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**INTERLOCAL AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY
AND CITY OF LYNNWOOD FOR THE 196TH ST SW IMPROVEMENT PROJECT**

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THIS INTERLOCAL AGREEMENT ("Agreement"), dated OCTOBER 8, 2020, is made and entered into by and between the Public Utility District No. 1 of Snohomish County, a Washington municipal corporation ("District") and the City of Lynnwood, a Washington municipal corporation ("City"). The District and the City are also referred to herein individually as "Party" and collectively as "Parties".

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RECITALS

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- A. The City is close to completing the design for the 196th Street SW Improvement Project ("Project" or "196th Street SW Improvement Project"), located along 196th Street SW from I-5 to 48th Avenue W., Lynnwood, Washington. The Project will include roadway reconstruction and widening, as well as the construction of wider sidewalks.
- B. As part of the Project, the City requires the District to replace the District's existing overhead electrical utility system within the Project limits with underground electrical utility systems.
- C. The City desires to utilize its public works bid process to contract out all or most work associated with replacement of the District's overhead electrical utility system with an underground electrical utility system within the Project limits in accordance with the terms and conditions of this 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 District and the City agree as follows:

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

1.1 Authority for Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

1.2 Purpose of Agreement. The purpose and intent of this Agreement is to facilitate the construction and coordination of the replacement of the District's overhead utility system with an underground utility system within the area of the 196th Street SW Improvement Project ("Utility Replacement").

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

1.4 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.

1.5 Administrators. Each Party to this Agreement shall designate an individual ("Administrator"), which 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:

District's Initial Administrator:
Andra Flaherty
Professional Engineer
1802 75th St. SW
Everett, WA 98206
Email: alflaherty@snopud.com
Telephone: 425-783-4419

City's Initial Administrator:
David Mach
Public Works Manager
19100 44th Ave. W
Lynnwood, WA 98036
Email: dmach@lynnwoodwa.gov
Telephone: 425-670-5275

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.

This Agreement shall take effect when it has (i) been duly executed by both Parties, and (ii) as provided by RCW 39.34.040, either filed with the County Auditor or posted on the City's Interlocal Agreements website. This Agreement shall remain in effect until all obligations of the Parties are discharged unless earlier terminated pursuant to the provisions of Section 13 of this Agreement.

3. General Provisions.

The Parties agree to the following general provisions:

3.1 Record Retention. Each Party following completion of the Utility Replacement shall maintain accurate records related to the Project for a period equal to the minimum required pursuant to either state or federal requirements, whichever is applicable.

3.2 Independent Contractor. The Parties shall perform all work under this Agreement as an independent contractor and not as an agent, employee, or servant of the other Party. Each Party has the express right to direct and control its activities in providing the agreed work in accordance with the specifications set out in this Agreement. Each Party shall only have the right to ensure performance.

3.3 Cost Allocation.

- 1 A. The District shall reimburse the City for the City's actual costs incurred to construct
2 and install any identified Betterments to the District's facilities, as defined in
3 Section 5.5, and in accordance with the Final Cost Summary Payment process set
4 forth in Section 7. The District shall also provide the City with an overhead-to-
5 overhead relocation cost credit, in accordance with the Construction Cost Estimate
6 described in Section 5.4 and the Final Cost Summary Payment process in Section
7 7.
8
- 9 B. The City shall be responsible for all other costs and expenses related to the
10 undergrounding of District facilities and necessary to carry out its responsibilities
11 and obligations under this Agreement. The City acknowledges that a portion of the
12 accrued design costs will pre-date the execution of this Agreement, and agrees to
13 pay those costs in accordance with the terms of this Agreement.
14
- 15 C. In the event that the City requires the District to relocate said underground District
16 utilities for a City project within five years of the date of final acceptance of the
17 Project, the City shall be responsible for all associated utility relocation costs and
18 expenses.
19

20 4. **City Responsibilities.**
21

22 4.1 **Project Contract Documents.** The City shall prepare and provide the District with
23 Underground Joint Trench plans and specifications that show the conduit construction, transformer
24 vaults, junction vaults, and switch cabinet vaults ("Project Contract Documents"). This portion of
25 the Project Contract Documents shall include all drawings, specifications, and other
26 documentation necessary for the joint trench construction. The District shall prepare and provide
27 the City with District Utility Replacement plans, specifications, and engineer's estimate for review
28 by the City and incorporation into the Project Contract Documents. The District Utility
29 Replacement Contract Documents shall include all electrical drawings, specifications, and other
30 documentation necessary for the undergrounding electrical work of District facilities, transfer of
31 customers, and removal of existing overhead lines in accordance with this Agreement. Further,
32 the Project Contract Documents shall include as exhibits, electrical drawings, specifications, and
33 standards as provided by the District pursuant to Section 5.1. The District shall review the Project
34 Contract Documents in accordance with Section 5.2.
35

36 4.2 **City Construction Cost Estimate.** The City shall provide the District with a City
37 Construction Cost Estimate for all work to be done by the City to complete the conversion of the
38 District's overhead electrical utility system to an underground electrical system within the Project
39 area. The City Construction Cost Estimate shall be detailed and reflect the division of cost
40 responsibilities for work to be done at the City's expense and that betterment work to be done at
41 the District's expense as that term is defined in Section 5.5 ("Betterments"). The City Construction
42 Cost Estimate shall include, but not be limited to, the following work:
43

- 44 • Provide construction project management for conversion of the District's overhead
45 electrical utility system to an underground electrical system;

- Furnish and install all trenching, conduit and vaults for the undergrounding of the District's electrical system;
- Install all District-provided cables, conductors, terminations, switchgear, transformers, riser-poles, and other electrical equipment for the conversion to underground, and for the removal of other equipment no longer needed;
- Perform cut-over and transfer of existing customers and facilities to the new underground system where applicable;
- Remove that portion of the overhead electrical system replaced by the new underground electrical system. This includes removal of associated poles except those locations where the poles are still occupied by other utilities (Removal of poles is the responsibility of the last utility to transfer from the pole.); and
- Construction costs of Betterments.

