



CONTRACT FACE SHEET

Document Type: [ ] Claim [x] Interlocal Agmt [ ] Collective Bargaining Agmt [ ] Latecomer Agreement [ ] Connection Charge Agmt [ ] Lease [ ] Contract [ ] MOU [ ] Franchise Agreement [ ] ROW Use Agmt [ ] Grant Agmt [ ] Settlement Agmt

Relationship to Original: [x] Amendment #1 [ ] Cancellation [ ] Change Order [ ] Correspondence [ ] Initial [ ] Lien [ ] MOU [ ] New [ ] Release [ ] Renewal [ ] Retainage [ ] Working

\*Vendor Name: WSDOT

\*JDE PO Number: /

\*Original's Effective Date: 05.07.2009

\*Amendment's Effective Date: 06.18.2009

\*Termination Date: 12.31.2009

\*Clerk's Receiving Number: 45136 (City Clerk's Office will enter)

Original's Receiving Number: 45134 (09.681)

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: 7904 03.16.2009

CIP Number: /

Project Description: Interchange Improvements Project UT 01394 Add Category 2 Utility Work I-405/NE 8th St to SR520

KC Recording Number: /

Vendor or Parcel Number: /

File Location: 09.681

Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

DEPT: TR

Face Sheet Date 10.20.2009 G JDE N/A

Scan/Index Date 10.20.2009 MAT J ECM

CR# 45136 DATE 10-20-09 LOC 09-1681  
Res 7904

AGREEMENT UT01294  
UTILITY CONSTRUCTION AGREEMENT  
I-405/NE 8TH ST TO SR520 BRAIDED RAMPS – INTERCHANGE IMPROVEMENTS  
Amendment No. 1

**THIS AMENDMENT No. 1** modifies **Agreement UT01294, UTILITY CONSTRUCTION AGREEMENT, I-405/NE 8<sup>TH</sup> ST TO SR520 BRAIDED RAMPS – INTERCHANGE IMPROVEMENTS**, dated May 7, 2009, between the STATE OF WASHINGTON, Department of Transportation, hereinafter called the “STATE,” and the CITY OF BELLEVUE, 450 110<sup>TH</sup> AVE NE, BELLEVUE, WA 98004, hereinafter called the “CITY,” collectively referred to as the “PARTIES,” and individually referred to as the “PARTY.”

**WHEREAS**, the CITY and the STATE desire to amend **Agreement UT01294** to add **CATEGORY 2 UTILITY WORK**, where the STATE is obligated to pay for the protection, modification and/or relocation of CITY-owned facilities where the CITY has a compensable property interest by virtue of being located on easements or CITY-owned right-of-way (hereinafter “**CATEGORY 2 UTILITIES**”), and

**WHEREAS**, the CITY and the STATE mutually desire and agree to amend **Agreement UT01294** per Section 13.0 of GCA 5852 and Section 11.1 of Agreement UT 01294,

**NOW, THEREFORE**, pursuant to chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof,

**IT IS MUTUALLY AGREED AS FOLLOWS:**

1. Section 1.1 is revised to read as follows:

This AGREEMENT addresses UTILITY WORK, relating to **CATEGORY 1 UTILITIES** and **CATEGORY 2 UTILITIES**, that is necessary to protect, modify and/or relocate UTILITIES for purposes of the PROJECT.

2. Section 1.2 is revised to read as follows:

The STATE, through its Design-Builder, agrees to perform the UTILITY WORK, including both design and construction, in accordance with the Scope of Work marked Exhibit A, and Plans, marked Exhibit C, both attached hereto and by this reference made part of this AGREEMENT.

3. Section 1.4 is revised to read as follows:

The CITY may, if it desires, furnish an inspector on the UTILITY WORK in accordance with Exhibit A. The CITY agrees any costs for **CATEGORY 1 UTILITY WORK** inspection shall be borne solely by the CITY. The STATE shall reimburse the CITY for the costs associated with CITY inspections of the **CATEGORY 2 UTILITY WORK** as provided in Section 2.6.

4. Section 1.7 is revised to read as follows:

If the CITY does not respond within ninety (90) days, the UTILITY WORK shall be deemed accepted by the CITY, and the STATE shall be released from all future claims and demands resulting from the performance of the UTILITY WORK under this AGREEMENT.

