SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

ORDINANCE NO. 13-015

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO SIGN AN INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE ALDERWOOD WATER AND WASTEWATER DISTRICT FOR UTILITY RELOCATION AND CONSTRUCTION ASSOCIATED WITH THE NORTH ROAD PROJECT FROM S.R. 524 TO 164TH STREET SW

WHEREAS, Snohomish County (the “County”) has concluded that construction of road improvements on North Road from S.R. 524 to 164th Street SW, also known as County Road Project RC 1545, hereinafter referred to as the “Project,” is necessary in order to provide an acceptable level of road service and safety; and

WHEREAS, the County is responsible for the planning, review, design, permitting, right-of-way acquisition and construction of the Project; and

WHEREAS, the Alderwood Water and Wastewater District (the “District”) holds a franchise for occupancy of public road rights-of-way and is required, as a condition of its franchise and state law, to relocate its facilities at its own expense to accommodate public road improvements; and

WHEREAS, the District desires to construct a new sixteen-inch water line and abandon or remove an existing sixteen-inch water main that is in conflict with the County improvements located in the vicinity of the Project; and

WHEREAS, the District desires to make modifications to water mains and associated appurtenances, adjustments to final grade for water valve boxes, meters and sewer manholes, replace hydrants, relocate and replace water services and meters and complete related work in conjunction with the County’s Project; and

WHEREAS, it is deemed to be in the best interest of the public and the District to incorporate the District’s water line and related utility work, hereinafter called the “Utility Work,” as requested by the District, into the County’s construction plans and contract for the Project; and

WHEREAS, the parties are authorized to enter into an interlocal agreement pursuant to Chapter 39.34 RCW in order to jointly accomplish the Project; and

WHEREAS, the Snohomish County Council held a public hearing on March 27, 2013, to consider approving the Agreement and authorizing the Snohomish County Executive to sign the Agreement on behalf of the County.

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO SIGN ON BEHALF OF SNOHOMISH COUNTY THE INTERLOCAL AGREEMENT WITH THE ALDERWOOD WATER AND WASTEWATER DISTRICT FOR UTILITY RELOCATION AND CONSTRUCTION ASSOCIATED WITH THE NORTH ROAD IMPROVEMENT PROJECT FROM SR 524 TO 164TH ST SW - 1
NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

Section 2. The Snohomish County Council hereby approves and authorizes the Snohomish County Executive, or designee, to sign the “Interlocal Agreement Between Snohomish County and the Alderwood Water and Wastewater District for Utility Relocation and Construction Associated with the North Road Project from S.R. 524 to 164th Street SW,” a copy of which is attached to this ordinance as Exhibit A.

PASSED this 27th day of March, 2013.

SNOHOMISH COUNTY COUNCIL

ATTEST:

/s/ Debbie Parris /s/ Dave Somers
Asst. Clerk of the Council Council Vice-Chair

DATE: 03/27/13

(X) APPROVED

( ) EMERGENCY

( ) VETOED

/s/ Aaron G. Reardon 04/1/13
Aaron G. Reardon Date
County Executive

ATTEST: /s/ Cora Palmer

Approved as to form only:

/s/ Becky Guadamud 02-04-13
Deputy Prosecuting Attorney Date
INTERLOCAL AGREEMENT

BETWEEN SNOHOMISH COUNTY AND
THE ALDERWOOD WATER AND WASTEWATER DISTRICT
FOR UTILITY RELOCATION AND CONSTRUCTION ASSOCIATED WITH
THE NORTH ROAD PROJECT FROM S.R. 524 TO 164TH STREET SW

THIS AGREEMENT is made and entered into by and between the ALDERWOOD WATER AND WASTEWATER DISTRICT, a municipal corporation of the State of Washington, hereinafter referred to as the “DISTRICT,” and SNOHOMISH COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the “COUNTY.”