4.3 Award of Public Works Contract. The City shall bid out and award the public works contract for construction of the 196th Street SW Improvement Project, including the Utility Replacement, in accordance with all applicable state and federal laws and regulations.

4.4 Preliminary Project Schedule. The City shall provide a schedule to the District at the Preconstruction Meeting to complete the construction of the new underground electrical system and removal/abandonment of existing overhead to other utilities in accordance with the Project Contract Documents.

4.5 Electrical System Relocation and Undergrounding. The City shall, in accordance with the Project Contract Documents, perform or cause to be performed all construction work associated with the installation of the new underground electrical system, transfer of customer loads, and removal of the existing overhead electrical facilities in the Project area, including Betterments.

4.6 Notification and Coordination for Electric Outages. The City shall be responsible for coordination and notification of electrical outages and other impacts to customer service. The City shall provide customers with forty-eight (48) hours' notice prior to any scheduled electrical outage. Notice shall include at least two types of contact, including but not limited to posted signs, phone calls, door knockers, emails and in person notification.

4.7 Regular Meetings. The City shall facilitate weekly (or as otherwise agreed by the City and District) construction coordination meetings that occur during the construction of the Utility Replacement. These meetings shall include the City's Project Contractor, electrical subcontractor, and other appropriate parties.

4.8 Utility Easements and Right-of-Way. The City shall acquire at its cost and expense all of the access rights, temporary construction easements and permanent utility easements, and right-of-way rights necessary for the Utility Replacement. Said permanent utility easements shall name the District as a grantee or, in the event that the District is not expressly named as a grantee in a utility easement obtained by the City, the City shall take all necessary steps/actions to assign the utility easement and all rights thereunder to the District.

1
2 4.9 Notice to Inspect. A District Inspector shall be on-site for any work on the District's
3 system as noted in the Contract Project Documents. The City shall provide the District not less
4 than two (2) business days' advance notice to have an inspector on-site for any work involving the
5 District's facilities.
6

7 4.10 Documentation of Ownership. Except for materials and equipment provided by the
8 District for the Utility Replacement as provided in Section 5.3, the City shall provide the District
9 with a bill of sale or other appropriate documentation to transfer ownership of all materials and
10 facilities, including vaults and conduit system, provided by the City's Project Contractor and
11 intended to become part of the District's electrical utility system in accordance with this
12 Agreement and the Project Contract Documents. The format for the bill of sale or other
13 documentation will be coordinated with the District and shall be submitted within forty (40)
14 calendar days of the City's final acceptance of the Project.
15

16 5. District Responsibilities.
17

18 5.1 Utility Exhibit Drawings, Specifications, and Standards. The District shall provide
19 the City with drawings, specifications, and standards associated with the undergrounding of the
20 District's electrical system to be included as exhibits in the City's Project Contract Documents,
21 including any Betterments that the City has agreed to construct or install as part of the Project.
22

23 5.2 Review of Project Contract Documents. The City shall submit draft Project
24 Contract Documents to the District for review and approval. The District shall review the Project
25 Contracts Documents to ensure same are consistent with the District's Transmission and
26 Distribution Line Specifications and provide the City with written approval or approval with
27 modifications of said Project Contract Documents within thirty (30) calendar days of receipt of
28 same. A written approval with modifications shall specify the necessary modifications and the
29 City shall incorporate said modifications; provided, however, that the City may request a meeting
30 with the District to review the modifications. Once the modifications have been incorporated into
31 the Project Contract Documents, the City shall provide the same to the District for final review
32 and approval, or approval with additional modifications, which shall be provided by the District
33 within twenty-one (21) calendar days of receipt of the revised Project Contract Documents from
34 the City.
35

36 5.3 Materials and Equipment Provided by the District. The District shall provide the
37 City with certain materials and equipment that shall be utilized and installed for the Utility
38 Replacement in accordance with the Project Contract Documents. A list of these materials and
39 equipment is attached hereto as Exhibit "A" and incorporated herein by this reference ("Utility
40 Replacement Materials and Equipment").
41

- 42 A. After the City has awarded the contract to a contractor for the Project, the City shall
43 issue a written Notice to Proceed to the District, authorizing the District to proceed
44 with procuring the Utility Replacement Materials and Equipment. The District
45 shall have no obligation to procure the Utility Replacement Materials and
46 Equipment until after the City has issued the Notice to Proceed, and the City shall

1 have no obligation to pay for any Utility Replacement Materials and Equipment
2 that are ordered or purchased prior to the Notice to Proceed.

- 3
4 B. At the completion of the Project, any unused Utility Replacement Materials and
5 Equipment provided by the District to the City shall be returned to the District and
6 the cost of any returned Utility Replacement Materials and Equipment shall be
7 credited back to the City
8

9 5.4 District Construction Cost Estimate. Within thirty (30) calendar days of the date
10 of this Agreement, the District shall provide the City with a District Construction Cost Estimate
11 for the District's costs to complete the conversion of its overhead electrical utility system to an
12 underground electrical system within the Project area. The District Construction Cost Estimate
13 shall include, but not be limited to, the following work:
14

- 15 • Provide District construction engineering support and coordination throughout the
16 City's Project to convert the District's overhead electrical utility system to and
17 underground electrical system;
- 18 • Inspect the installation of all City work on the District's electrical facilities by a
19 District inspector;
- 20 • Furnish cables, conductors, terminations, switchgear, transformers, riser-poles, and
21 other electrical equipment for the conversion to underground as noted in Exhibit
22 "A";
- 23 • Perform switching control and supervision of the District's electrical system
24 through the District's Energy Control Center; and
- 25 • A credit for the District's construction costs to relocate the overhead electrical
26 utility system within the Project area on an overhead to overhead basis. If the
27 District's overhead to overhead relocation construction costs exceed the amount
28 of the cost items listed above, the District shall pay the differential amount to the
29 City in accordance with Section 7 of this Agreement.
30

