

**FIRST AMENDMENT TO THE
INTERLOCAL AGREEMENT BETWEEN CITY OF EDMONDS,
WASHINGTON AND CITY OF LYNNWOOD, WASHINGTON
FOR 76TH AVENUE WEST WATER MAIN INSTALLATION
DESIGN AND CONSTRUCTION**

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of the date set forth below between the City of Edmonds, a Washington municipal corporation ("Edmonds"), and the City of Lynnwood, a Washington municipal corporation ("Lynnwood") (collectively "the Parties").

RECITALS

A. The Parties entered into an interlocal agreement entitled 76th Avenue West Water Main Installation Design and Construction, dated October 17, 2011 ("the Agreement"), under which the Parties agreed to work cooperatively to provide for the design and construction of the Edmonds 76th Avenue West Water Main Installation project in conjunction with the design and construction of the Lynnwood 76th Avenue West Sewer Trunkline Improvement project. The Agreement defines the Parties' respective rights, obligations, costs and liabilities regarding this undertaking.

B. Sections 4 and 5 of the Agreement provide, inter alia, that Edmonds will provide periodic payments to Lynnwood to reimburse Lynnwood for its costs associated with the design and construction of the Edmonds 76th Avenue West water main installation, and in return Lynnwood will incorporate this work into Lynnwood's 76th Avenue West sewer trunkline improvements.

C. Since entering into the Agreement on October 17, 2011, an emergency situation has arisen that requires Edmonds to complete construction of the Edmonds 76th Avenue West water main installation, as well as to construct a temporary asphalt overlay on 76th Avenue West between 18223 76th Avenue West and 17410 76th Avenue West and perform temporary sidewalk repairs within the project area after the completion of the water main work. The Parties have agreed that Edmonds will pay for the construction services needed for the water main work and temporary asphalt overlay, striping and sidewalk repairs, and Lynnwood will reimburse Edmonds for the construction services needed for the temporary asphalt overlay and sidewalk repairs. This emergency situation requires the Parties to amend the Agreement to address the need to provide for these emergency construction services and to define the Parties' respective rights, obligations, costs and liabilities regarding same.

D. The Parties desire to amend the Agreement to clarify these changes to its terms.

CON-5-26-12
1-16-14 to 12-31-14
6176

10-17-11

NOW, THEREFORE, in consideration of the mutual benefits herein contained, the Parties hereby agree as follows:

1. Section 1 of the Agreement is hereby amended to read as follows:

Section 1. Purpose. The purpose of this Agreement is to establish a formal arrangement under which Edmonds will pay Lynnwood to design and construct the Edmonds 76th Avenue West water main installation in conjunction with Lynnwood's design and construction of the proposed Lynnwood 76th Avenue West Sewer Trunkline Improvements (collectively, "the Project"); with the exception that, due to an emergency situation, Edmonds will contract for construction services to complete the Edmonds 76th Avenue West water main installation work remaining as of November 15, 2013, to provide a temporary asphalt overlay and striping on 76th Avenue West between 18223 76th Avenue West and 17410 76th Avenue West, and to provide temporary sidewalk repairs within the project area after the completion of the water main work. The terms, conditions, and covenants of this Agreement shall accordingly be interpreted to advance the new 76th Avenue West water main installation 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.

2. Section 4.A. of the Agreement is hereby amended to read as follows:

Section 4. Obligations of Edmonds. Edmonds agrees to:

- A. Provide periodic payments to Lynnwood to reimburse Lynnwood for its costs in design and construction of the Edmonds 76th Avenue West water main pursuant to Section 6 of this Agreement; with the exception that Edmonds will contract for construction services to complete the Edmonds 76th Avenue West water main installation work remaining as of November 15, 2013 using the funds that it would otherwise have paid to Lynnwood under this Agreement to perform such work; and will contract for construction services to provide a temporary asphalt overlay and striping on 76th Avenue West between 18223 76th Avenue West and 17410 76th Avenue West and temporary sidewalk repairs within the project area after the completion of the water main work, for which construction services Lynnwood will reimburse Edmonds.