WHEREAS, the COUNTY has concluded that construction of road improvements on North Road from S.R. 524 to 164th Street SW as shown in Exhibit A, Vicinity Map, also known as County Road Project RC 1545, hereinafter referred to as the “PROJECT,” is necessary in order to provide an acceptable level of road and pedestrian safety; and

WHEREAS, the COUNTY is responsible for the planning, review, design, permitting, right-of-way acquisition and construction of the PROJECT; and

WHEREAS, the DISTRICT holds a franchise for occupancy of public road rights-of-way and is required, as a condition of its franchise and state law, to relocate its facilities at its own expense to accommodate public road improvements; and

WHEREAS, the DISTRICT desires to construct a new sixteen-inch water line and abandon or remove an existing sixteen-inch water main that is in conflict with the COUNTY improvements located within the vicinity of the PROJECT; and

WHEREAS, the DISTRICT desires to make modifications to water mains and associated appurtenances, adjustments to final grade water valve boxes, meters and sewer manholes, replace hydrants, relocate and replace water services and meters and complete related work through the project in conjunction with the COUNTY’s PROJECT; and

WHEREAS, it is deemed to be in the best interest of the public and the DISTRICT to incorporate the DISTRICT’s water line and related relocation work, hereinafter called the “UTILITY WORK,” as requested by the DISTRICT, into the COUNTY’s construction plans and contract for the PROJECT; and

WHEREAS, the parties are authorized to enter into an interlocal agreement pursuant to Chapter 39.34 RCW in order to jointly accomplish the PROJECT;

NOW THEREFORE, it is mutually agreed as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the mutual obligations, responsibilities and rights of the COUNTY and the DISTRICT for the accomplishment of the UTILITY WORK described in
Exhibit B, Utility Work Description, which is attached hereto and incorporated herein by this reference. No separate legal entity is created by this Agreement.

II. DURATION

This Agreement shall become effective immediately upon execution by all parties and posting of the Agreement on the County’s website pursuant to RCW 39.34.040. The Agreement shall remain in effect until the UTILITY WORK has been accepted by the DISTRICT and the DISTRICT has paid the COUNTY in full, unless terminated sooner, as provided herein. The parties anticipate the PROJECT to be completed by December 31, 2015.

III. COUNTY RESPONSIBILITIES

A. The COUNTY shall act as the lead agency for the PROJECT and shall accomplish the UTILITY WORK described in Exhibits B and C on behalf of the DISTRICT in conjunction with the PROJECT. The COUNTY shall be responsible for compliance with the Local Agency Guidelines, published by the Washington State Department of Transportation, during the design and construction phases of the PROJECT. The COUNTY’s project manager shall act as the administrator of this cooperative undertaking.

B. The COUNTY shall (i) include plans and specifications for the UTILITY WORK in the PROJECT’s plans and specifications, PROVIDED that inclusion does not result in any delay in the scheduled advertising date for the PROJECT contract; (ii) print and distribute the Contract Specifications and Plans; (iii) administer the advertisement for construction; (iv) award and administer the contract, including accounting, payment of the contractor selected by the COUNTY (the “Contractor”), and keeping the PROJECT records. After awarding the contract, the COUNTY will arrange a preconstruction conference with the Contractor(s) and invite the DISTRICT to attend and participate.

C. The COUNTY reserves the right to review and reject the DISTRICT’s plans and specifications for the UTILITY WORK not in compliance with COUNTY standards or not in conformance with the COUNTY’s plans and specifications for the PROJECT. Ultimate responsibility for accuracy and completeness of the DISTRICT’s plans for the UTILITY WORK, however, rests with the DISTRICT.

D. The COUNTY, acting for and on behalf of the DISTRICT, shall provide construction engineering and inspection of the UTILITY WORK for the DISTRICT based upon the plans and specifications approved and provided by the DISTRICT. The COUNTY will provide copies to the DISTRICT of all daily inspection reports for work involving the DISTRICT’s facilities on a weekly or other agreed upon interval. Inspection of construction activities by the COUNTY shall not constitute a guarantee or warranty of the adequacy of performance. The COUNTY shall be responsible for obtaining DISTRICT approval for all deviations from PROJECT design documentation approvals affecting the DISTRICT’s UTILITY WORK, including but not limited to deviations from the approved plans, and all other approved design documentation.