31 Within fourteen (14) calendar days of the commencement of construction of the Utility
32 Replacement portion of the Project, the District shall provide an update of the District's
33 Construction Cost Estimate to the City.
34

35 5.5 Betterments. Betterments are improvements to the District's utility facilities
36 included in the Utility Replacement by request of the District that are not necessary to restore the
37 operational capabilities of the relocated utility facilities or provide like-kind replacements.
38 Examples of Betterments include the addition of more conduits for future service or increasing
39 cable size or improvements to the utility facilities that are not necessary to functionally restore the
40 operational capabilities of the utility facilities or provide like kind replacements. The Betterments
41 included in the Utility Replacement shall be identified in the Project Contract Documents, and are
42 listed on Exhibit "B", attached hereto and incorporated by this reference. The District shall pay
43 the City's costs to construct or install the Betterments to the City in accordance with Section 7 of
44 this Agreement.
45

1 5.6 Construction Phase. The District shall maintain continued coordination with the
2 City's Contractor regarding installation of the District's facilities. This coordination shall include,
3 but not be limited, to the following:
4

5 A. Regular Meetings. The District shall attend the meetings referenced in Section 4.7.
6

7 B. On-Site Inspections. The District shall provide an inspector on-site, on two (2)
8 business days' notice from the City, to inspect all City work on the District's
9 electrical system including but not limited to: the joint trench area for placement of
10 vaults and conduits; installation of all vault and conduit installation work; pulling
11 and terminating of cable, placing of switchgear, transformers and other equipment,
12 cutover/removal/abandonment of overhead facilities, and other work to accomplish
13 the Utility Replacement. The District's inspector shall not direct the City's
14 Contractor in any manner; the District inspector shall communicate in writing all
15 requirements, deficiencies and requests to the City's construction resident engineer
16 on the day of observation. The City will ensure that the requirements are met and
17 that deficiencies are corrected as soon as reasonably possible.
18

19 i. For purposes of this Agreement, a "business day" shall be any day that is not a
20 Saturday, Sunday, or any federal or state legal holiday.
21

22 C. Notice of Deficiencies/Acceptance. The District shall, within twenty (20) business
23 days after receipt of written notification from the City of completion of Utility
24 Replacement, issue written notification of any deficiencies or issue written
25 notification of acceptance unless delayed due to one of the reasons stated in
26 Subsection (D) and/or Excusable Delay as defined in Section 6. The City will
27 correct the deficiencies upon written notice from the District. If notification from
28 the District is not received by the City within the twenty (20) business day period,
29 then the Utility Replacement shall be considered complete and accepted by the
30 District unless the lack of notice is due to one of the reasons stated in Subsection
31 (D) and/or constitutes to Excusable Delay as defined in Section 6.
32

33 D. Delay. The District shall have no obligation or liability to the City, its Contractor
34 or any other party, in the event of any delay in performance of the Utility
35 Replacement or other Project work under this Agreement due to: (a) reasonable
36 actions taken by the District which are necessary or consistent with prudent utility
37 practices to protect the performance, integrity, reliability or stability of the
38 District's utility systems or any systems to which such District systems are
39 connected; (b) actions and/or inactions of the City, the City's Contractor, other
40 utilities and/or third parties; (c) discovery of archeological materials; (d) other
41 unanticipated subsurface conditions whether natural or man-made; or (e) other
42 Excusable Delay (see Section 6).
43

44 E. Time Period to Perform Task in Event of Delay. In the event that the District is
45 delayed in performing one or more of its tasks described in this Section due to one
46 of the reasons stated in Subsection (D) and/or constitutes Excusable Delay as

defined in Section 6, the City and the District shall work together to agree to a reasonable period of time for the District to complete its task once the basis for the delay has ended.

6. **Excusable Delay.**

Excusable delay means a failure to perform in a timely manner due to events or causes that are not reasonably within the control or contemplation of the Party whose ability to perform is delayed by such events or causes. Without limitation, such events or causes may include: pandemic (including but not limited to COVID-19 and including but not limited to acts and/or omissions of third parties resulting from COVID-19, such as a failure to provide equipment and/or materials in timely manner due to COVID-19), extreme or unusual weather, landslides, lightning, forest fires, storms, floods, freezing, drought, earthquakes, civil disturbances, strikes, or other disturbances associated with labor relations, acts of the public enemy, wars, public riots, breakage, explosion, accident to machinery or equipment (reasonably related to the delayed performance), reasonably unanticipated changed site conditions, the failure of any government entity with jurisdiction over the design phase and/or construction phase work under this Agreement to issue the required permits or approvals in a timely manner, or other causes outside of the reasonable control or contemplation of a Party.

7. **Final Cost Summary Payment.**

7.1 **District Reimbursement for Betterments.** The District shall reimburse the City for the City's actual costs incurred to construct and install any identified Betterments to the District's facilities. This shall include 13.4% of the City's actual costs associated with the Joint Utility Trench (as defined in Schedule D of the Bid Proposal) where Betterments occur and 8.9 % of the City's actual costs associated with the Power Distribution (as defined in Schedule G of the Bid Proposal) where the Betterments occur. These costs shall be totaled in the District's Final Cost Summary.

7.2. **Relocation Cost Credit.** The District will provide the City with an overhead-to-overhead utility relocation cost credit of One Million One Hundred Fifty Thousand Dollars (\$1,150,000). The City will reimburse the District for any actual costs incurred beyond the relocation cost credit. These costs shall be totaled in the City's Final Cost Summary.

7.3 **District's Final Cost Summary.** Within ninety (90) calendar days of the District's acceptance of the Utility Replacement as complete, the City shall provide the District with the District's Final Cost Summary. Within twenty-one (21) calendar days from the receipt of the District's Final Cost Summary, the District shall approve, or approve with modifications, the District's Final Cost Summary.

