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WSDOT

File Location

Vendor Name

WSDOT
12/31/2014

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Resolution: 8140

Leg Date: 9/20/2010

Vendor #: _____

Description: 2010-2014 UTILITY CONSTRUCTION AGREEMENT
UT01490 SR 520 MEDINA TO SR 202 PO 1050411-000

Notes:

INTRLOC_00
 INTERLOCAL AGREEMENTS
 12/31/2014

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CR# 46719 DATE 11-1-10 Loc LINTRLDC-000
Res 8140 UT01490

UTILITY CONSTRUCTION AGREEMENT
SR 520: Medina to SR 202, Eastside Transit and HOV
Work by State – Actual Cost

This Utility Construction Agreement (Agreement) is made and entered into between the State of Washington, Department of Transportation (State) and the City of Bellevue, a municipal corporation (City), collectively referred to as the "Parties," and individually referred to as the "Party."

I. RECITALS

A. WHEREAS, the State is planning the construction or improvement of SR 520, Control Section 175700, Medina to SR 202, Eastside Transit and HOV Project (Project), and in connection therewith, it is necessary to protect, modify and/or relocate certain City-owned facilities (Utilities), said work hereinafter referred to as the "Utility Work;" and

B. WHEREAS, the Parties agree that the State's inclusion of the Utility Work in the State's design-build construction contract serves the best interest of the public and promotes efficiency and coordination for timely and cost effective completion of the Project; and

C. WHEREAS, the City agrees to reimburse the State for any Utility Work required for facilities not located on easements or City-owned right-of-way (Category 1 Utilities), and the State agrees 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 property or right-of-way (Category 2 Utilities),

NOW, THEREFORE, pursuant to chapter 47.44 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, including all exhibits which are incorporated by reference and fully made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

II. AGREEMENT

1. Plans, Specifications, Construction, Inspection, Utility Work Acceptance, Ownership, and Maintenance.

1.1 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.

1.2 The State, through its Design-Builder, agrees to perform the Utility Work, including both design and construction, in accordance with the Special Provisions, marked Exhibit A, including Attachment 1 to Exhibit A, and Plans, marked Exhibit C hereto.

1.3 The State shall require its Design-Builder to develop the designs for the Utility Work in accordance with the Bellevue City Code and current City of Bellevue Engineering Standards as generally shown on Exhibit C, State utility permit and/or franchise requirements, and the specifications included in the Project Request for Proposal (RFP) and amendments thereto. To the extent that the RFP specifications affect the Utility Work, such RFP specifications are included in this Agreement, along with Exhibit A by this reference. In accordance with Exhibit A, the City shall work directly with the Design-Builder during design and shall review and approve the design-build final plans and specifications proposed for the Utility Work. When or if approved by the City, all Utility Work plans and specifications shall be incorporated with this Agreement herein as if fully set forth. The State shall require its Design-Builder to construct the Utility Work in accordance with the City-approved plans and specifications.

1.4 The City shall inspect all Utility Work. The City shall bear all costs associated with inspections for Utility Work.

1.5 The State shall promptly notify the City in writing when all Utility Work is completed.

1.6 The City shall, within ninety (90) days of being notified that the Utility Work is completed: (a) deliver a letter of conditional acceptance to the State, such acceptance is termed conditional only upon the completion of the one year warranty term as provided in Section 1.8 or (b) deliver to the State written notification listing all reasons based solely upon the City-approved plans and specifications for withholding conditional acceptance.

1.7 If the City does not respond within ninety (90) days, the Utility Work shall be deemed conditionally accepted by the City; such acceptance is termed conditional only upon the completion of the one year warranty term as provided in Section 1.8.

1.8 The State's Design-Build contract requires the Design-Build contractor to provide the State with a one-year warranty on all work per Section 1-05.16, General Warranties, of the General Provisions of the Project RFP; such warranties apply to the Utility Work, excluding Sections 1-05.16(9) and 1-05.16(10). Warranty Provisions, Section 1-05.16 is attached as Exhibit D. The one-year warranty begins on the date of Project Physical Completion, as defined in the Project RFP. The State shall provide the City with written notification of the date of Project Physical Completion. During the year following Project Physical Completion, the State shall require the State's Design-Builder to correct any defects in the Utility Work in accordance with the terms of the warranty. The City shall immediately notify the State in writing of any defects that require correction upon discovering such defects. The State agrees to promptly request the State's Design-Builder to correct the Utility Work defect, and the State shall notify the City when such work is scheduled. Upon completion of the corrective work, the City shall perform a final inspection of the corrective work and deliver a letter of acceptance to the State.

1.9 After the one year warranty or any extensions for correction of Utility Work defect(s) pursuant to Section 1.8, the City shall deliver to the State written notification of final acceptance of the Utility Work, and the State shall be released from all future claims and demands resulting from the performance of the Utility Work, except as provided in Section 1.11.

1.10 Upon completion and final acceptance of the Utility Work pursuant to Section 1.9, the City shall be solely responsible for all future ownership, operation, and maintenance of its Utilities, without State liability or expense.

1.11 In regards to City Utility Work acceptance as addressed in Section 1.9, the City neither waives nor accepts defects in design or construction. It is agreed that the State's liability to the City under such circumstances shall not exceed sums, if any, as may be recovered from the Design-Builder. For claims or demands due to defects in design or construction brought by the City, the City shall have full responsibility for preparation and presentation of such claims, if any, and shall bear all expenses thereof, including attorneys' fees and costs and any expenses of any nature, including attorneys' fees and costs which may be incurred by the State; provided the State shall cooperate with the City in advancement of such claims, including, but not limited to, pursuit of any applicable contract claims between the State and the Design-Builder.

2. Cost Liability and Payment for Category 1 Utilities.

2.1 The City shall reimburse the State for all direct and indirect costs associated with Category 1 Utility Work. The estimated cost for Category 1 Utility Work to be performed by the State's Design-Builder is One-Million, One Hundred Fifty Four Thousand, Four Hundred Eighty Dollars (\$1,154,480) as detailed in Exhibit B, Cost Estimate attached hereto. Exhibit B is based on conceptual designs to protect, modify or relocate City Category 1 Utilities, which have been identified as possibly in need of protection, modification, or relocation as a result of the Project. Exhibit B includes all anticipated costs for both the State and the Design-Builder with respect to Category 1 Utility Work.

