ALDERWOOD WATER DISTRICT
SNOHOMISH COUNTY, WASHINGTON
RESOLUTION NO. 2308-97

A Resolution of the Board of Commissioners of the Alderwood Water District, declaring an emergency, waiving competitive bidding requirements and ordering certain work.

WHEREAS, the Alderwood Water District, a special purpose municipal corporation, is authorized by RCW 57.08.050 to construct public works after waiving competitive bidding requirements in certain limited circumstances; and

WHEREAS, Severe winter weather resulted in landslides that have damaged a Snohomish County Access Road, Possession Lane, and Alderwood’s water main in that road; and

WHEREAS, Snohomish County has received federal funds to repair Possession Lane and is scheduled to start construction in September of 1997; and

WHEREAS, the terms of its franchise with Snohomish County require Alderwood to relocate the water main in Possession Lane to conform to Snohomish County’s road improvements; and

WHEREAS, the County failed to notify Alderwood of the County’s road repair project or allow Alderwood adequate time to advertise and bid the relocation project; and

WHEREAS, Alderwood will experience increased construction costs related to reopening the newly paved road should Alderwood delay relocating its facilities; and

WHEREAS, the public interest is served best by installation of public works at the least cost to the ratepayer; and

WHEREAS, Alderwood facilities in Possession Lane sustained such winter storm damage that Alderwood cannot provide water service to customers served by those facilities that meets Alderwood’s or the Department of Health standards, and those facilities need to be replaced;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ALDERWOOD WATER DISTRICT, SNOHOMISH COUNTY, WASHINGTON as follows:

1. That an emergency exists.
2. That the public interest would suffer material injury and damage by delaying that project known as AWD 247-97, and the General Manager is directed to complete that project.

3. That competitive bidding requirements are waived for AWD 247-97 under authority granted by RCW 57.08.050.

4. That the District’s General Manager is directed to negotiate a contract with a responsible contractor to furnish and install in Possession Lane a water main and related appurtenances conforming to District and Department of Health standards and requirements.

ADOPTED BY THE BOARD OF COMMISSIONERS OF ALDERWOOD WATER DISTRICT, SNOHOMISH COUNTY, WASHINGTON, at a regular meeting thereof held this 4th day of August, 1997.

[Signatures]

ATTEST:

[Signature]
Secretary
ALDERWOOD WATER & WASTEWATER DISTRICT  
SNOHOMISH COUNTY, WASHINGTON  
RESOLUTION NO. ___-200___

A RESOLUTION of the Board of Commissioners of Alderwood Water & Wastewater District, Snohomish County, Washington, ratifying declaration of emergency and approving emergency _________ main and road repair and restoration at ________________ in ________, Washington.

WHEREAS, the Alderwood Water and Wastewater District (District) operates a water and wastewater system within southwest Snohomish County; and

WHEREAS, on __________, 200_, a private contractor damaged the District's _________ main at the intersection of _________________ in __________, Washington; and

WHEREAS, it was determined that the ______________ main, which is owned by the District, was damaged at the _______ of the pipe resulting in significant flooding at the intersection of _______________ in ___________; and

WHEREAS, the damaged _________ main constituted a real and immediate threat to the environment, (water distribution/sewer collection) service, and traffic, and, if left unrepaired, would likely cause material loss or damage to property or persons;

WHEREAS, the damaged _________ main and roadway requires an immediate response in order to protect public safety and public and private property; and

WHEREAS, RCW 39.04.280(2)(b) provides for emergency contracting in such a situation;
WHEREAS, the General Manager declared an emergency pursuant to
RCW 39.04.280 (2)(b), and executed a contract with ________________ on __
______, 200_ to repair and restore the damaged ______ main, road, and affected
adjacent properties;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of
Alderwood Water & Wastewater District, Snohomish County, Washington that:

1. The damage to the __________ main at ________________, WA
   in Snohomish County constituted an emergency pursuant to RCW
   39.04.280(2)(b).

2. The contract executed with ________________ (Contractor) on __________
   __________, 200_ to facilitate the __________ main and road repair is
   ratified.

ADOPTED by the Board of Commissioners of the Alderwood Water and Wastewater
District at a public meeting this __________ day of __________, 200__.

__________________________
Roy N. George, President

__________________________
Donna Cross, Secretary

__________________________
Larry Jones, Commissioner

__________________________
Paul D. McIntyre, Commissioner

Attest:

__________________________
Secretary

AWWD Res. No. _____-200_
Emergency Work Contract

(Insert project name and number)

THIS AGREEMENT is made this ___ day of _____ 20___, between ALDERWOOD WATER WASTEWATER DISTRICT, a municipal corporation ("District"), and ____________________________ ("Contractor").

This contract is to perform emergency (Include short description/location of work).

In consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties herein covenant and agree as follows:

1. **Project.** The Contractor shall do all work and furnish all tools, materials and equipment for the District’s emergency work known as: ____________________________ ("Project") which entails repair of ____________________________.

2. **Project Cost.** The amount of the Project will be based on time and materials and will include Washington State sales tax of 8.9 percent. The total Project Cost includes all costs necessarily incurred to complete the work including, but not limited to, wages of construction workers, salaries and wages of supervisory and administrative personnel when engaged in this work, required and customary benefits, materials, equipment rental, transportation, testing fees, plus a fee of 10%.

3. **District Agreement.** The District retains Contractor to provide the materials and to do and cause to perform the Project work described above and to complete and finish same according to the District’s and City of Bothell Standards and the terms and conditions herein contained and
contracts to pay the total Project Cost for such work at the time and in the manner and upon the conditions provided for in this Agreement.