7.4 **City's Final Cost Summary.** Within ninety (90) calendar days of the District's acceptance of the Utility Replacement as complete, the District shall provide the City with the City's Final Cost Summary. Within twenty-one (21) calendar days from the receipt of the City's Final Cost Summary, the City shall approve, or approve with modifications, the City's Final Cost Summary.

1 7.5 Final Invoice. Within thirty (30) calendar days of the approval of the District's
2 Final Cost Summary as well as the approval of the City's Final Cost Summary, the difference of
3 the two totals shall be determined by the Parties. The Party with the larger total shall invoice the
4 other for the difference of the two Final Cost Summaries. The invoice shall be paid within thirty
5 (30) calendar days of receipt. At the request of either party, periodic meetings will take place to
6 discuss status of cost expenditures.
7

8 **8. Change Orders.**
9

10 8.1 Any change requested by the District to be performed by the City shall be submitted
11 to the City's construction resident engineer, who will submit the request to the Contractor to obtain
12 a reasonable price for the Contractor to perform the work. The City will notify the District of the
13 price. The District will have five (5) business days after being notified of the price to respond and
14 confirm or revise the requested change, and authorize any confirmed change in work and cost.
15

16 8.2 The District shall not be responsible for costs associated with any change that is not
17 the result of any fault of the District. The District shall be responsible to pay and reimburse the
18 City for all costs associated with any requested change that is a Betterment or that is due to the
19 sole fault of the District.
20

21 8.3 Any change request from the City or any other utility that involves a change to
22 District Utility Replacement Contract Documents shall be submitted to the District for review.
23 This District will have five (5) business days after being notified in writing of the change request
24 to approve, approve with modifications or deny said request. Each Party shall reimburse the other
25 Party for its share of negotiated costs associated with any such change request, including but not
26 limited to associated engineering and inspection costs.
27

28 8.4 The District shall not pay for any share of additional expenses incurred due solely
29 to approved change requests from other private utilities and/or the City that are not covered by
30 Section 8.1 or 8.3.
31

32 **9. Indemnification and Hold Harmless.**
33

34 9.1 District's Indemnification of City. The District shall indemnify, defend and hold
35 harmless the City, its officers, appointed and elected officials, employees and agents, from and
36 against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature
37 whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness,
38 liability or death to persons or damage to property or business, caused by or arising out of negligent
39 or intentional acts, errors or omissions of the District, its officers, officials, employees and/or
40 agents in the performance of this Agreement; provided, that in the event of the concurrent
41 negligence of the Parties, the District's obligations hereunder shall apply only to the percentage of
42 fault attributable to the District, its officers, officials, employees and/or agents.
43

44 9.2 City's Indemnification of District. The City shall indemnify, defend and hold
45 harmless the District, its officers, appointed and elected officials, employees and agents, from and
46 against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature

1 whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness,
2 liability or death to persons or damage to property or business, caused by or arising out of negligent
3 or intentional acts, errors or omissions of the City, its officers, officials, employees and/or agents
4 in the performance of this Agreement; provided, that in the event of the concurrent negligence of
5 the Parties, the City's obligations hereunder shall apply only to the percentage of fault attributable
6 to the City, its officers, officials, employees and/or agents.

7
8 9.3 Waiver of Immunity Under Industrial Insurance Act. The indemnification
9 provisions of this Section are specifically intended to constitute a waiver of each party's immunity
10 under Washington's Industrial Insurance Act, Title 51 RCW, as with respect to the other party
11 only, and only to the extent necessary to provide the indemnified party with a full and complete
12 indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these
13 provisions were specifically negotiated and agreed upon by them.

14
15 9.4 No Third Party Right. Nothing contained in this section of this Agreement shall be
16 construed to create a liability or a right of indemnification in any third party.

17
18 9.5 Survival. The provisions of this Section shall survive the expiration or termination
19 of this Agreement with respect to any event occurring prior to such expiration or termination.

20
21 10. Insurance.

22
23 Each Party shall maintain its own insurance and/or self-insurance for its liabilities from
24 damage to property and or injuries to persons arising out of its activities associated with this
25 Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof
26 of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the
27 indemnified Party.

28
29 11. Compliance with Laws.

30
31 In the performance of its obligations under this Agreement, each Party shall comply with
32 all applicable federal, state, and local laws, rules and regulations.

33
34 12. Notices.

35
36 All notices required to be given by any Party to the other Party under this Agreement shall
37 be in writing and shall be delivered either in person, by United States mail, or by electronic mail
38 (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person
39 shall be deemed given when accepted by the recipient. Notice by United States mail shall be
40 deemed given as of the date the same is deposited in the United States mail, postage prepaid, and
41 addressed to the Administrator, or their designee, at the addresses set forth in Section 1.5 of this
42 Agreement. Notice delivered by email shall be deemed given as of the date and time sent; provided
43 that (1) the sender does not receive any failure of delivery notice; and (2) any notice by email sent
44 on a day other than a business day shall be deemed effective on the first business day after being
45 sent.

1 13. **Termination of Agreement.**

2
3 13.1 Either Party may terminate this Agreement upon thirty (30) days written notice to
4 the other Party in the event that said other Party is in material default and fails to cure such material
5 default within that thirty (30) day period, or such longer period as provided by the non-defaulting
6 Party; provided, that after the City has awarded a contract to a contractor for the Project, the
7 District must comply with the dispute resolution procedures in Section 14 prior to any termination
8 by the District being effective. The notice of termination shall state the reasons therefore and the
9 effective date of the termination.

10
11 13.2 The City may terminate this Agreement upon thirty (30) days written notice to the
12 District, if the City determines for any reason or no reason not to proceed with the Project.

13
14 14. **Dispute Resolution.**

15
16 14.1. Settlement Meeting. It is the Parties' intent to work cooperatively and to resolve
17 disputes in an efficient and cost-effective manner. If any dispute arises between the Parties relating
18 to this Agreement, then the Parties' respective Administrator's, or the Administrator's designees,
19 shall meet and seek to resolve the dispute, in good faith, within ten business (10) days after a
20 Party's request for such a meeting. In addition to the Administrators or designees, each Party shall
21 send any other persons with technical or other information relating to the dispute to the meeting.