E. The COUNTY shall bill the DISTRICT for costs related to the UTILITY WORK in accordance with the payment provisions of Section V of this Agreement.
F. The COUNTY shall provide the DISTRICT a hard copy of the "as-built" plans/mark-up sheets showing the completed UTILITY WORK, PROVIDED that construction of said UTILITY WORK has been completed under the terms of this Agreement. If the Agreement is terminated prior to completion of the UTILITY WORK, the COUNTY shall provide the DISTRICT a hard copy of the "as-built" plan sheets of the completed work. The COUNTY will retain and file the original polypropylene plan sheets and all other PROJECT records.

G. Any obligations of the COUNTY beyond the current fiscal year are subject to local legislative appropriation of funds for the specific purpose of funding this PROJECT in accordance with the COUNTY Charter and applicable law.

IV. DISTRICT RESPONSIBILITIES

A. The DISTRICT shall be solely responsible for all costs associated with preliminary engineering, construction, inspection, and contract administration related to the UTILITY WORK, and shall reimburse the COUNTY for such costs in accordance with the terms of Section V of this Agreement.

B. The DISTRICT shall submit to the COUNTY engineering plans and specifications for the UTILITY WORK based upon the 2012 English edition of the Standard Specifications for Road, Bridge, and Municipal Construction of the Washington State Department of Transportation (WSDOT), as modified by the COUNTY for COUNTY projects.

C. The DISTRICT shall comply with the terms of the franchise agreement between the DISTRICT and the COUNTY, including but not limited to, COUNTY design standards and specifications, and Chapter 136-40 WAC, “Standards of Good Practice-Accommodation of Utilities on County Road Right of Way.”

D. The DISTRICT shall make all reasonable efforts to cooperate with the COUNTY’s Contractor in facilitating the UTILITY WORK described in Exhibit B, and make necessary personnel available so as to not delay the Contractor’s construction schedule. The DISTRICT shall be responsible for any costs to the COUNTY for delays to the PROJECT resulting from delays in the UTILITY WORK that are caused by the DISTRICT.

E. The DISTRICT shall, within fourteen (14) calendar days after notification of completion of the UTILITY WORK, issue written notification to the COUNTY of any deficiencies or of acceptance of the work. The COUNTY’s Contractor shall correct any deficiencies. If, after the fourteen (14) day period, notification has not been received by the COUNTY, the UTILITY WORK shall be considered complete and accepted by the DISTRICT.

F. The DISTRICT may, if it desires, furnish an inspector for the UTILITY WORK. Any costs for such inspection will be borne solely by the DISTRICT. All contact between said inspector and the COUNTY’s Contractor shall be through the COUNTY’s on-site representative who shall be identified at the preconstruction conference.

G. The DISTRICT shall maintain the facilities constructed as the UTILITY WORK under this Agreement from the date of acceptance of the UTILITY WORK by the DISTRICT. In accordance with this Agreement and the terms of the DISTRICT’s franchise, the cost of any future improvements and/or maintenance, repairs, or corrections to any utility facilities covered
under the terms of this Agreement shall be the exclusive responsibility of the DISTRICT unless covered under the contract performance period.

V. PAYMENT

A. The DISTRICT agrees to reimburse the COUNTY for the costs associated with the UTILITY WORK as described in Section V.C. below. The DISTRICT’s estimate of costs is shown in Exhibit C, Preliminary Cost Summary, which is attached hereto and incorporated herein by this reference.

B. The COUNTY shall provide the DISTRICT monthly with properly executed invoices showing actual expenditures during the previous month on the UTILITY WORK. Invoices shall be based on the Contractor’s payments, equipment, materials and labor expended on the UTILITY WORK, plus COUNTY expenditures in support of the UTILITY WORK as described in Section V.C. below. Invoices shall be paid by the DISTRICT within thirty (30) days of receipt by the DISTRICT without offset or deduction for any reason. Notice of any potential dispute regarding such payment request shall be made in writing within the same time period. Payment by the DISTRICT shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented. At the time of final audit, all required adjustments related to any potential dispute for which notice has been timely given shall be made and reflected in a final payment.