4. **Contractor Agreement.** The Contractor hereby agrees to fully perform the work for the total Project Cost according to the terms and conditions of this Agreement.

5. **Contractor Responsibilities.** The Contractor shall provide and bear the expense of all equipment, work and labor that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement.

6. **Payment Terms.** The District shall pay the Contractor in one single payment. A detailed application for payment shall be submitted by the Contractor, to the District, upon completion of the work. Payment to the Contractor shall be made within 30 days after approval of the application for payment.

7. **Attorney's Fees.** Should either the District or the Contractor commence any legal action relating to the provisions of this Agreement, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorneys' fees, including all such costs and fees incurred on appeal.

8. **Indemnification.** The Contractor shall defend, indemnify and save the District and its officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments and attorneys' fees or other expenses of any kind on account of injury to or death of any and all persons, or on account of all property damage of any kind, or loss of use resulting therefrom, to any party arising out of, or in any manner connected with, the work performed under this Agreement, or caused in whole or in part by reason of the presence of the Contractor, the subcontractors, or their property, employees or agents, upon or in proximity to the property of the District during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the negligence of the District with regard to activities within the Contractor's scope of work. The indemnification provided herein
constitutes Contractor's waiver of immunity under Industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

9. **Insurance.** The Contractor shall obtain and keep in force insurance during the term of the Agreement, insurance in the following amounts:

   Contractor shall secure minimum Public Liability and Property Damage Insurance Coverage in the minimum amount of $1,000,000 for death or injury to any one person and $2,000,000 for death or injury to two or more persons in any one occurrence and $1,000,000 for Property Damage in any one occurrence with any aggregate Property Damage Coverage of $2,000,000 for two or more occurrences from an insurance company authorized to do business in the State of Washington. The Contractor shall provide a certificate of insurance to Alderwood Water District. The Contractor's insurance policy shall be primary with respect to this Project.

The District shall be specifically named as an insured in such policy or policies. A certificate of Insurance, questionnaire, and endorsement, as required by the District, shall be executed and delivered to the District within 10 day of contract execution.

10. **Prevailing Wages.** The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. Final payment will be made in accordance with the requirements of RCW 39.12. See attached prevailing wage rates (Exhibit A).

11. **Environmental Regulation.** Contractor is expected to comply with all environmental statutes and regulations including, but not limited to: 42 USC 4321 et seq.; Executive Order 11514; 33 USC 1251 et seq.; 16 USC 1531 et seq.; and RCWs 43.21, 70.74, 70.94, 90.48, 90.58 and WAC 197-11.
Alderwood Water and Wastewater Dist.  

By__________________________    By__________________________

Arden Blackledge, General Manager

(Print or Type Name, Title)

(Address)_____________________  

(Telephone)_____________________

(Fax)__________________________

Corporation__________________  
Partnership__________________  
Joint Venture__________________

State of Washington General Contractor’s Lic. No.________________________
EXHIBIT A

CURRENT PREVAILING WAGE RATES
Date

Contact Name
Contractor Name
Address

Re: Project Number and Name (Emergency Work)

Dear :

Enclosed for your records is an executed copy of the referenced emergency contract. Please note the following Articles:

- Article 9: Insurance - Please provide a certificate of insurance that complies with this Article within 10 working days of receipt of this letter.

- Article 10: Prevailing Wages - Contractor is required to pay prevailing wages for the work performed. Please provide a copy of your "Intent to Pay Prevailing Wages". The form must be received before the District will process any payments.

When submitting your pay request, the District requires retainage of 5 percent and the retainage amount should be noted on the pay request. If you would like the retained amount placed in an interest-bearing escrow account, please complete the enclosed escrow agreement prior to submitting your first pay request. If no escrow account is set up, the District will retain the monies, with no interest, until the retainage is released.

Please direct any correspondence, pay requests, and or questions to me at 425-743-4605.

Sincerely,

District Engineer/Project Engineer
Enclosure (2)

cc: Maintenance & Operations
Inspection
MEMORANDUM

DATE: _____________, 200_

TO: The Board of Commissioners

Roy N. George, President
Donna J. Cross, Secretary
Paul D. McIntyre, Commissioner
Larry D. Jones, Commissioner

Arden Blackledge, General Manager

FROM: Nancy Davidson, District Engineer

SUBJECT: _____________, 200__ Board Meeting
(insert emergency repair project name)
Proposed Resolution No. _____-200_
Ratifying Declaration of Emergency and
Approving Repairs at (insert repair location)

Background

On _____________, 200__, a contractor installing _______________ at the
intersection of _______________ in __________ hit and damaged the
District’s (water/sewer) main. Crews from the District responded and isolated the
damaged (water/sewer) main to minimize further flooding.

It was determined that given the depth of the main, the traffic impacts and other
concerns, immediate repairs were necessary and best completed by an outside
contractor. The General Manager declared an emergency pursuant to RCW
39.04.280 (2)(b) and executed a contract with (insert contractor name).

Present Situation

The emergency contract has been signed and the repairs completed. The next
step is for the Board to approve a resolution ratifying the declaration of an
emergency and approving the emergency (water/sewer) main and road repairs.
The District's attorney has reviewed the proposed resolution and approves it as to
form.

The Board is requested to approve the attached proposed Resolution No. _____-
200__.

Action
Motion to adopt Resolution No. ____-200, ratifying declaration of emergency and approving emergency (water/sewer) main and road repair and restoration at ________________, Washington.