22
23 14.2. Mediation. If the Parties cannot resolve the issue within ten (10) days then they
24 shall mediate the matter using a mediator from Judicial Dispute Resolution, LLC or any other
25 mediation service mutually agreed to by the Parties, or as appointed by the court if the parties
26 cannot agree (collectively "JDR"), within seven (7) days of their failure to agree pursuant to
27 Section 13.1. The Parties shall evenly split any fees charged by JDR, regardless of the outcome
28 of the mediation. Each Party shall bear its own attorneys' fees in connection with the mediation.

29
30 14.3. Notice of Default. If the Parties are unable to resolve their dispute through
31 mediation, either Party may serve a written Notice of Default on the other Party. The Notice of
32 Default shall describe the nature of the dispute and the noticing Party's requested resolution.
33 Twenty (20) business days after service of a Notice of Default, either Party may file suit, seek any
34 available legal remedy, or agree to alternative dispute resolution methods. At all times prior to
35 resolution of the dispute, the Parties shall continue to perform any undisputed obligations and
36 make any undisputed required payments under this Agreement in the same manner and under the
37 same terms as existed prior to the dispute.

38
39 15. **Miscellaneous.**

40
41 15.1 Entire Agreement. This Agreement constitutes the entire agreement between the
42 Parties regarding the subject matter hereof, and supersedes any and all prior oral or written
43 agreements between the Parties regarding the subject matter contained herein.

1 15.2 Amendment. Any amendment to this Agreement shall be specifically identified by
2 separate written addendum agreed to by the Parties' Administrators identified in Section 1.5 of
3 this Agreement.
4

5 15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in
6 accordance with the laws of the State of Washington. The venue of any action arising out of this
7 Agreement shall be in the Superior Court of the state of Washington in and for Snohomish County.
8

9 15.4 Interpretation. This Agreement and each of the terms and provisions of it are
10 deemed to have been explicitly negotiated by the Parties, and the language in all parts of this
11 Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or
12 against either of the Parties hereto. The captions and headings in this Agreement are used only for
13 convenience and are not intended to affect the interpretation of the provisions of this Agreement.
14 This Agreement shall be construed so that wherever applicable the use of the singular number shall
15 include the plural number, and vice versa, and the use of any gender shall be applicable to all
16 genders.
17

18 15.5 Severability. If any provision of this Agreement or the application thereof to any
19 person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable,
20 the remainder of this Agreement and the application of that provision to other persons or
21 circumstances shall not be affected thereby, but shall instead continue in full force and effect, to
22 the extent permitted by law.
23

24 15.6 No Waiver. A Party's forbearance or delay in exercising any right or remedy with
25 respect to a Default by the other Party under this Agreement shall not constitute a waiver of the
26 Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver
27 of any other Default or any similar future Default.
28

29 15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part,
30 by either Party without the express written consent of the other Party, which may be granted or
31 withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the
32 preceding sentence shall be null and void and shall constitute a Default under this Agreement.
33

34 15.8 No Joint Venture. Nothing contained in this Agreement shall be construed as
35 creating any type or manner of partnership, joint venture or other joint enterprise between the
36 Parties.
37

38 15.9 No Third Party Beneficiaries. This Agreement and each and every provision hereof
39 are for the sole benefit of the City and the District. No other persons or parties shall be deemed to
40 have any rights in, under or to this Agreement.
41

42 15.10 Warranty of Authority. Each of the signatories hereto warrants and represents that
43 he or she is competent and authorized to enter into this Agreement on behalf of the other Party for
44 whom he or she purports to sign this Agreement.
45

1 15.11 Execution in Counterparts. This Agreement may be executed in two or more
2 counterparts, each of which shall constitute an original and all of which shall constitute one and
3 the same agreement.
4
5
6

7 IN WITNESS WHEREOF, the Parties have executed this Agreement.

8
9 PUBLIC UTILITY DISTRICT NO.1
10 OF SNOHOMISH COUNTY

CITY OF LYNNWOOD

11
12 By: _____

13 John Haarlow
14 CEO/AGM

By: _____

15 Nicola Smith
16 Mayor

17
18 Date: _____

10-8-2020

Date: _____

9/16/2020

19 Approved as to Form:

20 _____

21
22 Date: _____

9/30/2020

Approved as to Form:

23 _____

Date: _____

9/23/2020

**INTERLOCAL AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY
AND CITY OF LYNNWOOD FOR THE 196TH ST SW IMPROVEMENT PROJECT
EXHIBIT A**