C. The DISTRICT shall pay the COUNTY for the following costs:

   (1) One hundred percent (100%) of the final cost of all contract items related to the UTILITY WORK, as shown in the bid proposal of the successful bidder; and

   (2) Actual costs of COUNTY expenditures for engineering (labor and equipment), contract administration and construction inspection for the UTILITY WORK, as described in Exhibit B, plus 15% (on labor expenses only) for administrative overhead; and

   (3) The cost of any extra work associated with the UTILITY WORK within the amount of the “Contingency” as shown in Exhibit C, and any costs for extra work that have been approved in accordance with Section VIII.

D. Upon completion of the PROJECT, the COUNTY shall conduct a final audit of the PROJECT in accordance with standards of the Washington State Department of Transportation. At the time of the final audit, all adjustments required shall be made and shall be reflected in a final billing to the DISTRICT. Within thirty (30) days of receipt of the audit and final billing, the DISTRICT shall notify the COUNTY in writing of any objections to the audit and/or billing. If no objections are timely filed, the DISTRICT shall make final payment to the COUNTY and such final payment shall constitute an acceptance by the DISTRICT of the COUNTY’s costs and accounting.

VI. HOLD HARMLESS AND INDEMNIFICATION

A. The DISTRICT shall hold harmless, indemnify and defend the COUNTY, its officers, appointed and elected officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney’s fees in defense thereof, for injury, sickness, disability or death to
persons or damage to property or business, caused by or arising out of the DISTRICT's negligent or intentional acts, errors or omissions in the performance of this Agreement and arising by reason of the DISTRICT's participation in this PROJECT; PROVIDED, HOWEVER, that the DISTRICT's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, elected and appointed officials, employees or agents; PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the DISTRICT's obligations hereunder shall apply only to the percentage of fault attributable to the DISTRICT, its officers, officials, employees or agents; PROVIDED FURTHER, by mutual negotiation, the DISTRICT expressly waives, as respects the COUNTY only, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

B. The COUNTY shall hold harmless, indemnify and defend the DISTRICT, its officers, appointed and elected officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the COUNTY's negligent or intentional acts, errors or omissions in the performance of this Agreement and arising by reason of the COUNTY's participation in this PROJECT; PROVIDED HOWEVER, that the COUNTY's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the DISTRICT, its officers, elected and appointed officials, employees or agents; PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the COUNTY's obligations hereunder shall apply only to the percentage of fault attributable to the COUNTY, its officers, elected and appointed officials, employees or agents; PROVIDED FURTHER, by mutual negotiation, the COUNTY expressly waives, as respects the DISTRICT only, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

C. The parties hereby agree that, except as expressly set forth in this Agreement, the performance of services pursuant to this Agreement shall not constitute an assumption by the COUNTY of any DISTRICT obligations or responsibilities.

VII. TERMINATION

A. The COUNTY has the right to terminate this Agreement by providing written notice to the DISTRICT if the COUNTY determines not to undertake the PROJECT or to discontinue the PROJECT, in which case the DISTRICT shall only be responsible for costs incurred by the COUNTY for the UTILITY WORK prior to the COUNTY's notice of termination.

B. The DISTRICT has the right to terminate this Agreement by providing written notice to the COUNTY prior to the award of the construction contract, in which case the DISTRICT shall be responsible for all costs incurred by the COUNTY in executing the necessary contract changes to delete the UTILITY WORK from the PROJECT.
C. After award of the construction contract by the COUNTY, the DISTRICT may terminate this Agreement only upon thirty (30) days’ prior written notice to the COUNTY. In that event, the DISTRICT shall be responsible for all costs incurred by the COUNTY and all bona fide costs claimed by the Contractor in performing the UTILITY WORK up to and including the date of termination and in deleting the UTILITY WORK from the PROJECT.

VIII. EXTRA WORK

A. There may be unforeseen conditions requiring immediate resolution during the construction phase of the PROJECT such as construction disputes and claims, changed conditions and changes in the construction work. Reimbursement for increased construction engineering and/or construction contract amounts for the UTILITY WORK shall be limited to costs covered by a modification, change order or extra work order approved as described below.

