ENGINEER

Phone (360) 855-3219 Email dlee@ci.sedro-woolley.wa.us

Project/Change Description _____

Original Contract Amount \$ _____ Original Project Budget \$ 852,892.00

Total of Previous Changes \$ _____ Budget Source(s) _____

This Contract/Change Amount \$ 30,450.00

Updated Contract Amount \$ 30,450.00 Available Project Budget \$ 397,365

Remaining Project Budget (after this Contract/Change) \$ 366,915

Department Head Signature [Signature] Date 5/18/17

Auditor Signature APPROVED VIA E-MAIL Date 5/18/17

Treasurer Signature [Signature] Date 5/22/17

Legal Review Yes Date _____
N/A

- Attachments:**
- Two Original Contracts/Project Orders
 - Original Change Order
 - Workflow Routing Checklist
 - Recommendation to Award
 - Scope of Work

Re: Draft Interlocal Agreement with City of Sedro Woolley for paving Alexander St.

Doug Streeter

to:

Michael Benton

05/18/2017 12:41 PM

Hide Details

From: Doug Streeter/Skagitpud

To: Michael Benton/Skagitpud@skagitpud

Mike, I'm okay with the inter local agreement. This email will serve as my approval and authorization to sign for me.

Thanks,

Doug

Doug Streeter

Auditor

(360) 848-2127

streeter@skagitpud.org

On May 18, 2017, at 11:22 AM, Michael Benton <Michael.Benton@skagitpud.org> wrote:

Good Morning Doug,

Attached is a draft inter local agreement for your review. If you're good with it, please initial, scan or send me an e-mail response requesting that we sign off on your behalf.

Thanks,

(See attached file: 20170518104707755.pdf)

Michael Benton

Project Manager

(360) 848-4439

Michael.Benton@skagitpud.org

<20170518104707755.pdf>

Alexander Street Paving City -PUD ILA - DRAFT 

Michael Benton to: David Lee

04/06/2017 11:38 AM

Cc: Mark Handzlik

David,

The attached interlocal has been corrected to show George as the General Manager. He is not longer in "interim" status. The board announced him as GM a couple of weeks ago which is great for us and the ratepayers. I cross referenced the language with the previously PUD attorney reviewed and approved ILA that we used on S. 3rd. The language is the same so I don't see any problem using it as currently drafted.

Thanks,



Interlocal City and PUD Alexander Paving.docx

David Lee

Mike, Attached is a draft of the interlocal for the...

04/03/2017 04:18:29 PM

From: David Lee <dlee@ci.sedro-woolley.wa.us>
To: "benton@skagitpud.org" <benton@skagitpud.org>
Date: 04/03/2017 04:18 PM
Subject: Alexander Street Paving City-PUD ILA - DRAFT

Mike,

Attached is a draft of the interlocal for the paving on Alexander between Township and S. 11th. Please note that the total includes a 5% administration fee.

As I understand it, the City will be doing the prep work and buying and hauling the asphalt mix. We will then basically rent a paving machine and operator.

Give a look over and if there are any edits you feel the need to make, go ahead. I wasn't sure who to name as General Manager.

Call if you have any questions.

David Lee, PE
City Engineer
325 Metcalf Street
Sedro-Woolley, WA 98284
Desk: 360-855-3219
Cell: 360-661-6469

[attachment "Interlocal City and PUD Alexander Paving.docx" deleted by Michael Benton/Skagitpud]

Alexander Street Repair 
Michael Benton to: David Lee
Cc: Chris Smith, Mark Handzlik

03/20/2017 12:28 PM

Hi David,
With the freezing and thawing during the watermain installation, District crews virtually destroyed the existing roadway along the below described segment. We agree with your proposal and are willing to compensate the City for the material cost of the 2-inch HMA as specified. Please forward on a draft inter local agreement at your convenience for review and signature.
Thanks,

David Lee

Mike, We have decided that we will basically reb...

03/20/2017 11:57:15 AM

From: David Lee <dlee@ci.sedro-woolley.wa.us>
To: "benton@skagitpub.org" <benton@skagitpub.org>
Date: 03/20/2017 11:57 AM
Subject: Alexander Street Repair

Mike,

We have decided that we will basically rebuild Alexander Street between Township and S. 11th Place.

The plan is to pulverize the existing surface, grade and shape it and pave it with a 2" HMA lift.

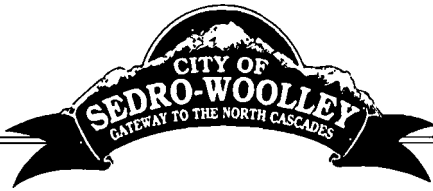
The City will be putting out a bid request for the pulverization this week. City crews will then grade, shape and compact the pulverized base and then an asphalt contractor will put down the 2" lift.

As the City is covering all of the preparation work, we would like PUD to cover the asphalt costs between Township and S 11th Pl..

The length between Township and S 11th Pl is approximately 1175'. The existing pavement width is an average 19'. For a 2-inch HMA lift, this comes out to approximately 290 Tons (using a conversion factor of 2.05 tons/CY).

Please give me a call to discuss this further.

David Lee, PE
City Engineer
325 Metcalf Street
Sedro-Woolley, WA 98284
Desk: 360-855-3219



CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
~~325 Metcalf Street~~
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

TRANSMITTAL FORM

TO: Mike Benton
Project Manager
Skagit County PUD No. 1
POB 1436
1415 Freeway Drive
Mount Vernon WA 98273

DATE: May 8, 2017

WE ARE TRANSMITTING THE FOLLOWING ITEMS:

COPIES	DESCRIPTION
1 Original	Interlocal Agreement City of Sedro-Woolley and Skagit County PUD No. 1
Please return an executed copy for our records.	

COMMENTS:

These are:

Per your request	<input type="checkbox"/> For your files
For your information	<input checked="" type="checkbox"/> For your action
For your review and comment	

Signed: 
Christine Salseina, Deputy Clerk