UTILITY REPLACEMENT MATERIALS AND EQUIPMENT

PUD Item #	MID	Description	Quantity	Unit of Measure
50	898223	POLE, WOOD, 50' CLASS 1	3	EA
60	898322	POLE, WOOD, 55' CLASS 1	2	EA
70	897928	POLE, WOOD, 35' CLASS 2	1	EA
80	124206	BLT MACH GLV ¾" X 14" SQ HD W/SQ NUT	44	EA
170	1002626	WIRE, COPPERWELD, #10X7ST WP CCS 40%	600	FT
180	120212	BLT, OVAL, EYE GLV 5/8" X 14" W/SQ NUT	5	EA
250	925696	INSL SPL #2 PLYMR W/CLVS 11/16" HL ASSMB	13	EA
300	923418	DEADEND STRNDVIS AUTO ¾" GUY SHORT BAIL	56	EA
380	910035	WSH CRVD 4" SQ CAST REINF ¾" & ½" BLTS	29	EA
430	894065	NUT TRIPLE EYE ANC FOR ¾" & 1" RODS	16	EA
440	902511	ROD, ANCHOR, POWER 1" X 7'	14	EA
460	872615	XARM DE 10' 2-POS UNITIZED 2500 LB/POS	8	EA
590	125981	BLT DA GLV ⅝" X 24" W/4 SQ NUTS	4	EA
600	893512	NUT, OVAL, EYE 5/8" GLV	8	EA
620	938326	INSUL SUSP 15KV DE 7.5KLB 13" FG/PLYMR	38	EA
820	880452	DE PF GUY ¾" 7W GLV CODE ORG	33	EA
870	939209	INSUL GUY STRAIN 78"FG INS Y-CLVS W/RLLR	61	EA
890	871518	ANC PWR SCREW 12" DIA 8000FT-LB (MIN)	14	EA
950	163692	SCREW LAG ⅝" X 3" GLV FETTER DRIVE	1	EA
970	910267	WSH FLAT 2¼" SQ GLV STL FOR ⅝" BLT	12	EA
1000	124595	BLT MACH GLV ¾" X 14" SQ HD W/SQ NUT	50	EA
1100	494039	CUTOUT 100A 15KV POLYMER W/O XARM BKT	10	EA
1120	871500	ANC PWR SCREW 8" DIA 8000FT-LB (MIN)	2	EA
1170	1001802	TAG, POLE, GROUNDING GREEN/BLACK	12	EA
1250	925688	INSL SPL #1W/CLVS11/16"HL ASSMB PKG12/BX	2	EA
1300	884579	HOOK, GUY, COMBINATION	29	EA
1310	900052	PROTECTOR WIRE GUY 8' YEL HDPE	37	EA
1360	1001445	WSH SPRING ¾" DBL COIL LCK GLV	52	EA
1390	902462	ROD ANC PWR ROD ¾" X 7' THD ENDS GLV	2	EA
1400	211508	CONN CMP 6SL-4STR - 4SL-4STR CU C-CRIMP	106	EA
1450	896839	GAIN XARM PLATE 4X6¾ DBLFACE 15/16HL GLV	6	EA
1460	876154	BRACE XARM APITONG 36.5"(60"SPAN18"DROP)	6	EA

PUD Item #	MID	Description	Quantity	Unit of Measure
1470	872566	XARM WOOD 4-PIN 3¾" X 5¾" X10'	6	EA
1480	196461	WSH FLT ½" GLV RD 1¾" OD	6	EA
1500	124214	BLT MACH GLV ⅝" X 16" SQ HD W/SQ NUT	7	EA
1520	761173	BKT POTHEAD #1 W/GRD CLP	6	EA
1530	877128	SPACER BAR POTHD/ARR GLV W/2BLT ½" X 1½"	6	EA
1540	761165	BKT CO/ARST 10' XARM (872566)	10	EA
1580	482571	SURG ARST MOV10KVDUTYCYC8.4KVMCOV NO BKT	6	EA
1590	1001467	WIRE, CU, #4BARE, FINE-STR, BRAIDED, 16"	6	FT
1600	5000980	WIRE OH INSUL #4 SOFT DRAWN COPPER SOLID	12	FT
1630	250093	CDT PVC 4" X 20' DB-60 GRAY	48	FT
1640	250100	CDT PVC 4" X 10' SCH 80 GRAY	20	FT
1650	250746	END, BELL, PVC 4" SCH 40 MOLDED	2	EA
1660	256546	BEND FG 4" 90° 48"R TYP HW W/PVC CPLNGS	2	EA
1680	761363	CLAMP, STANDOFF, BRACKET 4" CONDUIT	8	EA
1690	887763	HOOK J-DRIVE 7/16" X 4¾" FETTER THD GLV	2	EA
1700	929127	GRIP CBL SUP KELLEMS1/0 15KV 1.00-1.125	6	EA
1710	1002429	DECAL CAUT ELPWRCBLBUR BLW3X16YRFLC811	6	EA
1730	5001571	WIRE OH INSUL #4 SD CU SOLID, 50' REEL	89	FT
1740	847907	WIRE CU 4/0 BR 19STR SD IND PRN SNOPUD2'	80	FT
1760	250118	CDT PVC 6" X 10' SCH 80 GRAY	40	FT
1770	250126	CDT PVC 6" X 20' DB-60 GRAY	96	FT
1780	250762	END, BELL, PVC 6" SCH 40 FABRICATED	4	EA
1790	256570	BEND FG 6" 90° 60"R TYP HW W/PVC CPLNGS	4	EA
1800	761123	BKT, CONDUIT, STANDOFF 15"	24	EA
1810	761389	CLAMP, STANDOFF, BRACKET 6" CONDUIT	16	EA
1860	103359	BLT MACH SS 1/2" x 1-3/4" W/BRNZ HX NUT	24	EA
1870	191627	WASHER, FLAT, RD SS 1/2"	48	EA
1880	191635	WASHER, BELLEVILLE, SPRING SS 1/2"	24	EA
1890	761149	SUPPORT CBL ¾" - 3" OD AL W/POLY TIE	12	EA
1900	777089	TRMNTN CBL 750-1100AL 15KV UG	12	EA
1910	786452	TRMNTN UG CMP 1000 AL 2HOL PDDL	12	EA
1930	5001720	TRMNTN OH CMP LUG 4/0 AAC/CU 2H PDL 90°	12	EA
1940	890427	TAG HLDR SW 4"WX23.5"L HORZ PLYMR (9TAG)	8	EA
1950	1001444	WSH SPRING ½" DBL COIL LCK GLV	6	EA
2030	163999	SCREW LAG ⅝" X 5" GLV FETTER DRIVE	6	EA
2050	123828	BLT MACH GLV ½" X 7" SQ HD W/SQ NUT	6	EA
2060	215261	CONN, CLAMP, HOT LINE #2 AL	62	EA
2070	1003002	CONN CMP 3/0-4/0 STR - #6-#2 STR CU "C"	12	EA
2080	1003001	CONN CMP 3/0-4/0STR - 1/0-2/0STR CU "C"	12	EA

