

**INTERLOCAL AGREEMENT
CITY OF EDMONDS AND EDMONDS SCHOOL DISTRICT
236TH ST SW PAVING**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the City of Edmonds, Washington (the “City”) and Edmonds School District (the “District”) (collectively, the “Parties”) as of the date entered below.

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, the District is currently constructing a new Madrona School (the “Project”); and

WHEREAS, the District plans to install certain frontage improvements on the south side of 236th St SW within the limits of the Project; and

WHEREAS, the Project will require a half width pavement reconstruction of 236th St SW from approximately 9315 236th St. SW to 92nd Ave W; and

WHEREAS, the City desires to expand the District’s half-width pavement reconstruction to include a half width pavement grind and overlay of 236th St SW from approximately 23520 94th Ave W to 92nd Ave W per attached exhibit; and

WHEREAS, a half width pavement grind and overlay of 236th St SW will provide a durable and consistent pavement section; and

WHEREAS, adding the half width pavement grind and overlay work to the District’s Project will minimize the disruption to residents on 236th St SW; and

WHEREAS, the Parties agree to share the cost of the pavement grind and overlay on 236th St SW and establish a formal arrangement under which the City will pay the District in exchange for the District incorporating the City’s pavement overlay work into the Project; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking; and

WHEREAS, the City Council of the City of Edmonds has taken appropriate action to approve the City’s entry into this Agreement; and

WHEREAS, the District Board has taken appropriate action to approve the District’s entry into this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the City and the District agree as follows:

TERMS

Section 1. Purpose. The purpose of this Agreement is to establish a formal arrangement under which the City will pay the District to incorporate the overlay work into the Project and to construct said work in conjunction with the District's construction of the Project. The terms, conditions and covenants of this Agreement shall accordingly be interpreted to advance this purpose. This Agreement further seeks to allocate and define the Parties' respective rights, obligations, costs and liabilities concerning the establishment, operation and maintenance of this undertaking.

Section 2. Term. This Agreement shall be effective upon its execution by the Parties hereto. Unless terminated in accordance with Section 3, this Agreement shall remain effective until the sooner of the following events: (a) the City's written acceptance of and payment for the District overlay work provided to the City pursuant to this Agreement, or (b) December 31, 2018, when it shall expire automatically. The Parties may at their option renew this Agreement for a mutually agreed upon term by a writing signed by both Parties.

Section 3. Termination. Either Party may terminate this Agreement with or without cause by providing the other Party with thirty (30) days' written notice of its intent to terminate. Termination or expiration shall not alter the City's payment obligations under Section 6 for services already rendered, or for the normal and reasonable costs incurred by the contractor in terminating and closing out the City's portion of the work, and shall not alter the Parties' respective obligations under Section 10 of this Agreement.

Section 4. Obligations of the City. The City agrees to:

- A. Reimburse the District for all actual costs related to the pavement overlay in accordance with the terms of Section 6 of this Agreement. The City's share of construction cost shall not exceed \$35,000.00 without prior approval by the City, which approval shall not be unreasonably withheld.
- B. Reimburse the District for the City's prorated share of the District's actual consultant cost for construction engineering and management of the pavement grind and overlay work. The City's share of the District's actual costs for construction engineering and management shall be prorated based on the City's share of the total construction cost for the pavement grind and overlay work. The City share shall not exceed \$3,500.00 without prior approval by the City, which approval shall not be unreasonably withheld.
- C. Respond promptly to information requests submitted by the District or its agents regarding the pavement grind and overlay work.
- D. Provide written acceptance of the work to the District upon satisfactory completion of the pavement grind and overlay work.

Section 5. Obligations of the District. The District agrees to:

- A. Incorporate the half width pavement grind and overlay work into project documents by change order.
- B. Submit to the City written invoices for payment in accordance with Section 6. Include copies of invoices or other documentation from consultants and/or contractors clearly indicating the City's portion of the invoices.
- C. Provide City personnel reasonable access to the Project's construction area for purposes of inspecting and monitoring the progress of the work.
- D. Respond promptly to information requests submitted by the City or its agents regarding the Project.