5. Section 2. COST LIABILITY is revised and/or added to read as follows:

**CATEGORY 1 UTILITIES**

2.1 The estimated cost for CATEGORY 1 UTILITY WORK to be performed by the STATE's Design-Builder at CITY expense is ONE MILLION TWO HUNDRED SIX THOUSAND SIX HUNDRED FIVE DOLLARS (\$1,206,605) and is detailed in Exhibit B, attached hereto and by this reference made a part of this AGREEMENT. The estimate is based on a conceptual design to protect, modify or relocate CITY CATEGORY 1 UTILITIES which have been identified as possibly being in conflict with the PROJECT and is for budgetary purposes only. The estimate summarizes the anticipated costs for both the STATE and the Design-Builder. The purpose of the estimate is to provide the CITY with a framework upon which to plan funding authorization for the CATEGORY 1 UTILITY WORK. It is understood by the PARTIES that the estimated funds may or may not be sufficient to complete the actual CATEGORY 1 UTILITY WORK required by the PROJECT. In the event of an increase in the CITY's cost obligation of 25 percent or more from the total estimate shown in Exhibit B, the PARTIES agree to amend Exhibit B to identify said increase.

2.2 Notwithstanding section 2.1 above, the CITY agrees that it shall be responsible for the actual direct and related indirect costs, including contract administration and overhead costs, associated with the CATEGORY 1 UTILITY WORK in this AGREEMENT.

2.3 The CITY agrees that it is responsible for the Design-Builder's bid price for the CATEGORY 1 UTILITY WORK identified in Section 4.4 Exhibit A Scope of Work, including any increased costs allowed pursuant to the Design-Build Contract.

2.4 The STATE shall invoice the CITY within five (5) days after receiving its Design-Builder's invoice for CITY CATEGORY 1 UTILITY WORK. In recognition that the STATE does not have the legal authority to pay for the CITY's CATEGORY 1 UTILITY WORK, the CITY agrees to make payment to the STATE within twenty-five (25) days of receipt of a STATE invoice. Invoices and supporting documentation shall be submitted to the CITY on a monthly basis. The PARTIES agree that any payment shall not constitute agreement as to the appropriateness of any item and that at the time of final invoice, all required adjustments shall be made and reflected in a final payment.

2.5 The CITY agrees that if payment for the CATEGORY 1 UTILITY WORK is not made within the provisions of section 2.4, the STATE may withhold any monies to which the CITY is entitled to receive from the Motor Vehicle Fund until payment for the CATEGORY 1 UTILITY WORK is received by the STATE. If payment is not timely received, the STATE may expend those monies withheld toward costs owed, including 1% per month interest charges applied to any amounts owed beyond the twenty-five (25) day period.

## CATEGORY 2 UTILITIES

2.6 The STATE shall be responsible for the actual direct and related indirect costs associated with the CITY's review and inspection of CATEGORY 2 UTILITY WORK. The STATE shall pay such costs directly to the CITY through CITY permit fees. The CITY shall invoice the STATE for permit fees associated with CATEGORY 2 UTILITY WORK on a monthly basis. The STATE shall make payment to the CITY within thirty (30) days after receipt of a detailed CITY invoice. The estimated cost for CATEGORY 2 UTILITY permits is NINETY SIX THOUSAND SIX HUNDRED TWENTY EIGHT DOLLARS (\$96,628) and is detailed in Exhibit D summarizes the anticipated cost of permits for both CATEGORY 1 UTILITIES and CATEGORY 2 UTILITIES. The permitting fees shall be split between the STATE and the CITY according to the method shown in Exhibit D. The STATE is only responsible for those permit fees related to CATEGORY 2 UTILITIES. It is understood by the PARTIES that the STATE's final responsibility for CATEGORY 2 UTILITY permit fees may be greater than or lesser than the estimated amount noted in Exhibit D, depending on the final design and lineal footage of CATEGORY 2 UTILITIES requiring protection, modification, and/or relocation.

2.7 The cost for the CATEGORY 2 UTILITY design, construction and inspection work to be performed by the STATE's Design-Builder shall be included in the STATE's design-build construction contract and is the responsibility of the STATE.

6. Section 3.1 is revised to read as follows:

In the event it is determined that a change from the Scope of Work contained in Exhibit A is required, written approval must be secured from either the CITY or the STATE, as applicable, prior to beginning of such work. For CATEGORY 1 UTILITIES, the STATE shall require it's Design-Builder to provide written documentation for the change that shall include the description of work, justification for change, and costs that could be triggered by the requested change as part of its request. The City shall respond in writing to the STATE within seven (7) calendar days.