PUD Item #	MID	Description	Quantity	Unit of Measure
2090	211540	CONN CMP 3/0-4/0 STR - 3/0-4/0 STR CU C	4	EA
2100	5000670	WIRE OH INSUL 4/0 SOFTDRAWN COPPER 19STR	240	FT
2120	163816	SCREW LAG ½" X 4" GLV TWIST-DRIVE	67	EA
2130	872558	XARM WOOD 2-PIN ¾" X 4¾" X7'	1	EA
2170	124123	BLT MACH GLV ⅝" X 6" SQ HD W/SQ NUT	3	EA
2200	124173	BLT MACH GLV 5/8" X 10" SQ HD W/SQ NUT	6	EA
2210	896350	PIN POLE TOP 18"L 5"&3" SPACING BTWN HLS	9	EA
2240	1002030	INSUL VRT PST VISE-TOP 15KV PLYMR	19	EA
2250	895039	PIN XARM STL ⅝" X 6½" SHANK 5"ABV ARM	10	EA
2270	1001558	PLATE, CROSSARM, REINFORCING 3-3/4" X 4"	2	EA
2320	1001443	WSH SPRING 5/8" DBL COIL LCK GLV	83	EA
2330	124587	BLT MACH GLV ¾" X 12" SQ HD W/SQ NUT	2	EA
2340	196479	WSH FLT ⅝" GLV RD 1¾" OD	6	EA
2350	514811	BKT CLUSTER MNT W/6 - ⅝" X 2½" MNT BLTS	1	EA
2360	848476	WIRE CU #4 BR SOL SD IND PRN SNO PUD 2'	12	FT
2400	1001801	PLATE GRD PL CU.06X7.5X38.5-288SQINSURF	12	EA
2490	211524	CONN CMP 2SL-2STR - 2SL-2STR CU C-CRIMP	108	EA
2610	858748	WIRE GUY ½" 7-STR GLV STL EHS	336	FT
2620	880460	DE PF GUY ½" 7W GLV CODE BLUE	6	EA
2670	923426	DEADEND STRNDVIS AUTO ½" GUY LONG BAIL	6	EA
2710	858623	WIRE GUY ⅜" 7-STR GLV STL EHS	1,736	FT
2830	1001499	CDT RIGID 2½" X 10' GLV STL W/1-CPLNG	10	FT
2860	939118	INSUL GUY STRAIN #2 ANSI 54-2 PORC 12KLB	1	EA
2910	885783	SIDEWALK, GUY, FLANGE 2-1/2" PIPE GLV	1	EA
2920	885759	SIDEWALK GUY CLAMP 2-1/2" PIPE GLV 3WIRE	1	EA
3090	346107	FUSE, T-LINK, 10 AMP (SILVER ELEMENT)	2	EA
3100	630625	XFMR OH 37.5KVA(P)240/4801Ø2BSH7.2/12.47	2	EA
3110	847139	WIRE CU 1/0 WP 19-STR SD XLPE	45	FT
3120	346157	FUSE, T-LINK, 15 AMP (SILVER ELEMENT)	1	EA
3130	630716	XFMR OH 50KVA(R)240/480 1Ø 2BSH7.2/12.47	1	EA
3230	138025	NAIL CU 6D 2" SLATING RING-SHANK 11 GA	1	LB
3240	139114	STAPLE CUTPNT 1½" X ¼" GLV	5	LB
3250	211011	CONN CMP AL #6-#1 - #6-#1	50	EA
3260	211029	CONN CMP AL #3-2/0 - #6-#1	50	EA
3270	211037	CONN CMP AL 2/0-3/0 - #6-1 - #6-1	50	EA
3280	211045	CONN CMP AL #1-3/0 - #1-2/0 H-TYP	50	EA
3290	211053	CONN CMP AL 4/0 - #6-#2 H-TYPE	50	EA
3300	211061	CONN CMP AL 3/0-4/0 - 1-2/0	50	EA
3310	211079	CONN CMP AL 3/0-4/0 - 3/0-4/0	50	EA

PUD Item #	MID	Description	Quantity	Unit of Measure
3350	215253	CONN, CLAMP, HOT LINE #1 AL	50	EA
3370	216368	CONN, SPLIT BLT 4 SOL CU-CU BRNZ NO SPCR	50	EA
3380	216384	CONN SPLIT BLT 2STR CU-CU BRNZ NO SPCR	50	EA
3390	216392	CONN SPLIT BLT 1/0STR CU-CU BRNZ NO SPCR	25	EA
3400	221523	SLV CMP NEUT SEMI TENSIN 2AAC/ACSR RED	50	EA
3410	221531	SLV CMP NEUT SEMI-TEN 1/0 AAC YEL	50	EA
3420	221656	SLV CMP SVC ENT 2 STR - 2 STR RED-RED	100	EA
3430	221680	SLV CMP SVC ENT 1/0 - 1/0 YEL-YEL	100	EA
3440	819097	TAPE ELEC BLACK VNYL PLAS 1½"X44'X8.5MIL	100	EA
3450	819211	TAPE ELEC PHSNG RD VNYL PLAS ½"X20'	10	EA
3460	819229	TAPE ELEC PHSNG BLU VNYL PLAS ½"X20'	10	EA
3470	819237	TAPE ELEC PHSNG WHITE VNYL PLASCT ½"X20'	10	EA
3480	876675	BKT DE END-OF-ARM 13"L X 1½"W X ¼"T	7	EA
3490	905804	STAPLE GRD MLDNG GLV 2"LX5/8"WX0.192"WIR	200	EA
3500	910019	WSH CRVD 3" SQ GLV FOR ¾" BLT	200	EA
3520	923616	CLP DEADEND #2 ACSR (HOT) STRT LINE	25	EA
3530	928517	DE CLVS RIGID #4 CU SOL FD-THU HLF-SLV	20	EA
3540	928921	DE PF #2 ACSR 6/1 STR GLV COLOR CD RED	25	EA
3550	928997	DE PF #6 AL 7 STR TRPLX COLOR CD BLU	50	EA
3560	929002	DE PF #2 TPX AL 7 STR **USE UP**	50	EA
3580	1001163	DE WEDGE SVC CLP #2 - 2/0 AAC FLEX BAIL	75	EA
20	1002726	WIR UG 1100 61STR15KV175MILEPRJKTCNCNEUT	30,000	FT
30	1002906	WIRE UG PRI TPX1/0ALSTR15KVTRXLPJKT1/3CN	11,000	FT
40	5001631	STAND 24IN SUBMERSIBLE TRAYER	8	EA
1920	101569	TRM LUG CMP 4/0 STR AL/CU 2-HOL SPD	24	EA
2500	503947	CONN EQP GRND CLP BRNZ 6 SOL-1/0 STR CU	8	EA
2510	890708	DECAL INFO THINK-SEC CON120/240V 3ØDELTA	4	EA
2520	385303	TAG CABLE CU VLT BLANK 1" X 3½" W/2-HOL	2	EA
2540	891516	TAG CBL "FEED" PLYMR BLK-ON-YEL	3	EA
2550	776015	PED SEC SML RECT 13"W X 24"L X 15"D NOM	1	EA
2560	785785	TRM BLCK UG 4-POS SEC SETSCRW TYP 10-350	3	EA
2570	250738	END, BELL, PVC 3" SCH 40 MOLDED	1	EA
2580	250499	CPLNG PVC 3" SCH40 DEEP SCKT 8"L (MIN)	1	EA
2590	250168	CDT PVC 3" CORRUGATED FLEX (GRAY)	4	FT
2990	412651	PDLK DISPOS ¼" DIA ROTRYSHKL W/PLAS NPL	14	EA
3000	637019	XFMR PDMT300KVA(X)LFD208Y/1203Ø12.47/7.2	1	EA
3020	634510	XFMR PDMT 50KVA(R) 240/120 1Ø12.47GY/7.2	3	EA
3040	634015	XFMR PDMT 15KVA(L)240/120 1Ø 12.47GY/7.2	3	EA
3060	636714	XFMR PDMT 150KVA(U)LFD208/1203Ø12.47/7.2	6	EA