3. Sections 5.A. and 5.B. of the Agreement is hereby amended to read as follows:

Section 5. Obligations of Lynnwood. Lynnwood agrees to:

- A. Provide and incorporate the Edmonds 76th Avenue West water main design into the Lynnwood design for sewer trunkline improvements; with the exception that Edmonds will contract for construction services to complete the Edmonds 76th Avenue West water main installation work remaining as of November 15, 2013, and will contract for construction services to provide a temporary asphalt overlay and striping on 76th Avenue West between 18223 76th Avenue West and 17410 76th Avenue West and temporary sidewalk repairs within the project area after the completion of the water main work.
- B. Assume responsibility for constructing the new 76th Avenue West water main in accordance with the design plans approved by Edmonds (including but not limited to securing all necessary consultants, contractors, and subcontractors); with the exception that Edmonds will contract for construction services using emergency contracting procedures to complete the Edmonds 76th Avenue West water main installation work remaining as of November 15, 2013, and to provide a temporary asphalt overlay on 76th Avenue West between 18223 76th Avenue West and 17410 76th Avenue West and temporary sidewalk repairs within the project area. Lynnwood will reimburse Edmonds for the temporary asphalt overlay, striping and temporary sidewalk repair construction services, and will be responsible for the full restoration of the road no later than [June 30, 2014], weather permitting. All construction contracts shall be procured through a formal competitive bidding process consistent with applicable State law. Lynnwood shall be solely and exclusively responsible for ensuring the compliance of said bidding process with all applicable procedures required under state and local regulations.

4. Section 6.A. and 5.B. of the Agreement is hereby amended to read as follows:

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

- A. For each outside construction contract expense incurred by Lynnwood regarding the Project, Lynnwood shall, within 30 days of the date Lynnwood is billed or invoiced for any undisputed charge by its consultants, contractors and subcontractors, submit an invoice to Edmonds for the Edmonds share of said expense for the new water main. Said invoice shall contain a reasonably detailed explanation of the methodology utilized by Lynnwood in calculating the Edmonds share of each expense. Contracts for construction shall provide for separate bid schedules, or other means to clearly identify the Edmonds portion of the Project cost for the new water main. Contracts for design shall identify all tasks and work

performed associated with Edmonds portion of the design on invoices, fee estimates and project status reports. Time is of the essence and Lynnwood shall not unreasonably delay submittal of Edmonds share of expenses. In addition, for each construction contract expense incurred by Edmonds regarding the temporary asphalt overlay on 76th Avenue West between 18223 76th Avenue West and 17410 76th Avenue West, and the temporary sidewalk repairs within the project area, Edmonds shall, within 30 days of the date Edmonds is billed or invoiced for any undisputed charge by its consultants, contractors, subcontractors, and city administrative costs, submit an invoice to Lynnwood; and Lynnwood shall, within thirty (30) days of receiving any such invoice from Edmonds, shall tender payment to Edmonds in the form of a check, money order or other certified funds for the invoiced amount.

5. All other terms of the Agreement shall remain in full force and effect except as amended by this Amendment. If a conflict arises between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

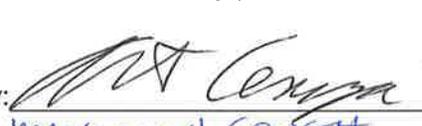
IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year written below.

EXECUTED this 16th day of January, 2014.

CITY OF EDMONDS

CITY OF LYNNWOOD

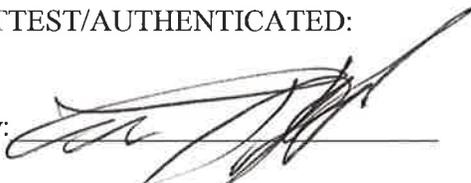
By: 
Mayor David O. Earling

By: 
MAYOR GORDON GOUGH
FOR MAYOR PER DSA 4-15-13

ATTEST/AUTHENTICATED:

ATTEST/AUTHENTICATED:

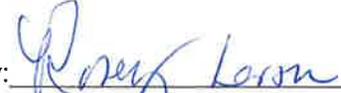
By: 
Scott Passey, City Clerk

By: 

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Office of the City Attorney

By: 
City Attorney