7. Section 6.2 is revised to read as follows:

In accordance with Section 7, the CITY agrees, after relocation and/or adjustment of its facilities, to execute and deliver to the STATE a quit claim deed removing all CITY property interests from within the STATE's right of way.

8. Section 8.1. is revised to read as follows:

This AGREEMENT may be terminated upon sixty (60) days written notice given by either the CITY or the STATE. Upon termination by either PARTY, the CITY shall immediately pay the STATE for all actual direct and related indirect expenses and costs relating to the CATEGORY 1 UTILITY WORK incurred by the STATE and/or by the Design-Builder, including the costs of non-cancelable obligations and/or Design-Builder claims relation to the termination of the CATEGORY 1 UTILITY WORK, up to the date of termination. Should this AGREEMENT be terminated, any remaining CATEGORY 1 UTILITY WORK, if any, required for the PROJECT shall be performed in accordance with the applicable STATE utility permit or franchise in effect at the time of termination and all costs shall be the responsibility of the CITY.

9. Section 11. is revised to read as follows:

This AGREEMENT may be amended by the mutual agreement of the PARTIES. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the PARTIES.

10. Section 12.1 is revised to read as follows:

During the progress of the Work and for a period of not less than three (3) years from the date of final payment, both PARTIES shall maintain the records and accounts pertaining to the UTILITY WORK and shall make them available for inspection and audit by the other PARTY and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the UTILITY WORK shall be furnished upon request. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

11. The first two paragraphs in Exhibit A are revised to read as follows:

The UTILITY WORK under this AGREEMENT provides for the STATE, through its Design-Builder, to design and construct facilities necessary to protect, modify or relocate CATEGORY 1 and CATEGORY 2 CITY UTILITIES that are in conflict with the PROJECT. The existence of an actual conflict shall depend on the final design provided by the Design-Builder.

The STATE shall produce preliminary plans, specifications and cost estimates for the design-build PROJECT. The Design-Builder shall finalize the PROJECT design and the UTILITY protection, modification or relocation designs required to construct the PROJECT. The design as it relates to the UTILITY WORK shall be required to meet or exceed the CITY's design and construction requirements, as well as the STATE's requirements for the construction of I-405.

12. Section 1 in Exhibit A is revised to read as follows:

The STATE, through its Design-Builder, shall design, review, approve, construct and inspect UTILITY WORK necessary to protect, modify or relocate CATEGORY 1 and CATEGORY 2 CITY UTILITIES that are in conflict with the PROJECT.

13. Section 2. in Exhibit A is revised to read as follows:

Protection, modification, or relocation of the CITY UTILITIES shall be designed and constructed according to the specifications included in the PROJECT Request for Proposal (RFP) and amendments, in addition to the Bellevue City Code and current City of Bellevue Engineering Standards for UTILITY WORK within STATE property as generally shown in Exhibit C.

14. Section 3. in Exhibit A is revised to read as follows:

3.1 The CITY shall furnish the labor, at its own cost, required to administer this AGREEMENT, including but not limited to, review and approval of the design of UTILITY WORK necessary to protect, modify or relocate CITY UTILITIES, as well as any CITY inspection of the UTILITY WORK as constructed by the Design-Builder.

3.2 The CITY shall review UTILITY WORK specification and plan submittals made by the Design-Builder and return said submittals to the Design-Builder within fourteen (14) calendar days after receipt of each submittal. The CITY agrees to indicate on each submittal either "approved," "approved with comments," or "not approved, Design-Builder to revise and resubmit." The aforementioned submittal review process shall apply to any re-submittals resulting from a prior review. The CITY shall have the right to inspect the UTILITY WORK. The CITY shall coordinate a mutually agreeable schedule and scope of inspection directly with the Design-Builder for CITY inspections. The CITY shall report any UTILITY WORK deficiencies in writing to the STATE and the Design-Builder's Construction Quality Assurance Manager for resolution.

3.3 All costs for work performed shall be in accordance with the Agreement's Section 2, Cost Liability and Payment.

15. Section 4.3 in Exhibit A is revised to read as follows:

The STATE shall attend meetings between the Design-Builder and the CITY.