B. Should it be determined that any change from the contract plans and specifications for the UTILITY WORK is required, the COUNTY, through the Director of Engineering Services, shall have authority to make such changes up to the amount of the "Contingency" shown in Exhibit C.

C. Any change in the UTILITY WORK, that would result in an increased cost to the DISTRICT in excess of $10,000 per incident, or that would result in a total of cumulative incidents that is greater than the “Contingency” amount in Exhibit C, will require a binding Letter of Agreement, signed by both the COUNTY Public Works Director or his/her designee and the DISTRICT’s General Manager or his/her designee, describing the changed scope of work and the estimated change in the UTILITY WORK cost.

D. In the event of a claim by the Contractor, each party shall be responsible for its proportionate share based on its proportionate responsibility for the claim.

IX. INSURANCE

A. The COUNTY will require the Contractor(s) performing services on the PROJECT to procure and maintain, for the duration of the PROJECT’s construction contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work associated with this Agreement. The COUNTY will require the Contractor and each subcontractor to carry insurance that meets the requirements of Section 1-07.18, Public Liability and Property Damage Insurance, of the Standard Specifications for Road, Bridge, and Municipal Construction 2012 of the Washington State Department of Transportation (WSDOT) and COUNTY requirements for liability and property damage insurance. The COUNTY will furnish the DISTRICT with a copy of said COUNTY requirements upon request. Endorsements shall name Snohomish County, the DISTRICT, their officers, elected officials, agents, and employees as an additional insured.

B. The Contractor shall provide or purchase Workers’ Compensation Insurance coverage to meet the Washington State Industrial Insurance regulations and cause any subcontractors working on behalf of the Contractor to also carry such insurance prior to performing work on the PROJECT. Neither the DISTRICT nor the COUNTY will be responsible for payment of Workers’ Compensation premiums or for any other claim or benefit for the Contractor, its employees,
consultants, or subcontractors, which might arise under the Washington State Industrial Insurance laws.

C. The Contractor shall provide the COUNTY with a certificate of insurance outlining the required coverages, limits, and additional insured endorsement, with copies to be provided to the DISTRICT upon request. The COUNTY reserves the right to receive a certified copy of all insurance policies.

X. PROJECT RECORDS

During the progress of the PROJECT and for a period not less than six (6) years from the final payment to the COUNTY, the COUNTY shall keep all records and accounting pertaining to the PROJECT available for inspection and audit by the State and copies of all records, accounts, documents or other data pertaining to the PROJECT shall be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained by the COUNTY until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit may continue past the six-year retention period.

XI. DISPUTE RESOLUTION

A. In the event the COUNTY and the DISTRICT disagree over whether the Contractor has fulfilled its obligations under the construction contract, the COUNTY reserves the right to make the final decision as to the acceptability of the work. If a dispute arises between the DISTRICT and the COUNTY, the parties agree that they will attempt to resolve the issue through mutual negotiation. In the event that the parties are not able to reach an agreement through such negotiation, the parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either party, and shall be attempted prior to the institution of any lawsuit arising under this Agreement. Mediation shall be conducted under the then-current Commercial Mediation Rules of the American Arbitration Association or, if such model procedure no longer exists, some other mutually acceptable procedure. The COUNTY and DISTRICT shall jointly select a neutral third party mediator. The parties agree to share the costs of mediation equally.

B. This Agreement has been made pursuant to, and shall be construed according to, the laws of the State of Washington. In the event that mediation is unsuccessful and either party finds it necessary to institute legal proceedings to enforce any provision of this Agreement, such proceedings may only be brought in the Superior Court of Snohomish County, Washington.

XII. PROPERTY

Any real or personal property acquired or used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and other parties will have no joint or other interest therein. Upon termination of this Agreement, real and personal property acquired through this Agreement shall be retained or disposed of in the manner provided by law.
XIII. CHANGES AND MODIFICATIONS

Either party may request changes, amendments, or additions to any portion of this Agreement; however, except as otherwise provided in this Agreement, no such change, amendment, or addition to any portion of this Agreement shall be valid or binding upon either party unless it is in writing and executed by both parties. All such changes shall be made part of this Agreement and shall be posted on the County’s website pursuant to RCW 39.34.040.