Section 6. Payment Schedule. The Parties agree to the following billing and payment schedule:

- A. For construction contract costs and for construction engineering and management costs incurred by the District for the City's pavement grind and overlay work, the District shall within thirty (30) days submit an invoice to the City for the City's share of said expenses for the pavement grind and overlay. Said invoice shall contain a reasonably detailed explanation of the methodology utilized by the District in determining the City's share of each expense. To the extent reasonably possible, the District shall document and tabulate separately the actual quantities of work installed to clearly identify the City's cost for the pavement grind and overlay work.
- B. Within thirty (30) days of receiving any invoice pursuant to subsection 6.A, the City shall tender payment to the District in the form of a check, money order or other certified funds for the invoiced amount, provided that such invoiced amounts shall not exceed an aggregate total of \$38,500.00 unless approved by the City pursuant to Sections 4(A) and 4(B) of this Agreement.
- C. In the event that the Parties disagree regarding the City's share of any expense incurred by the District regarding the Project, the Parties may agree to submit the question for resolution by a mediator or arbitrator acceptable to both Parties.

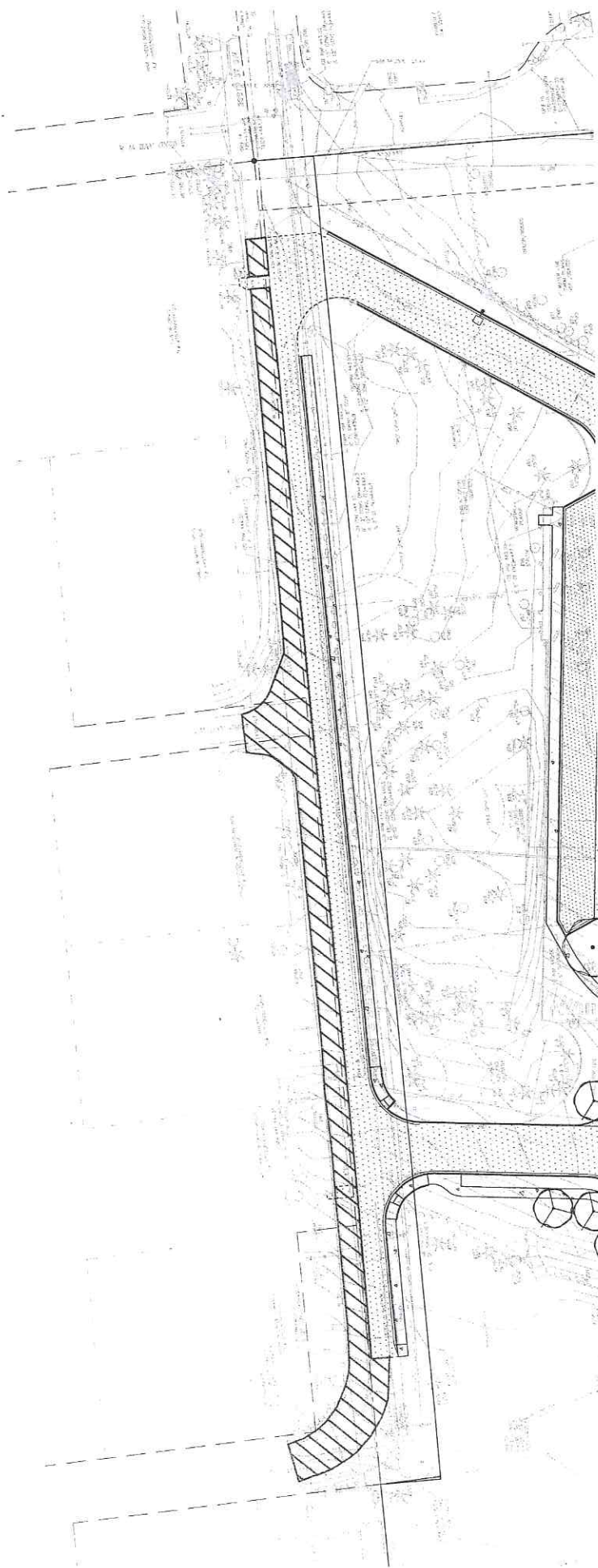
Section 7. Ownership and Disposition of Property. The pavement grind and overlay work done pursuant to this Agreement shall become and remain the exclusive property of the City upon completion.

Section 8. Administration. No Separate Entity Created. The General Manager for the District shall serve as the administrator of this Agreement. No separate legal entity is formed by this Agreement.

Section 9. Release, Indemnification and Hold Harmless Agreement. Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives, contractors or subcontractors, to the fullest extent required by the laws of the State of Washington. Each Party (the "Indemnifying Party") agrees to protect, indemnify and save the other Party (the "Indemnified Party") harmless from and against any and all such liability for injury or damage to the Indemnified Party or the Indemnified Party's property, and also from and against all claims, demands and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, to the extent caused by the Indemnifying Party's fault or that of its agents, employees, representatives, contractors or subcontractors. The Indemnifying Party specifically promises to indemnify the Indemnified Party against claims or suits brought under Title 51 RCW by its own employees, contractors or subcontractors, and waives any immunity that the Indemnifying Party may have under that title with respect to, but only to, the limited extent necessary to indemnify the Indemnified Party.