16. Section 4.4 in Exhibit A is revised to read as follows:

Since the PROJECT is being designed and constructed using a design-build project delivery method, the exact identity and number of CATEGORY 1 UTILITIES that may require protection, modification, or relocation in order to accommodate the PROJECT is unknown until such time as the design is developed by the Design-Builder. Nevertheless, based on conceptual plans, the PARTIES have identified the following seven (7) CATEGORY 1 UTILITIES as possibly being in conflict with the PROJECT. The UTILITY WORK related to these seven (7) CATEGORY 1 UTILITIES shall be included as bid items in the RFP for the PROJECT.

- 1) Sanitary Sewer crossing I-405 near Milepost 13.78 – UI 517
- 2) 12" Water line crossing I-405 near Milepost 13.83 - UI336
- 3) 16" Water Main crossing I-405 near Milepost 14.12 - UI348
- 4) 8" Water line outside WSDOT right-of-way near Milepost 14.52 - UI380
- 5) 8" Sanitary Sewer crossing SR520 near Milepost 7.26 - UI421
- 6) 20" Water Main crossing SR520 near Milepost 7.37 - UI428
- 7) 12" and 8" Sanitary Sewer lines crossing SR520 near Milepost 7.53-7.60 - UI429

17. Section 4.5 in Exhibit A is revised to read as follows:

The CITY is responsible to pay for all work associated with the above referenced bid items at the price contained in the price proposal in the design-build contract, as may be adjusted from time to time pursuant to the design-build contract. If as a result of the final design for the PROJECT the UTILITY WORK

identified above is either not required to be performed or reduced in scope, the STATE shall seek a credit from the Design-Builder as appropriate under the design-build contract. It is acknowledged by the PARTIES that there may be additional CATEGORY 1 UTILITIES over and above those UTILITIES identified above that may require protection, modification or relocation in order to accommodate the PROJECT. As the PROJECT progresses, should other CATEGORY 1 UTILITIES be identified that require protection, modification, or relocation, the PARTIES agree that the resulting UTILITY WORK shall be addressed pursuant to the terms of this AGREEMENT and shall not be considered a change to this Scope of Work. In such an event, should the Design-Builder have a right to an increase in contract price pursuant to the design-build contract, the CITY shall cooperate with the Design-Builder in developing a price to perform such UTILITY WORK. The CITY shall be responsible to reimburse the STATE for all such increases.

18. Sections 4.6 and 4.7 in Exhibit A are added as follows:

4.6 Similarly, the exact identity and number of CATEGORY 2 UTILITIES that may require protection, modification, or relocation in order to accommodate the PROJECT is unknown until such time as the design is developed by the Design-Builder. Nevertheless, based on conceptual plans, the PARTIES have identified the following eighteen (18) CATEGORY 2 UTILITIES in the vicinity of the PROJECT which may or may not be in conflict with the PROJECT.

- 1) 8" sanitary sewer, I-405 MP 14.25 - UI 381
- 2) Abandoned water line, I-405 MP 14.43 - UI 385
- 3) Water line, I-405 MP 13.95 - UI 494
- 4) Sanitary sewer, I-405 MP 14.05 - UI 525
- 5) Water line, I-405 MP 14.05 - UI 526
- 6) Sanitary sewer, I-405 MP 14.10 - UI 527
- 7) 16" water main, I-405 MP 14.12 - UI 348B
- 8) Sanitary sewer, I-405 MP 14.17 - UI 528
- 9) Sanitary sewer, I-405 MP 14.54 - UI 542
- 10) Water main, I-405 MP 14.54 - UI 544
- 11) Water main, I-405 MP 14.61 - UI 545
- 12) Sanitary sewer, I-405 MP 14.61 - UI 546
- 13) 8" water line, I-405 MP 14.52 - UI 380B
- 14) Sanitary sewer, SR520 MP 7.04-7.14 - UI 415
- 15) 16" water main, SR520 MP 7.05-7.30 - UI 488
- 16) 8" sanitary sewer, SR520 MP 7.26 - UI 421B
- 17) 16" water main, SR520 MP 7.27 - UI 425
- 18) 12" water main, SR520 MP 7.30-7.58 - UI 416

4.7 It is acknowledged by the PARTIES that there may be additional CATEGORY 2 UTILITIES over and above those CATEGORY 2 UTILITIES identified above that may require protection, modification or relocation in order to accommodate the PROJECT. As the PROJECT progresses, should other CATEGORY 2 UTILITIES be identified that require protection, modification, or relocation, the PARTIES agree that the resulting UTILITY WORK shall be addressed pursuant to the terms of this AGREEMENT and shall not be considered a change to this Scope of Work.

19. Exhibit D – Permit Cost Estimate, is attached hereto and by this reference made part of this AGREEMENT.

AMENDMENT

IN WITNESS WHEREOF, the parties hereto have executed this Supplement No. 1 as of the latest day and written below.

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

CITY OF BELLEVUE

By: [Signature]

By: [Signature]

Print: KIM HENRY

Print: David Berg

Title: PROJECT DIRECTOR

Title: Deputy Dir Transp.

Date: 6/18/09

Date: 6/17/09

APPROVED AS TO FORM

APPROVED AS TO FORM

Date: 6-15-09

Date: 6/17/09

By: [Signature]  
Assistant Attorney General

By: [Signature]  
City Attorney

**UT 01294  
UTILITY CONSTRUCTION AGREEMENT  
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS**

**WORK BY STATE  
ACTUAL COST**

**EXHIBIT D**

**PERMIT COST ESTIMATE**

I-405, NE 8th St to SR 520 Braided Ramps - Interchange Improvements  
 Cost Estimate for City of Bellevue Utility Permits

I-405 BELLEVUE SEGMENT

COB LOCATION #	UTILITY TYPE	UTILITY IDENTIFIER	HIGHWAY MILEPOST LOCATION	DESCRIPTION	LF to be Relocated	Design Review	Minimum Inspection	Contingency (15%)	Total Estimated Review Costs	WSDOT Costs	COB Costs	Crossing Street	Definite, Potential or Unlikely	WSDOT	COB
1	SS	13.78	Sanitary Sewer underneath I-405		200	\$1,180	\$3,500	\$702	\$5,382	\$0	\$5,382	8th Bridge	Potential		\$5,382
	BT	322	13.81	ITS conduit in NE 8th land structure over 405	200	\$1,888	\$3,500	\$808	\$6,196	\$0	\$6,196	8th Bridge	Unlikely		
	BT	323	13.81	ITS cable in NE 8th land structure over 405	200	\$1,888	\$3,500	\$808	\$6,196	\$0	\$6,196	8th Bridge	Unlikely		
	UK	320	13.81	Misc.	NF										
	WM	321	13.81	hangers in NE 8th structure for future W	200	\$1,180	\$3,500	\$702	\$5,382	\$0	\$5,382	8th Bridge	Unlikely		
	WM	324	13.81	Remove Water line in NE 8th St	200	\$1,180	\$3,500	\$702	\$5,382	\$0	\$5,382	8th Bridge	Unlikely		
2	WM	336	13.83	12" water crossing 405, N of NE 8th bridge	300	\$1,180	\$3,500	\$702	\$5,382	\$0	\$5,382	8th Bridge	Potential		\$5,382
	WM	494	13.95	Water Line	100	\$1,180	\$3,500	\$702	\$5,382	\$5,382	\$0	Overlake	Definite	\$5,382	
	GP	345	14.04	Permit for 4 lanes NE 12th St. Overcrossing structure.	N/A	N/A									
	ST	14.09	Storm Sewer near West abutment of NE 12th Street Bridge		400	\$1,888	\$3,500	\$808	\$6,196	\$6,196	\$0	12th bridge	Definite	\$6,196	
3	WM	348	14.12	18" Water Main	1400	\$3,540	\$10,500	\$2,106	\$16,146	\$12,110	\$4,037	12th bridge	Definite	\$12,110	\$4,037
	SS	381	14.25	8" Sanitary Sewer along east side of I-405 (per unofficial as	2400	\$9,440	\$17,500	\$4,041	\$30,981	\$30,981	\$0		Definite	\$30,981	
	WM	385	14.48	Water Line	135	\$1,180	\$3,500	\$702	\$5,382	\$5,382	\$0		Definite	\$5,382	
4	WM	380	14.52	8" Water Line just outside ROW (per unofficial as-built)	225	\$1,180	\$3,500	\$702	\$5,382	\$2,512	\$2,870	NE 20th?	Definite	\$2,512	\$2,870
	WM	369	15.05	12" and 10" UG Water lines crossing 405	NC										

I-406 Subtotal \$62,562 \$17,671

SR620 BELLEVUE SEGMENT

ST	413	7.04	Storm Sewer in 118th Ave. NE		300	\$1,888	\$3,500	\$808	\$6,196	\$6,196	\$0	118th	Definite	\$6,196	
SS	414	7.04	Sanitary Sewer on 118th Ave. NE		300	\$1,888	\$3,500	\$808	\$6,196	\$0	\$6,196	118th	Unlikely		
WM	405	7.04	18" DI Water Main in 116th Ave. NE across SR520		300	\$1,180	\$3,500	\$702	\$5,382	\$0	\$5,382	116th	Unlikely		
WM	416	7.48	48" Water Main on south side of SR 520 (SEE UT 488)	0					\$0	\$0	\$0	between 11	Unlikely		
5	SS	421	7.26	8" Sanitary Sewer Line under Northrup at SR520	325	\$1,888	\$3,500	\$808	\$6,196	\$953	\$5,243	Northrup	Potential	\$953	\$5,243
	WM	425	7.27	16" WM not on current Bellevue VM plans	325	\$1,180	\$3,500	\$702	\$5,382	\$5,382	\$0	Northrup	Definite	\$5,382	
	WM	426	7.37	Entry hole wrong district number	0				\$0	\$0	\$0	N/A	Unlikely		
6	WM	428	7.37	20" Water Main w/ 320' of 30" casing E. of bridge (direction	500	\$1,180	\$3,500	\$702	\$5,382	\$0	\$5,382	East of Nor	Definite	\$5,382	\$5,382
	ST	472	7.55	Storm Sewer	300	\$1,888	\$3,500	\$808	\$6,196	\$6,196	\$0	124th	Definite	\$6,196	
	SS	415	104.71	Sanitary Sewer on south side of SR 520	0	\$1,888	\$3,500	\$808	\$6,196	\$0	\$0	between 11	Unlikely		
	WM	488	105.73	16" Water Line along SR 520 (near Lowe's)	1650	\$3,540	\$10,500	\$2,106	\$16,146	\$16,146	\$0	between 11	Definite	\$16,146	
	WM	499	105.73	Test hole for (U1488) 16" Waterline along SR 520 (near Lowe's)	0	\$1,180	\$3,500	\$702	\$5,382	\$0	\$0		Unlikely		
7	SS	429	153.7	8" and 8" SS lines crossing SR 520 @ 124th Ave. NE	625	\$1,888	\$3,500	\$808	\$6,196	\$0	\$6,196	124th	Potential		\$6,196

SR520 Subtotal \$34,065 \$16,821  
 Estimated Total Cost for Permits \$96,628 \$74%  
 Total % 26%

Design Review and Minimum Inspection cost estimates based on City of Bellevue 2008 Fee Schedule for Utility Permits.  
 Estimate that the typical length of utility permit is 500'; review cost estimates are increased for longer relocations, but not decreased for shorter relocations.



## Corridor Program

Congestion Relief & Bus Rapid Transit

600 - 108th Avenue NE, Suite 405  
Bellevue, WA 98004  
Main 425-456-8500  
Fax 425-456-8600

MS: NB82-250

June 17, 2009

Nancy LaCombe  
City of Bellevue  
450 110th Avenue NE  
Bellevue, WA 98004

Re: **Amendment #1 to UT 01294**  
Utility Construction Agreement  
City of Bellevue  
Work by State - Actual Cost  
**I-405 NE 8TH ST TO SR520 BRAIDED RAMPS - INTERCHANGE  
IMPROVEMENTS**

Dear Nancy:

I have enclosed two (2) originals of an Amendment to utility agreement, **UT 01294, Utility Construction Agreement, City of Bellevue, Work by State, Actual Cost**, that will fund work activities for the relocation of your Category 1 utilities impacted by the I-405 NE 8TH ST TO SR520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS project.

Please obtain signatures on all originals from the appropriate City of Bellevue officials then return all originals of the agreement to me for final execution. I will transmit a fully executed original for your use after WSDOT has signed the documents.

I have also enclosed one copy of the Original Agreement, and one copy of the Amended Agreement (with changes incorporated) for your use.

Please do not hesitate to give me a call at (425) 456-8609, if you need additional information or have questions regarding this document.

Sincerely,

Kent Large  
Utility Engineer  
I-405 Corridor Program

KRL:dm  
Enclosures