PUD Item #	MID	Description	Quantity	Unit of Measure
3080	634263	XFMR PDMT 25KVA(N) 240/120 1Ø12.47GY/7.2	1	EA
3150	785355	ELB LB 1/0ALJKTW/SLNGKIT200A15KVW/TSTPT	266	EA
3160	5001641	ELBOW KIT, 600A CLDSHRK, 1/0-450KCMIL	24	EA
3170	5001640	ELBOW KIT, 600A CLDSHRK, 600-1250KCMIL	78	EA
3180	761256	CAP INSUL W/GRD WIR200A8.3/14.4KVLB BSH	148	EA
3190	191627	WASHER, FLAT, RD SS 1/2"	156	EA
3200	761082	NUT UNISTRUT SELF-HOLD ½"-13 UNC THD	156	EA
3210	762402	J-BOX 4WAY LB 200A15KV W/MNTBKTW/GRDNUTS	78	EA
3220	761066	CAPSCRW FLT HX-HD ½"-13 X 1" ZN PLT STL	156	EA
3590	762634	TAPE UG MRK 6"X1000'RED CAUTN EL LN BELW	1	EA
3600	832130	WIRE UG 1/0 AL 15KV TRXLP JKT CNC NEUT	900	FT
3610	5000840	SW 15KV 4-POS VFI SUBMERSIBLE	10	EA
3620	762379	FAULT INDICATOR, 1PH UG CABLE 1000 KCMIL	297	EA

**INTERLOCAL AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY
AND CITY OF LYNNWOOD FOR THE 196TH ST SW IMPROVEMENT PROJECT
EXHIBIT B**

BETTERMENTS

Joint Utility Trench – Schedule D

Bid Item #	Description	Betterment Quantity	Bid Unit
1	Unexpected Site Changes	13.4%	EST
2	Roadway Surveying	13.4%	Lump Sum
10	Mobilization	13.4%	Lump Sum
11	Project Temporary Traffic Control	13.4%	Lump Sum
12	Uniformed Police Officer (Min Bid \$70/Hr)	13.4%	HR
13	Traffic Control Supervisor	13.4%	Lump Sum
14	Flaggers	13.4%	HR
36	Gravel Borrow Incl. Haul	1528	TON
47	Precast Concrete Vault and Installation - Submersible Switch Vault (SNO PUD)	2	EA
58	PVC Conduit - 4 In. Diam.	3250	LF
59	PVC Conduit - 6 In. Diam.	5780	LF
63	Joint Utility Trench Excavation incl. Haul	1270	CY
64	Sand Bedding	218	CY
65	Red Dyed Low Strength Fluidized Thermal Backfill	256	CY
67	Crushed Surfacing Base Course	150	TON
110	Shoring or Extra Excavation Class B	8458	SF

Power Distribution – Schedule G

Bid Item #	Description	Betterment Quantity	Bid Unit
1	Unexpected Site Changes	8.9%	EST
10	Mobilization	8.9%	Lump Sum
236	B1 - Vault safety systems installed per RCW 49.17	2	EA
237	B2 - Padmount transformer vault grounding. (N0301, 02)	1	EA
239	B4 - Switching vault grounding	2	EA
242	D2 - Install (3) 1/0 Al 15kV URD jacketed concentric neutral cable in conduit [Cir. Feet]	170	LF
246	D6 - Install (3) 1100KCM Al 15kV URD cables in conduit	2750	LF
253	D13 - Install fault indicator (D0701, D0705)	24	EA
254	D14 - Racking (3) 350KCM Al or larger 15kV primary cables in a vault installed by others	2	EA
257	F2 - Install 75kVA thru 750kVA three-phase padmount transformer	1	EA
258	G1 - Wood poles 35', 40', and 45' with 1-1/2" to 3/4" crushed rock	1	EA
272	NA1 - (1) 36 strand ADSS Fiber Optic Cable	5485	LF
274	X1 - Miscellaneous 12kV construction, reconductoring, resagging, transferring and removal work	8.9%	Lump Sum
276	X3 - Record drawings approved by DISTRICT Inspector and Engineer	8.9%	Lump Sum