Section 10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in Snohomish County Superior Court.

Section 11. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the City and any employee, agent, representative or contractor of the District, or between the District and any employee, agent, representative or contractor of the City.



Section 12. No Third Party Rights. This Agreement is intended for the sole and exclusive benefit of the Parties hereto and no third party rights are created by this Agreement.

Section 13. Notices. Notices to the District shall be sent to the following address:

**EDMONDS SCHOOL DISTRICT
Capital Projects Office
20420 68th Avenue W
Lynnwood, WA 98036-7400**

Notices to the City shall be sent to the following address:

**City of Edmonds
City Engineer
121 Fifth Avenue N
Edmonds, WA 98020**

Section 14. Duty to Post Agreement to District Website. The District shall, after this Agreement is executed by both Parties, post this Agreement to the District website.


Section 15. Integration. This document constitutes the entire embodiment of the Agreement between the Parties and, unless modified in writing by an amendment to this Agreement signed by the Parties hereto, shall be implemented as described above.

Section 16. Non-Waiver. Waiver by any Party of any of the provisions contained within this Agreement, including but not limited to any performance deadline, shall not be construed as a waiver of any other provision.

Section 17. Entire Agreement. These provisions represent the entire and integrated agreement of the parties regarding the subject matter hereof 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. Each party represents and warrants that its signatory below possesses the authority to execute this Agreement and bind on behalf of such party their respective entities.

CITY OF EDMONDS

By: 
DAVID O. EARLING
Mayor

Date

2.21.18

EDMONDS SCHOOL DISTRICT

By: _____
Dr. Kris McDuffy
Superintendent

Date

Approved as to form only:



City of Edmonds
Office of the City Attorney



Taine Wilton <wiltont@edmonds.wednet.edu>

MK8 - CI 060 - RFI 136 - Pricing_Rev-2

3 messages

Jason Pennington <JasonP@formacc.com>

Mon, Feb 26, 2018 at 6:14 PM

To: "Taine Wilton (WiltonT@edmonds.wednet.edu)" <WiltonT@edmonds.wednet.edu>

Cc: "Michael Nelson (NelsonMicha@edmonds.wednet.edu)" <NelsonMicha@edmonds.wednet.edu>, "Corrie Rosen (crosen@mahlum.com)" <crosen@mahlum.com>, "Brandon Moggio (bmoggio@mahlum.com)" <bmoggio@mahlum.com>, "Chuck Hartung (chartung@hainline.net)" <chartung@hainline.net>, Pat Saum <PatS@formacc.com>, Ben Guttromson <beng@formacc.com>

Taine,

Please review the attached **revised-2** pricing for **RFI 136**. (CI 060)*Removed costs of striping (by CoE).*

Thanks,

JASON PENNINGTON | **FORMA CONSTRUCTION** | PROJECT MANAGER | 206.375.1478**CI 060 - RFI 136 - Pricing_Rev-2.pdf**

129K

Taine Wilton <wiltont@edmonds.wednet.edu>

Tue, Feb 27, 2018 at 3:58 PM

To: "Hague, Ryan" <ryan.hague@edmondswa.gov>, Michael Nelson <nelsonmicha@edmonds.wednet.edu>

Good afternoon Ryan,

Please review this cost proposal for the paving at 236th without the fog line striping or centerline striping. The contractor will still complete the cross walk striping.

Thanks, Taine

[Quoted text hidden]

**CI 060 - RFI 136 - Pricing_Rev-2.pdf**

129K

Hague, Ryan <Ryan.Hague@edmondswa.gov>

Wed, Feb 28, 2018 at 9:47 AM

To: Taine Wilton <wiltont@edmonds.wednet.edu>, Michael Nelson <nelsonmicha@edmonds.wednet.edu>

Taine,

We're good with this price. Please proceed.