XIV. NOTICES

Unless otherwise directed in writing, notices, reports and payments shall be delivered to each party as follows:

Snohomish County
Department of Public Works
Attn: Matt Ojala, P.E.
3000 Rockefeller Avenue
Everett, WA 98201

Alderwood Water and Wastewater District
Attn: David C. MacDonald, P.E.
3626 – 156th Street SW
Lynnwood, WA 98037-2399

Notices mailed by either party shall be deemed effective on the date mailed. Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of not less than five days prior to the effective date.

For accounting purposes, the respective Federal Tax Identification Numbers are:

Snohomish County: 91-6001368
Alderwood Water and Wastewater District: 91-2000088

XV. ENTIRE AGREEMENT

These provisions represent the entire and integrated agreement of the parties and may not be modified or amended except as provided herein. Any understanding, whether oral or written, which is not incorporated herein is expressly excluded.

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

SNOHOMISH COUNTY

By: ____________________________

______________________________
Aaron Reardon
County Executive

ALDERWOOD WATER AND WASTEWATER DISTRICT

By: ____________________________

______________________________
Larry D. Jones
Board President
Approved as to Insurance
By Risk Management:

By: ____________________________
Risk Manager Date

Approved as to form only:

By: ____________________________
Attorney for District Date

Approved as to form only:

By: ____________________________
Deputy Prosecuting Attorney Date
EXHIBIT A

ALDERWOOD WATER AND WASTEWATER DISTRICT
UTILITY RELOCATION AND CONSTRUCTION ASSOCIATED WITH
THE NORTH ROAD PROJECT
ALDERWOOD WATER & WASTEWATER DISTRICT PROJECT W0913

Vicinity Map
Alderwood Water and Wastewater District, in conjunction with Snohomish County’s North Road Project from S.R. 524 to 164th Street SW (County Road Project RC #1545), will have the County’s Contractor install up to 605 feet of 16-inch and 166 feet of 8-inch water main and associated appurtenances, adjust to final grade water valve boxes, meters and sewer manholes, replace hydrants, relocate and replace water services and meters and complete other related work throughout the project. An estimate of the scope of Utility Work and the costs associated with it, based on the design, is as follows:

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<tr>
<th>Item No.</th>
<th>Description of Bid Item</th>
<th>Approx. Qty</th>
<th>Unit</th>
<th>Unit Cost</th>
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<td>Shoring or Extra Excavation Class B</td>
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<td>SF</td>
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<td>8</td>
<td>Extra Ductile Iron Fittings</td>
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<td>Butterfly Valve 16-Inch</td>
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<td>11</td>
<td>Replace Water Service</td>
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<td>Relocate Water Service</td>
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**TOTAL IMPROVEMENT COSTS**  

$750,237
## Preliminary Cost Summary

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<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>UTILITY WORK Estimated Bid Items Costs</td>
<td>$750,237</td>
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<tr>
<td>9.5% Sales Tax on Bid Items</td>
<td>$71,273</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$821,510</strong></td>
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<tr>
<td>Contingency (15% of Bid Items &amp; Sales Tax)</td>
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<td><strong>Subtotal</strong></td>
<td><strong>$944,737</strong></td>
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<tr>
<td>Construction Engineering, Inspection &amp; Contract Administration (15% of Bid Item Costs)</td>
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<tr>
<td>Administrative Overhead (15% of Construction Engineering, Contract Administration and Construction Inspection)</td>
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<td><strong>Subtotal</strong></td>
<td><strong>$129,416</strong></td>
</tr>
<tr>
<td><strong>Total Estimated UTILITY WORK Related Costs</strong></td>
<td><strong>$1,074,153</strong></td>
</tr>
</tbody>
</table>

Note: This preliminary estimate will be adjusted to conform to the successful bidder’s proposal. County expenditures billed to the DISTRICT will be actual expenditures.