

AS-BUILT ADDENDUM
2010 AMENDMENT TO
AGREEMENT FOR SEWAGE DISPOSAL BETWEEN
THE CITY OF EVERETT AND SILVER LAKE WATER & SEWER DISTRICT

This As-Built Addendum (“*As-Built Addendum*”) is entered into by and between the CITY OF EVERETT, a Washington municipal corporation (the “*City*”) and the SILVER LAKE WATER & SEWER DISTRICT, a Washington municipal corporation (the “*District*”) (individually a “*Party*” and collectively the “*Parties*”).

RECITALS

A. The City and the District are parties to the Agreement for Sewage Disposal dated June 16, 1982, as amended by amendments dated January 23, 1985, March 19, 1986, December 12, 1991, and June 28, 2000. The City and District also entered into the 2010 Amendment to Agreement for Sewage Disposal, which was executed by the City as of September 20, 2010, and the District as of August 27, 2010 (the “*2010 Amendment*”).

B. Among other things, the 2010 Amendment concerned the District’s construction of the Interceptor Work. The Interceptor Work is now complete. The purpose of this As-Built Addendum is to amend the 2010 Amendment so that it accurately reflects the as-built Interceptor Work.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

- A. Exhibit C. The Exhibit C attached to the 2010 Amendment is replaced with the Exhibit C attached to this As-Built Addendum.
- B. Definitions. The following definitions in Section 1.A of the 2010 Amendment are revised as shown below by deleting the strike-out portions and adding the underlined portions:

“*High Capacity 36-Inch Pipeline*” refers to the portion of the existing 36-inch gravity sewer pipeline north of ~~Manhole 2085Z07~~ New Manhole D as shown in ~~Exhibit B~~ and Exhibit C.

“*Manhole SL*” refers to the manhole named SLWSD Manhole 23-1 as shown in Exhibit B and Exhibit C.

“*New Manhole D*” refers to a new manhole as shown in Exhibit C.

“*New SLWSD Manhole*” refers to a new 60” manhole as shown in Exhibit C.

“*New 30-Inch Pipeline*” refers to a new pipeline with a capacity of at least 11,200 gpm that connects the Existing 30-Inch Pipeline, New Manhole A, New Manhole B, New Manhole C, and New Manhole D ~~Manhole 2085Z07, and the High Capacity 36-Inch Pipeline~~ as shown in Exhibit C.

“*New District Pipeline*” refers to a new 24-inch pipeline that connects the District’s ~~pipeline at Manhole SL~~ New SLWSD Manhole to the New Manhole B as shown in Exhibit C.

C. Transfer of Title and Transfer of Operation and Maintenance Responsibilities. The following provisions in Section 1.C of 2010 Amendment are revised as shown below by adding the boldfaced underlined portions:

1. Transfer to the City. Effective upon delivery to the District of the Notice of Acceptance, (a) all of the District’s right, title, and interest in New Manhole A, New Manhole B, New Manhole C, **New Manhole D**, and the New 30-Inch Pipeline shall be transferred to the City, **with such transfer at no cost to the City**; (b) the City assumes all repair, maintenance, and operational responsibilities for all such improvements; and (c) the City may use all such improvements for any purpose consistent with this Amendment and the Agreement. It is the intent of the Parties that, effective upon delivery to the District of the Notice of Acceptance, the City shall own, repair, operate, and maintain all improvements shown in red on Exhibit C.
2. Transfer to the District. Effective upon delivery to the District of the Notice of Acceptance, (a) all of the City’s right, title, and interest in Manhole 2085Z05, **Manhole 2085Z07, the existing 36-inch pipeline connecting Manhole 2085Z07 and New Manhole D**, and the Low Capacity 36-Inch Pipeline shall be transferred to the District, **with such transfer at no cost to the District**; (b) such transfer shall be AS-IS and the District assumes all repair, maintenance and operational responsibilities for such improvements; and (c) the District may use all such improvements for any purpose consistent with this Amendment and the Agreement. It is the intent of the Parties that, effective upon delivery to the District of the Notice of Acceptance, the District shall own, repair, operate, and maintain all improvements shown in green on Exhibit C.

The City and the District shall fully cooperate to execute any other instruments **(including bills of sale)** that may be necessary to document the transfer of the above improvements.

D. Flow Acceptance and Restrictions. Section 1.D.2 of the 2010 Amendment is revised as shown below by deleting the boldface strike-out portions and adding the boldface underlined portions:

2. After Delivery of Notice Acceptance.

- (a) New 30-Inch Pipeline. Effective upon delivery of the Notice of Acceptance, the City shall accept District Flow into the New 30-Inch Pipeline from the Existing 30-Inch Pipeline and from the New District Pipeline, so long as (i) the total District Flow at no point in the New 30-Inch Pipeline is in excess of 5,400 gpm and (ii) the District Flow from the Existing 30-Inch Pipeline into the New 30-Inch Pipeline is not in excess of 831 gpm. The City has no obligation under this Amendment or the Agreement ~~(x)~~ **(A)** to accept any District Flow that causes the total District flow at any point in the New 30-Inch Pipeline to be in excess of 5,400 gpm or ~~(y)~~ **(B)** to accept any District Flow from the Existing 30-Inch Pipeline in excess of 831 gpm into the New 30-Inch Pipeline.
- (b) High Capacity 36-Inch Pipeline. Effective upon delivery of the Notice of Acceptance, the City shall accept District Flow into the High Capacity 36-Inch Pipeline at ~~Manhole 2085Z07~~**New Manhole D** from the New 30-Inch Pipeline and from the Low Capacity 36-Inch Pipeline, so long as the total District Flow in the High Capacity 36-Inch Pipeline is never in excess of 11,500 gpm. The City has no obligation under this Amendment or the Agreement to accept any District Flow that causes the total District Flow in the High Capacity 36-Inch Pipeline to be in excess of 11,500 gpm.
- (c) Block to Remain in Place. Effective upon delivery of the Notice of Acceptance, the City shall not deliver flow from the Existing 30-Inch Pipeline into the Low Capacity 36-Inch Pipeline. The City shall not remove the block in the Existing 30-Inch Pipeline between New Manhole A and Manhole 2085Z05.

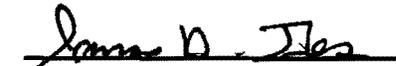
- E. Approved Plans and Specifications / Notice of Acceptance. The Interceptor Work has been completed in accordance with the Approved Plans and Specifications. To the extent the Approved Plans and Specifications deviated from the requirements listed in Section 1.B.1 of the Agreement, the deviation has been approved by the City and the District. Once fully executed by the Parties, this As-Built Addendum constitutes the Notice of Acceptance as required under Section 1.C.4 of the 2010 Amendment.
- F. 2010 Amendment Remains in Effect. Except as expressly modified by this As-Built Addendum, all provisions of the 2010 Amendment remain in full force and effect. Capitalized terms used in this As-Built Addendum but not defined in this As-Built Addendum have the meanings given to them in the 2010 Amendment.

IN WITNESS WHEREOF, the Parties have executed this As-Built Addendum as of the dates set forth below.

CITY OF EVERETT
WASHINGTON

By: 
Ray Stephanson, Mayor
Date: 5-15-2012

APPROVED AS TO FORM:


James D. Iles, City Attorney
Date: 5/15/12

ATTEST:


Sharon Marks, City Clerk
Date: 5/15/12

SILVER LAKE WATER & SEWER DISTRICT

By: 
Patrick Curran, General Manager

Date: 4-17-12