Thanks,

~Ryan

Attn: Taine Wilton
Edmonds School District
20420 - 68th Ave. W.
Lynnwood, WA 98036

January 8, 2018
Revised February 26, 2018

Reference: Madrona School Replacement
Subject: Cost Issue Approval

Cost Issue #: 060
CI Ref Document(s): RFI 136

Dear Taine,

	In accordance with the contract documents, this Change Issue Approval is sent to confirm Forma's use of its MACC Contingency funds.
--	---

	In accordance with the contract documents, this Change Issue Approval is sent to confirm Forma's use of its GMP Allowance funds.
--	--

X	This Change Issue Approval is sent to confirm that the Edmonds School District acknowledges this as a contract change condition and will issue an Owner Change Order to fund this expenditure.
---	--

Change Item Description:

RFI 136: Additional paving at 236th per City of Edmonds request

Bid Pkg.	Subcontractor	Scope	Value
BP 32.3	Forma	Asphalt Paving & Markings	\$ 26,999.27
	MACC Contingency		\$ -
	GMP Allowance #1		\$ -
SUBTOTAL COST OF WORK			\$ 26,999.27
	Fee 4.671%		\$ 1,261.14
GRAND TOTAL			\$ 28,260.41

Clarification, Assumptions & Exclusions:


Above pricing is subject to the same terms, conditions, exclusions & clarifications as the GMP, along with the following items:

Time Request: 0 Days

Authorization to Proceed

X	Forma Construction Company has proceeded with this change item scope per Owner's written/ verbal direction.
	Forma Construction Company will proceed with this change proposal when signed by an authorized representative.

Please confirm your approval of this Cost Issue, as allocated above, by signing and returning this letter to Forma Construction Company as soon as possible.


 Jason Pennington
 Forma Construction Company
 Date 2/26/2018

Taine Wilton
 Edmonds School District
 Date



Project: MADRONA SCHOOL REPLACEMENT
 Owner: Edmonds School District
 Architect: Mahlum

Forma Job #: 16030

Date: 2/26/2018
 Forma CI #: 060

COST ESTIMATE DETAIL SHEET

Cost Issue #060: RFI #136: Additional paving at 236th per City of Edmonds request								
Item	Description	Unit Quantity	Unit Type	Unit Material	Unit Labor	Material Cost	Labor Cost	TOTAL
Forma	Specified General Conditions							
	Direct Costs:							
1	Journeyman Carpenter	0	MHR		\$65.51	\$0.00	\$0.00	\$0.00
2	Foreman Laborer	0	MHR		\$56.29	\$0.00	\$0.00	\$0.00
3								
4	Materials	0	LS		\$0.00	\$0.00	\$0.00	\$0.00
5								
6								
7								
8								
9								
10								
Forma Subtotal								\$0.00

Item	Description			Bid Package	Sub Other	Sub Costs	Sub Fee	Sub TOTAL
SUB								
1	Lakeridge Paving			32.3	\$ -	\$ 22,880.74	\$2,745.69	\$ 25,626.43
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
Subcontractor Subtotal								\$25,626.43

FEE	FORMA (self-performed)					\$0.00	12%	\$0.00
	Subcontractor					\$22,880.74	6%	\$1,372.84

Time Extension Required = 0 Day(s)

TOTAL Change Order \$26,999.27

FORMA Construction Company Jason Pennington Project Manager 2/26/2018
 Name Title Date

I/We have checked this proposal and recommend approval

Owner/Architect Name Title Date



Complete Site Development Contracts - Commercial - Residential

CHANGE ORDER

SOLD TO: Forma Construction Co.
1016 1ST AVE SOUTH #400
SEATTLE, WA 98134

CHANGE ORDER #: 1
DATE #: 1/8/2018
OUR JOB #: 17405G

Contract / Job #:		Contact Person: Jason Pennington
Jobsite Name:	Madrona School Rep	Phone #: 360-754-5788
Jobsite Address:	9300 236th St. SW Edmonds, Wa	Fax #: 360-943-5868

We hereby agree to make the change(s) specified below:

Offsite Scope:

RFI#136 Additional paving on 236th

- 1) Grind 2" of existing HMA / Haul waste / Apply tack coat / traffic control
- 2) Place & Compact 2" HMA for overlay

Approx 911 s.y. @ \$28.13 per s.y. \$25,626.43

Note: Final price based on confirmed field measurements.

*If you do not agree with the above changes please respond immediately,
otherwise this change order will be considered acceptable.*

TOTAL CHANGE ORDER AMOUNT: TBD

INCREASE / DECREASE BY REASON OF THIS CHANGE ORDER:	TBD
PREVIOUS CONTRACT AMOUNT:	\$529,625.00
REVISED CONTRACT AMOUNT:	TBD

NOTE: IN SIGNING THIS CHANGE ORDER,
YOU ARE ACKNOWLEDGING THE FOLLOWING:

- 1.) You are authorized to bind the above named entity.
- 2.) This Change Order becomes part of and in conformance with existing Contract.
- 3.) The Revised Contract Total is correct and becomes the New Contract Amount.

Authorized Signature

Date: