

MEMORANDUM OF UNDERSTANDING BETWEEN LAKE STEVENS SEWER DISTRICT AND CITY OF LAKE STEVENS FOR COST-SHARING FOR SOUTH LAKE STEVENS ROAD GRIND AND OVERLAY

This Memorandum of Understanding is entered into by and between the Lake Stevens Sewer District (the "District") and the City of Lake Stevens (the "City") this 11th day of June, 2020. The purpose of this agreement is to provide a mechanism for the District to contribute to the costs of asphalt grind and overlay on South Lake Stevens Road made necessary as a result of construction activities of the District and the City.

I. Scope of Work.

A. The City agrees to:

1. Administer, manage and fund a construction contract to grind, asphalt pre-level, two-inch overlay, install roadway striping, adjust roadway utilities and traffic control (the "Overlay") as needed to restore the roadway surface of South Lake Stevens Road from 20th Street SE to the east side of the intersection of 116th Street SE for a total of 5,690 linear feet (LF) of roadway surface improvements.
2. Once the overlay is completed, report total Overlay costs to the District and invoice for reimbursement.
3. Comply with Chapter 39.04 RCW – Public Works.

B. The District agrees to:

1. Reimburse the City \$132,689 to fund 1,940 LF of the Overlay due to impacts associated with a District sewer project in the area, including the following roadway sections:
 - a. Stitch Road to 116th Ave SE (1,300 LF)
 - b. Intersection of 15th Ave SE to South Davies Road (300 LF)
 - c. 1900 Block (Burger King/Tom Thumb Entrance) to 18th St. SE (340 LF)
2. Reimbursement will be provided by the District to the City within 30 calendar days of receipt of Overlay cost report and invoice.

LAKE STEVENS SEWER DISTRICT

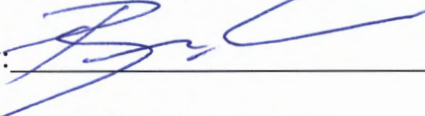
Authorized Signature:

By: 

Johnathan Dix, AGM
Printed Name & Title

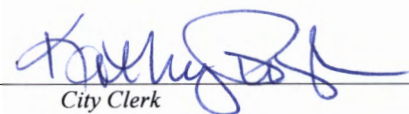
CITY OF LAKE STEVENS

Authorized Signature:

By: 

Brett Gailey, Mayor

Attest:

By: 
City Clerk

Approved as to form:

By: _____
City Attorney

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority.

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts and Signatures.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract. Digital, electronic, and PDF signatures will constitute an original in lieu of the "wet" signature.

35. Debarment and Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition)) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit ____, if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF LAKE STEVENS

Specialized Pavement Marking, Inc.

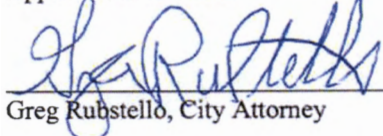
By: _____
Gene Brazel, City Administrator

By: _____
Mark Price, President

Attest:

Kathy Pugh, City Clerk

Approved as to Form:



Greg Rubstello, City Attorney