2.2 Because the Parties acknowledge that the State does not have legal authority under this Agreement to advance state motor vehicle funds for Category 1 Utility Work, the City shall pay the State an advance payment amount of One Hundred Seventy Three Thousand, One Hundred Seventy Two Dollars (\$173,172) (Advance Payment Amount) within twenty (20) calendar days after the State submits its first invoice to the City for costs associated with Category 1 Utility Work. The Advance Payment Amount represents fifteen (15) percent of the total estimated costs for which the City is responsible and shall be carried throughout the life of the City's cost obligations. All costs for Category 1 Utility Work above the Advance Payment Amount (as reflected in Exhibit B referenced in Section 2.1) shall be made or adjusted by invoice as provided for in Section 2.5 of this Agreement. Should the estimated costs as provided in Section 2.1 be in excess of the actual costs for the Category 1 Utility Work, the State shall (a) reflect the City's excess payment by reducing the final invoice charge to the City, and if necessary, (b) directly reimburse the City for such excess payment within thirty (30) days of the last invoice date.

2.3 Exhibit B described in Section 2.1 may be adjusted by addition or subtraction of Category 1 Utility Work required by the Project as provided for in Exhibit A, Section 4.4, Scope of Work. The unit prices for each item of Category 1 Utility Work as described in Exhibit B shall be the basis for adjusting the actual cost on quantity of work performed by the Design-Builder. Variations in the quantity of work necessary for each item of Category 1 Utility Work shall be multiplied at the unit price for that item of Category 1 Utility Work and the product applied to reach the actual cost. In cases where previously unidentified Category 1 Utility Work is required and unit costs have not been established, the State and City shall in good faith mutually negotiate and agree upon costs for such additional work. Adjustments to the actual costs made pursuant to this Section have no impact on the amount of the Advance Payment paid by the City and shall not require additional advanced payments by the City. Rather, all adjustments made under this Section will be made by invoice provided by the State to the City and paid in accordance with Section 2.5 of this Agreement.

2.4 The City shall be responsible for any increased costs to the Design-Builder for Category 1 Utility Work which results from differing site conditions, inaccurate utility location information, and other circumstances beyond the control of either the State or the Design-Builder. Any increased costs incurred by the Design-Builder under this Section shall be made by invoice provided by the State to the City and paid in accordance with Section 2.5 of this Agreement.

2.5 The State shall invoice the City monthly with detailed supporting documentation. In recognition that the State does not have the legal authority to pay for Category 1 Utility Work, the City agrees to make payment to the State within thirty (30) calendar days of receipt of the State's invoice. No payments made by the City shall constitute agreement as to the appropriateness of any item, and the Parties agree that at the time of final invoice, all required adjustments will be made and reflected in a final payment or State remittance as provided in Section 2.2.

2.6 Should the City fail to provide the State with payment to any invoice within ninety (90) calendar days after receipt of said invoice, the State may withhold and expend any monies to which the City is entitled to receive from the Motor Vehicle Fund until full payment is made for the Category 1 Utility Work. If payment is not received by the State within one hundred twenty (120) calendar days, the State may also charge and expend interest at 1% per month applied to any amount owed beyond the ninety (90) calendar day period until all monies owed and interest charges are recovered.

3. Cost Liability and Payment for Category 2 Utilities.

3.1 The State shall be responsible for all actual, direct, related, and indirect costs associated with Category 2 Utility Work, including design costs and construction costs. All costs for the Category 2 Utility Work, including, design and construction work shall be included in the State's design-build construction contract and paid by the State.

4. Changes in Scope of Work.

4.1 If the State's Design-Builder determines that a required change in the Scope of Work as contained in Exhibit A or the City-approved plans and specifications is required, written approval shall be secured from the City and the State prior to modifying the Utility Work. For Category 1 Utilities, a written request from the Design-Builder, passed through the State to the City, shall provide documentation for the change and shall include the description of work, justification for the change, and associated cost changes triggered by the requested change to the Utility Work. The City shall respond within twelve (12) calendar days to the State, approving, disapproving, or modifying the Design-Builder's change request. If the City does not approve the requested Utility Work change, the Parties agree to work together in good faith and with the Design-Builder to resolve all issues in a timely manner. The City shall be responsible for all costs, if any, associated with the Design-Builder's cost determination for Category 1 Utility Work changes if approved.

4.2 The City may request elective changes to Category 1 and/or Category 2 Utility Work as described in the Scope of Work as contained in Exhibit A or to the City-approved plans and specifications. The State shall request its Design-Builder to determine whether it can accommodate such elective changes under the Project permits, state and/or federal law, applicable rules and/or regulations, and/or state design policies and the elective changes do not unreasonably delay critically scheduled Project control activities or negatively affect the Project, and if so, what the costs would be, including all projected Project costs that would be triggered by the requested elective changes. The City shall respond in writing within twelve (12) calendar days accepting or rejecting the elective changes and associated costs. The City shall be responsible for all costs associated with the Design-Builder's review and cost projections of the City's requested elective changes.

5. Dispute Resolution.

5.1 In the event that a dispute arises under this Agreement, the Parties shall work in good faith and collaboratively to resolve disputes promptly and at the lowest organizational level.

5.2 The City's Project Coordinator and the State's SR 520 Project Engineer shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible. If the issue cannot be resolved at this level, the State's SR 520 Engineering Manager and the City's Deputy Transportation Director shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.

5.3 In the event a dispute cannot be resolved between the Parties, the dispute shall be resolved in the following manner: Each Party shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with the two Parties. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with this process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third dispute board member; however, each Party shall be responsible for its own costs and fees.

6. Betterments.

6.1 For purposes of this Agreement, a Betterment is any upgrade to a Utility that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the City, including any increase in Utility capacity, capability, level of service, efficiency, duration, or function of the relocated or replaced or new Utility over that which was provided by the existing Utility.

6.2 The City shall be responsible for the additional costs associated with design or construction of any Betterment(s). If the City requests or determines a Betterment is necessary in relation to the Utilities covered by this Agreement, said Betterment shall be requested as a Scope of Work change pursuant to Section 4.

7. Compliance.

7.1 The City shall comply with all applicable requirements of the Washington State Utilities Accommodation Policy and any amendments thereto, which by this reference are hereby incorporated in and made a part of this Agreement.

7.2 The State shall comply with all applicable federal, state, and local regulations, including but not limited to all regulations governing public works projects.

8. Limited Right of Entry, and Utility Ownership, Operation and Maintenance.

8.1 The City hereby grants to the State, including the State's employees, Design-Builder and its employees, consultants and subcontractors, a limited right of entry upon all land in which the City has interest that is necessary for performing the Utility Work and any work associated with construction of the Project; provided this section does not negate the State's responsibility to obtain whatever necessary city permits or approvals are required to perform such work.

8.2 The State through its Design-Builder shall provide accommodations for City personnel and equipment access to critical facilities such as the Fairweather pump station and PRV vault facilities 24 hours a day, seven days a week.

8.3 The limited right of entry as identified in Section 8.1 shall expire upon the completion of the Utility Work warranty term as provided in Section 1.9.

8.4 Upon completion of the Utility Work, all future ownership, operation and maintenance of the City's Utilities shall be at the sole cost of the City and without expense to the State.

9. Permit, Franchise, or Amendments Thereto.

9.1 Following City acceptance of the Utility Work pursuant to Section 1.8, the State shall amend or issue at no cost to the City the necessary permits, franchises or franchise amendments for those City Utilities located within State right-of-way. The City shall work with the Design-Builder using the process for submittal, review and approval of permits, franchises or franchise amendments found in Section 2.10.4.3 entitled "New Franchises and Permits" of the Project Request for Proposal; a copy of which is attached to Exhibit A as Attachment 1 and by this reference fully incorporated herein.

10. Termination.

10.1 Neither the State nor the City may terminate this Agreement without the concurrence of the other Party. Termination, if mutually agreed upon, shall be in writing and signed by both Parties. If the Agreement is terminated prior to the fulfillment of all of its terms, each Party agrees to perform its obligations under the Agreement up to the date of termination, and neither Party waives any of its rights or remedies under the Agreement for terms that survive the termination of this Agreement.

11. Indemnification.

11.1 To the maximum extent authorized by law, the City and State shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's own negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the City and (b) the State, their employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City or State, their employees and/or officers; and provided further, that nothing herein shall require the City or State to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement.

11.2 The State and the City agree that their obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Parties, by mutual negotiation, hereby waive, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

12. Amendments.

12.1 This Agreement may be amended by the mutual consent of the Parties; provided no amendment(s) or modification(s) shall be binding unless put in writing and signed by persons authorized to bind each of the Parties.

13. Audit and Records.

13.1 After execution of this Agreement and for a period of not less than three (3) years from the date of final payment by the City for its share of the Utility Work, 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 will 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 (3) retention period.

13.2 Each Party shall have full access to and right to examine said records of the other Party during normal business hours and as often as it deems necessary, and each Party shall pay for all costs of copies requested from the other Party.

14. Headings.

Section titles or other headings contained in this Agreement are for convenience only and shall not be part of this Agreement, nor be considered in its interpretation.

15. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument.

16. No Third Party Beneficiaries.

This Agreement is entered into solely for the mutual benefit of the Parties. This Agreement is not entered into with the intent that it shall benefit any other person or entity and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Agreement.

17. No Waiver.

Neither payment nor performance by a Party shall be construed as a waiver of the other Party's rights or remedies against the Party. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

18. Entire Agreement.

This Agreement shall constitute all terms, conditions, and provisions herein and agreed upon by the Parties hereto. No modification or amendment of this Agreement shall be valid or effective unless evidenced in writing and signed by both Parties as required by Section 12.

19. Interpretation.

This Agreement is and shall be deemed jointly drafted and written by each of the Parties to it, and it shall not be construed or interpreted against any of the Parties originating or preparing it.

20. Severability.

If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

21. Material Representations.

All promises, representations, statements, or warranties in this Agreement shall be deemed material and shall be deemed to have been relied upon by the Parties and shall survive the execution of this Agreement.

22. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in King County, Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.

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

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CITY OF BELLEVUE

By: Julie Meredith

By: Dennis Vidmar

Print: Julie Meredith, P.E.

Print: Dennis Vidmar, ~~MD~~

Title: SR 520 Program Director

Title: Utilites Department Director

Date: 10/22/10

Date: 10/18/10

APPROVED AS TO FORM

APPROVED AS TO FORM

Date: 9-22-10

Date: 10/15/10

By: Annie E. Salay
Annie E. Salay
Assistant Attorney General

By: Lacey L. Madche
Lacey L. Madche
Assistant City Attorney

UT 01490

UTILITY CONSTRUCTION AGREEMENT

SR 520: Medina to SR 202, Eastside Transit and HOV

WORK BY STATE

**Exhibit A
SPECIAL PROVISIONS**

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 City -owned Category 1 and Category2 Utilities that are in conflict with the Project. The existence of an actual conflict shall depend on the final design provided by the State's Design-Builder.

The State shall produce preliminary plans, specifications and cost estimates for the design-build Project. The State shall require its Design-Builder to finalize the Project design and the Utility Work protection, modification or relocation designs required to construct the Project. The State shall require its Design-Builder to design the Utility Work to meet or exceed the City's design and construction requirements, as well as the State's requirements for the construction of SR 520.

1. SCOPE OF WORK

1.1 The State, through its Design-Builder, shall design and construct Utility Work necessary to protect, modify or relocate City-owned Category 1 and Category 2 Utilities that are in conflict with the Project.

2. SPECIFICATIONS

2.1 The State shall require its Design-Builder to protect, modify, or relocate the City Utilities to be designed and constructed according to the specifications included in the Project Request for Proposal (RFP) and amendments thereto, including the Bellevue City Code and current City of Bellevue Engineering Standards for Utility Work within State property as generally shown in Exhibit C.

3. WORK BY THE CITY

3.1 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: (a) "approved," (b) "approved with comments," or (c) "not approved, Design-Builder to revise and resubmit." The aforementioned submittal review process shall apply to any re-submittals resulting from a prior review.

3.2 The City shall 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.

4. WORK BY THE STATE

4.1 The State shall require its Design-Builder to prepare plans and specifications, as well as construct any protections, modifications or relocations of City Utilities in conflict with the Project.

4.2 The State shall require its Design-Builder to perform all inspection, sampling and testing of the Utility Work in accordance with the Design-Builder's approved Quality Management Plan developed by the Design-Builder and approved by the State.

4.3 The State shall attend meetings between the Design-Builder and the City.

4.4 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 twenty (20) Category 1 Utilities as possibly being in conflict with the Project. The Utility Work related to these twenty (20) Category 1 Utilities will be included in the RFP for the Project.

WSDOT Conflict ID	Location	Existing Utility	Proposed Utility
Water Items:			
1) W-1	Evergreen Point Rd	6" AC main xing on bridge	8" DI pipe (xing on lid)
2) W-9	84 th	8" CI main xing on bridge	8" DI pipe (xing on lid)
3) W-18	92 nd	12" DI main xing on bridge	12" DI pipe (xing on lid)
4) W-25	Old Lk WA Blvd	6" AC main (abandoned)	none (remove existing)
5) W-48	Bellevue Way	6" AC main (abandoned)	none (remove existing)
6) W-57	108 th	12" DI main in 108 th	12" DI pipe (lowered)
7) W-57	108 th	12" DI main in 108 th	12" DI pipe (in casing under proposed culverts)
8) Mult.	Various	Hydrant	Relocate (replace) hydrant
9) Mult.	Various	Valve	Adjust valve box to grade
10) Mult.	Various	Service	Relocate (replace) service
Sanitary Sewer Items:			
1) S-4	80 th /82 nd N&S side	12" Conc gravity xing	12" PVC** pipe (in casing under proposed walls)
2) S-5	80 th /82 nd N&S side	8" CI forcemain xing	8" PVC** pipe (in casing under proposed walls)
3) S-6	80 th to 84 th S side	8" HDPE siphon line	8" HDPE pipe+ (relocated)
4) S-7	84 th	10" AC forcemain xing	10" PVC** pipe (xing on lid)
5) S-13	84 th /92 nd N&S side	8" PVC gravity xing	8" PVC** pipe (in casing under proposed walls)
6) S-19	NE Points Dr	12" Conc gravity xing	12" PVC** pipe (in casing under proposed walls, N&S of 520)
7) S-23	108 th	12" VC gravity line	10" & 12" PVC pipe, ASTM D- 3034, SDR 35, (bypass proposed fish-passable culverts)
8) S-24	112 th S of 520	10" VC gravity line	10" PVC** pipe (over proposed fish-passable culvert)
9) Mult.	Various	Sewer Manhole	Adjust cover to grade
10) Mult.	Various	Sewer Manhole	Adjust cover/cone/barrel section to grade

Notes:

** PVC pipe as indicated shall be AWWA C-900 PVC, DR 18 unless indicated otherwise.

+ HDPE pipe shall match DR of existing HDPE siphon line (to be confirmed during design/build process).

4.5 The City is responsible to pay for all work associated with the above referenced Category 1 Utilities at the price contained in Exhibit B, as may be adjusted from time to time pursuant to the design-build contract and Agreement Section 2. 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 will adjust this Scope of Work and Agreement Section 2. It is acknowledged by the Parties that there may be additional Category 1 Utilities to 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 will be addressed pursuant to the terms of the 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 in accordance with Agreement Section 2.

4.6 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 two (2) Category 2 Utilities in the vicinity of the Project which may be in conflict with the Project.

WSDOT Conflict ID	Location	Existing Utility	Proposed Utility
Water Items:			
2) W-7	80 th /82 nd N side	6" AC main parallel to 520	8" DI pipe (relocated)
Storm Sewer Items:			
1) S-75	108 th Ave NE	48" CMP Storm Detention Pipe	Realigned, resized Storm detention*

*To be determined by the State's Design-Builder during preparation of final plans and hydraulics report.

4.7 It is acknowledged by the Parties that there may be additional Category 2 Utilities to those Category 2 Utilities identified above that may require protection, modification or relocation in order to accommodate the Project. As the Project progresses, should additional 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 the Scope of Work.

4.8 Franchises and Permits: See Attachment 1 to Exhibit A.

1 **2.10.4.3 NEW FRANCHISES AND PERMITS**

2 A franchise or permit is required for any Utility Work within the Project's Right-of-Way
3 in which the Utility Owner has not established a property right. The Design-Builder
4 shall ensure that the Utility Owner submits an application for a new or amended
5 franchise or permit to WSDOT as far in advance of construction as possible, but in any
6 event not later than 30 Calendar Days prior to the date scheduled for construction. The
7 application and Relocation Agreement shall be revised as necessary to obtain WSDOT
8 approval of the franchise or permit. Any such revision of the Relocation Agreement shall
9 be subject to the review, comment and approval process described in Section 2.10.4.2.2.

10 The Design-Builder shall ensure that a new or amended permit or franchise has been
11 issued by WSDOT prior to beginning construction of any Relocation except where not
12 required pursuant to applicable Governmental Rules. A new or amended permit or
13 franchise is required for the deactivation, abandonment or removal of an existing Utility
14 from within WSDOT Right-of-Way. Existing franchises and permits for Utilities are
15 listed in the Conflict Matrix in Appendix U3.

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UT01490
Exhibit A,
Attachment 1
9/22/2010
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UT 01490
UTILITY CONSTRUCTION AGREEMENT
 SR 520: Medina to SR 202, Eastside Transit and HOV/WORK BY STATE
Exhibit B Costs

Water Items	Estimated Quantity	Unit Cost	Total Cost
a. 8-Inch DI (Ductile Iron) Water Main Pipe, Class 52	950 LF	\$113/LF	\$ 107,350.00
b. 12-Inch DI Water Main Pipe, Class 52	1,150 LF	\$138/LF	\$ 158,700.00
c. 12-Inch DI Water Main Pipe, Class 52 with Steel Casing	380 LF	\$263/LF	\$ 99,940.00
d. Remove Existing 6-Inch AC Water Main Pipe	1,700 LF	\$25/LF	\$ 42,500.00
e. Replace Existing Hydrant Assembly*	8 EA	\$2,500 EA	\$ 20,000.00
f. Adjust Existing Water Valve Box to Grade*	10 EA	\$250 EA	\$ 2,500.00
g. Replace Existing 1-Inch Copper Water Service*	10 EA	\$1,500 EA	\$ 15,000.00
h. Surface Restoration	100 SY	\$75 SY	<u>\$ 7,500.00</u>
	Total Water Items		\$ 453,490.00

Sanitary Sewer Items	Estimated Quantity	Unit Cost	Total Cost
a. 8-Inch PVC** Sewer Main Pipe with Steel Casing	100 LF	\$313/LF	\$ 31,300.00
b. 8-Inch HDPE+ Sewer Siphon Pipe	300 LF	\$188/LF	\$ 56,400.00
c. 10-Inch PVC** Sewer Main Pipe	460 LF	\$225/LF	\$ 103,500.00
d. 10-Inch PVC** Sewer Main Pipe with Steel Casing	340 LF	\$331/LF	\$ 112,540.00
e. 12-Inch PVC, ASTM D-3034, SDR 35, Sewer Main Pipe	1,310 LF	\$225/LF	\$ 294,750.00
f. 12-Inch PVC** Sewer Main Pipe with Steel Casing	100 LF	\$350/LF	\$ 35,000.00
g. Adjust Ex. Sewer Manhole to Grade (Cover Only)	15 EA	\$1,000 EA	\$ 15,000.00
h. Adjust Ex. Sewer Manhole to Grade (Cover/Cone/Barrel Section)	15 EA	\$3,000 EA	\$ 45,000.00
i. Surface Restoration	100 SY	\$75/SY	<u>\$ 7,500.00</u>
	Total Sewer Items		\$ 700,990.00
	Total Water & Sewer Items		\$ 1,154,480

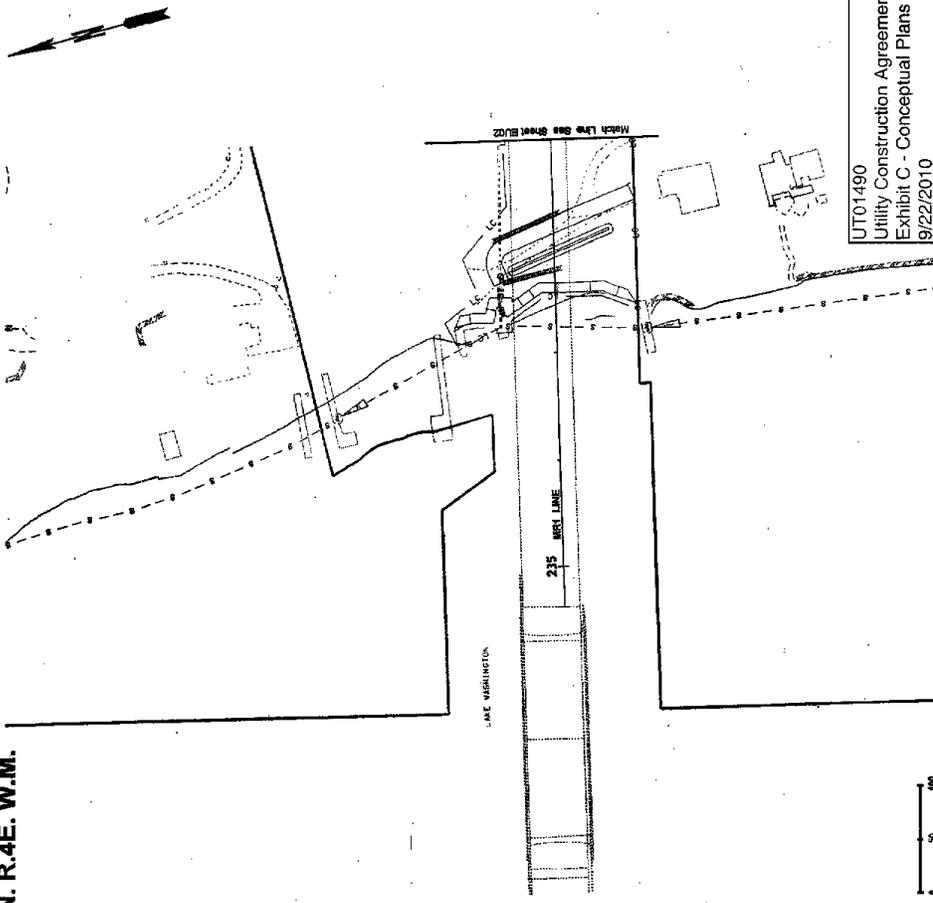
- Notes:
- * Quantity/cost shown pertains only to those items that are Category 1 Utilities. Similar work may be needed for unidentified Category 2 Utilities. Adjustments to the quantity of Category 1 Utility Work shown shall be in accordance with Section 4.5 of Exhibit A of this Agreement.
 - ** PVC pipe shall be AWWA C-900 PVC, unless otherwise indicated.
 - + HDPE pipe shall match DR of existing HDPE siphon line (to be confirmed during design/build process).

- (1) All work shall be completed in accordance with the City-approved plans and specifications per Section 1.3 of the Agreement.
- (2) Unit costs shown include sales tax, design and construction inspection costs.
- (3) Unit costs for all LF pipe items above include complete installation including fittings, valves (for water main pipes), manholes (for sewer mains where necessary) and other appurtenances, connection to existing system, re-channeling existing manholes, trench excavation, backfill and compaction, testing, imported material, non-pavement surface restoration, temporary erosion and sedimentation control, traffic control, handling, removal and disposal of existing asbestos cement (AC) pipe where necessary, and mobilization. Costs do not include pavement patching or pavement overlay.
- (4) Unit cost for Replace Existing Hydrant Assembly includes complete installation including fittings, connection to main, hydrant run of pipe from main to hydrant, valve at main, trench excavation, imported backfill material, thrust blocking, compaction, testing, non-pavement surface restoration, temporary erosion and sedimentation control, traffic control, handling, removal and disposal of existing asbestos cement (AC) pipe where necessary, and mobilization. Costs do not include pavement patching or pavement overlay.
- (5) Unit cost for Replace Existing 1-Inch Copper Water Service includes complete installation assuming a standard size copper service line including fittings, meter box and setter, and other appurtenances, connection to existing system, trench excavation, backfill and compaction, testing, imported material, non-pavement surface restoration, temporary erosion and sedimentation control, traffic control, handling, removal and disposal of existing asbestos cement (AC) pipe where necessary, and mobilization. Costs do not include pavement patching or pavement overlay. City will furnish meter.
- (6) Unit cost for Surface Restoration includes complete installation of asphalt concrete pavement patching, asphalt concrete pavement overlay, and cement concrete pavement replacement including curb, gutter and sidewalk, all to be limited to outside of WSDOT's Project surface restoration areas.

SEC. 24 T.25N. R.4E. W.M.

LEGEND - EXISTING UTILITIES_SEWER - WATER

- ⊕ SANITARY SEWER CLEANOUT
- ⊕ SANITARY SEWER MANHOLE
- ⊕ SANITARY SEWER PLUG
- DIRECTION OF SEWER FLOW
- SANITARY SEWER LINE
- SANITARY SEWER FORCE MAIN
- ⊕ FIRE HYDRANT
- ⊕ WATER METER BOX
- ⊕ WATER VALVE BOX
- ⊕ WATER TANK
- ⊕ WATER COUPLING
- ⊕ IRRIGATION BOX
- ⊕ UNDERGROUND WATER VAULT
- ⊕ WATER PLUG
- WATER LINE
- ⊕ UTILITY MATRIX IDENTIFIER
- CORPORATE LIMIT LINE
- PROPOSED RIGHT OF WAY
- PROPOSED NOISE WALL
- PROPOSED RETAINING WALL
- LIMITS OF CONSTRUCTION
- STORM DRAIN
- DRAIN PIPE



UT01490
Utility Construction Agreement
Exhibit C - Conceptual Plans
9/22/2010
Sheet 1 of 14

0 50 100
SCALE IN FEET

GENERAL NOTES

1. POT HOLE SPALL LOCATIONS SHOWN ON PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD LOCATE POT HOLE LOCATIONS TO FURTHER THE DESIGN.
2. THE ACCURACY OF THE EXISTING UTILITY LINES ARE OF UNKNOWN LEVEL OF ACCURACY. THE CONTRACTOR SHALL OBTAIN THE EXISTING RECORD DRAWINGS AND CONDUCT UTILITY FEATURES AND BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY 'LEVEL D' INFORMATION.

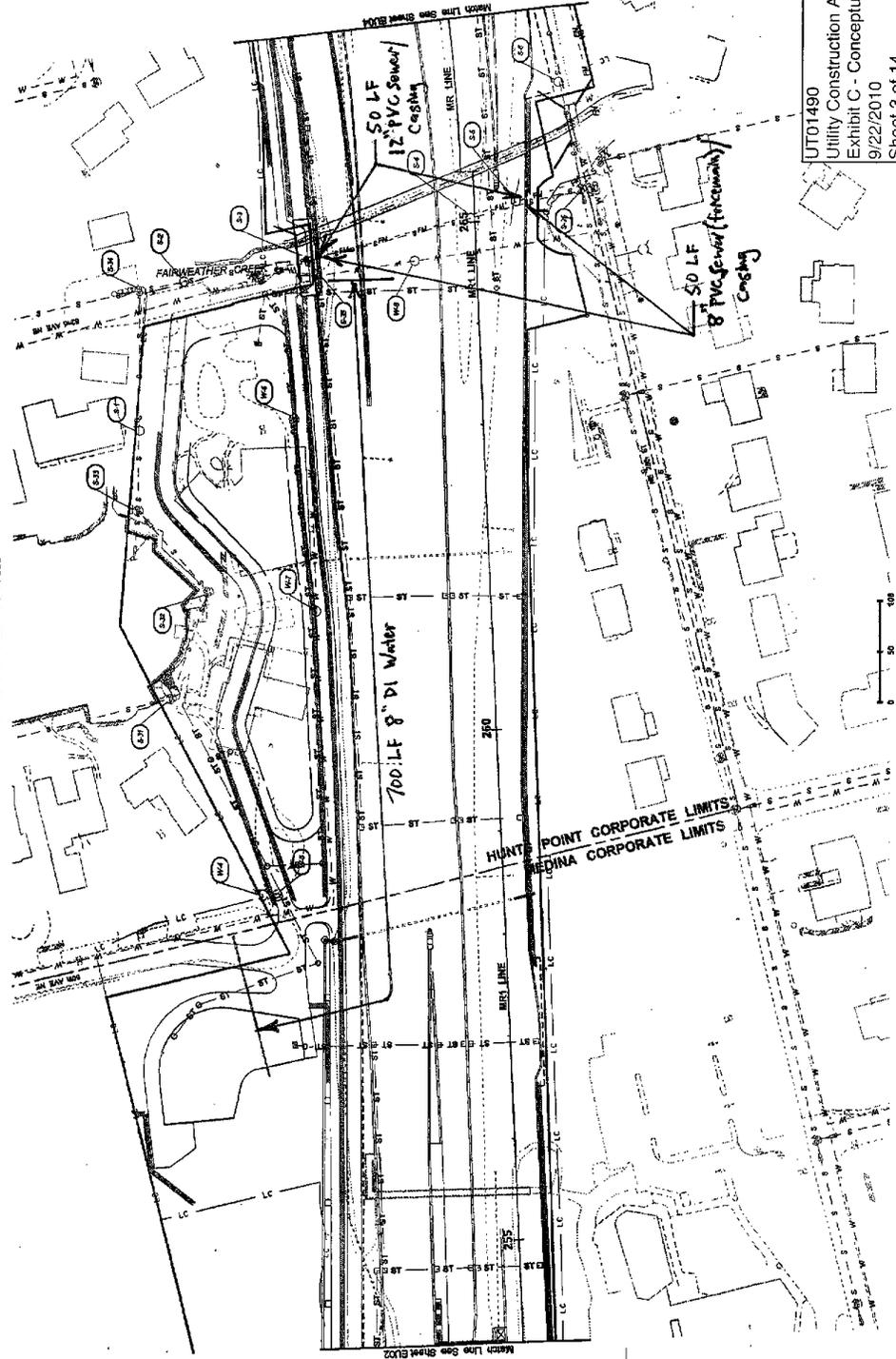
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TIME	7:38:27 AM	MEDINA TO SR 202 VICINITY	SHEET
DATE	9/22/2010	EASTSIDE TRANSIT AND HOV	OF
DESIGNED BY	A. WILLIAMS	EXISTING UTILITIES_SEWER_WATER PLAN	SHEETS
CHECKED BY	G. MACDONALD		
PROJ. ENGR.	D. EDWARDS		
REGIONAL ADM.	C. STONE		

PRELIMINARY
NOT FOR CONSTRUCTION



SR 520
MEDINA TO SR 202 VICINITY
EASTSIDE TRANSIT AND HOV
EXISTING UTILITIES_SEWER_WATER PLAN

SEC. 24 T.25N. R.4E. W.M.



UT01490
 Utility Construction Agreement
 Exhibit C - Conceptual Plans
 9/22/2010
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SEE SHEET E001 FOR EXISTING UTILITIES, SEWER, WATER LEGEND

FILE NAME	7/31/10 AM	DATE	10/10/10
TITLE	SR 520	STATE	WASH
DRAWN BY	A. WILLIAMS	JOB NUMBER	
DESIGNED BY	M. WYLER	COMPANY NO.	
CHECKED BY	C. MACDONALD	LOCATION NO.	
PROJ. ENGR.	D. EDWARDS	DATE	
REGIONAL ADM.	C. STONE	BY	

FED-AID PROJ. NO.

PRELIMINARY
 NOT FOR CONSTRUCTION

Washington State
 Department of Transportation

SR 520
 MEDINA TO SR 202 VICINITY
 EASTSIDE TRANSIT AND HOV

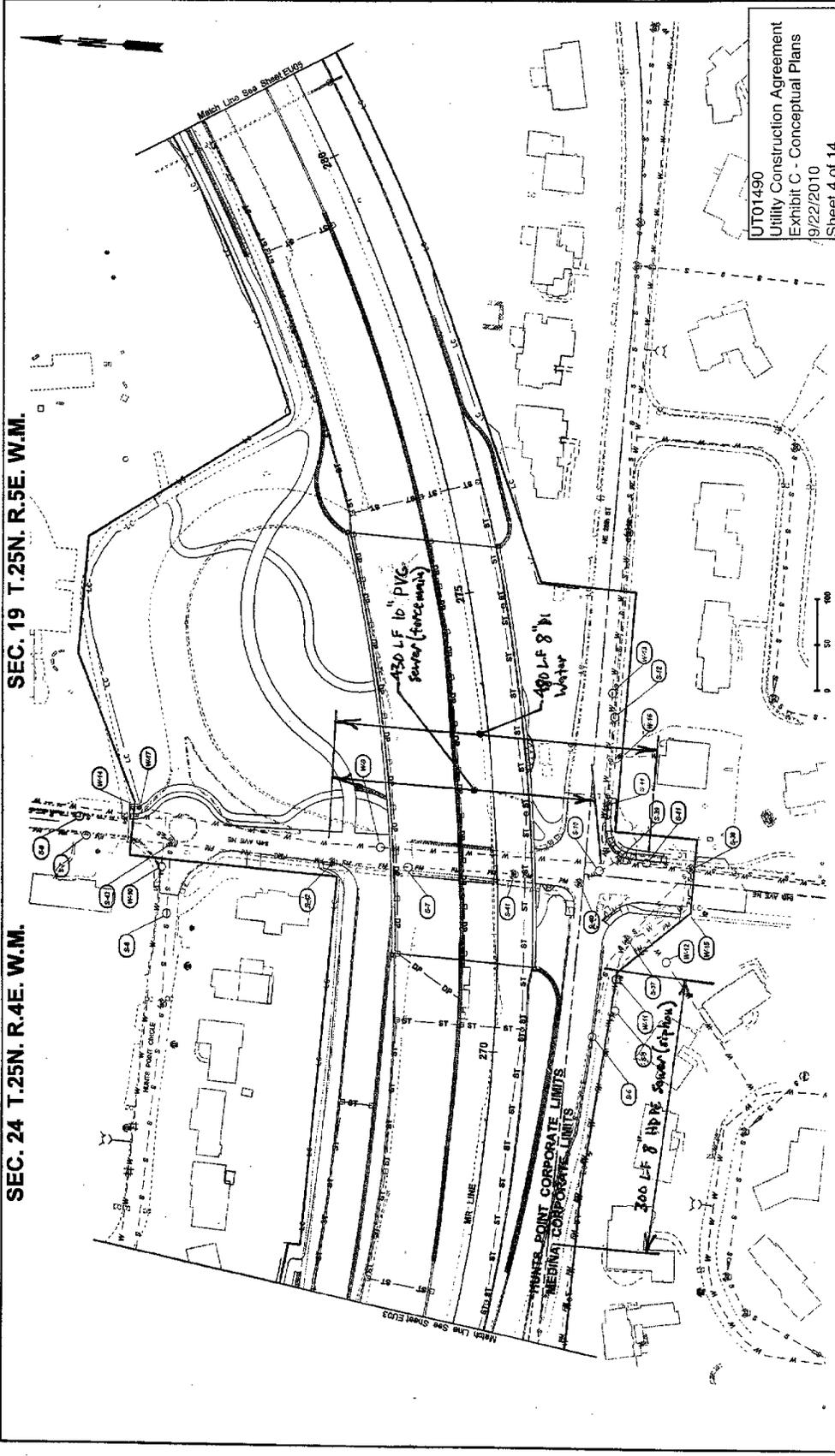
EXISTING UTILITIES, SEWER, WATER PLAN

EU03

SCALE IN FEET
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SEC. 19 T.25N. R.5E. W.M.

SEC. 24 T.25N. R.4E. W.M.

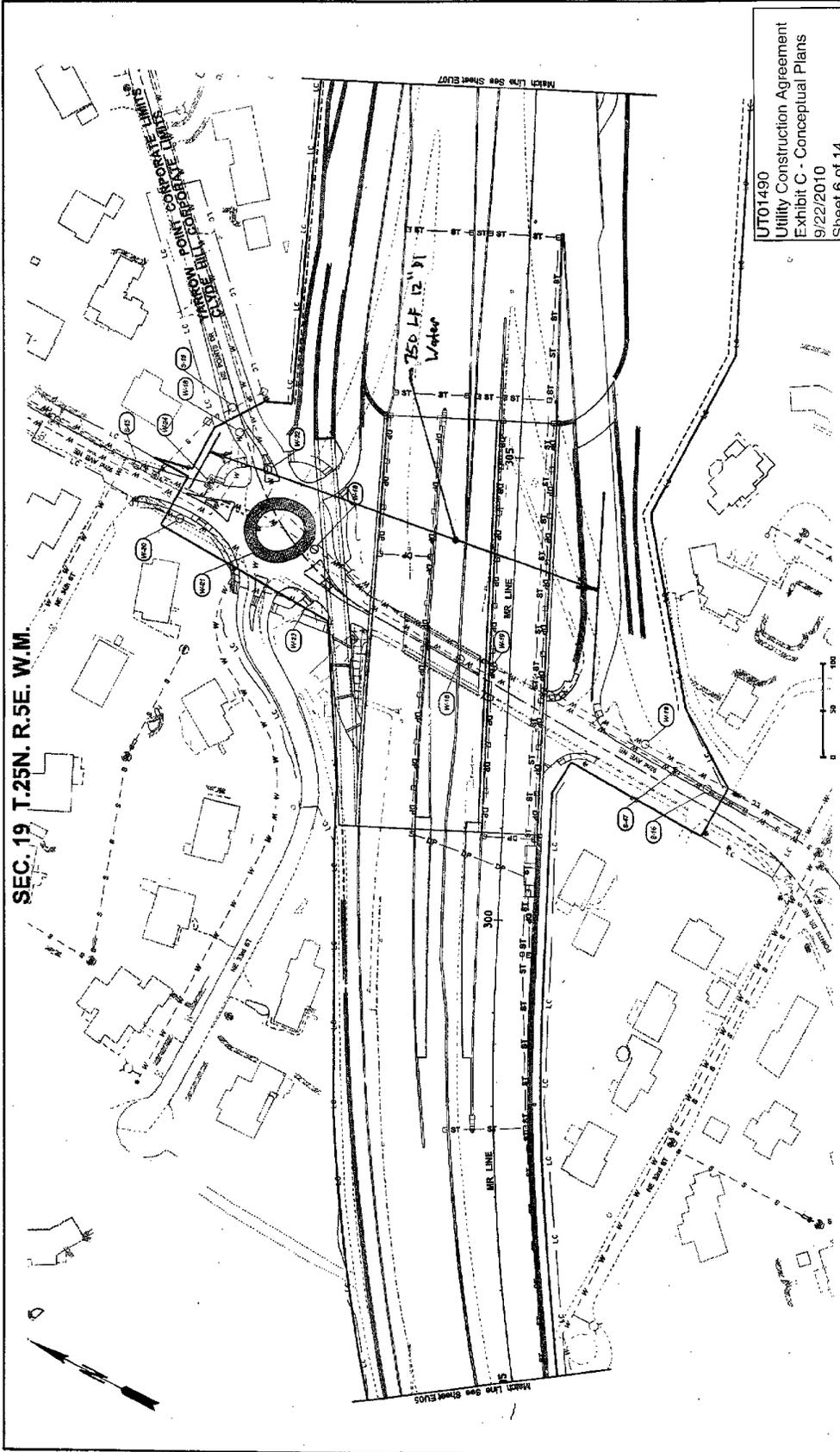


UT01490
 Utility Construction Agreement
 Exhibit C - Conceptual Plans
 9/22/2010
 Sheet 4 of 14

FILE NAME: <u>SR 520</u> DATE: <u>6/14/2010</u>		FEDERAL PROJ. NO.: COUNTY: <u>WASH</u> JOB NUMBER: CONTRACT NO.:	
DESIGNED BY: <u>A. WILLIAMS</u> ENTERED BY: <u>M. VITALE</u> CHECKED BY: <u>G. MACDONALD</u> PROJ. ENGR: <u>D. EDWARDS</u> GEOTECH. ENGR: <u>C. STONE</u>	REDUCED:	DATE:	BY:
PRELIMINARY NOT FOR CONSTRUCTION		WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	
SR 520 MEDINA TO SR 202 VICINITY EASTSIDE TRANSIT AND HOV		EXISTING UTILITIES SEWER WATER PLAN	

* SEE SHEET E001 FOR EXISTING UTILITIES SEWER WATER LEGEND

SEC. 19 T.25N. R.5E. W.M.



UT01490
 Utility Construction Agreement
 Exhibit C - Conceptual Plans
 9/22/2010
 Sheet 6 of 14

SR 520
 MEDINA TO SR 202 VICINITY
 EASTSIDE TRANSIT AND HOV
 EXISTING UTILITIES SEWER WATER PLAN



PRELIMINARY
 NOT FOR CONSTRUCTION

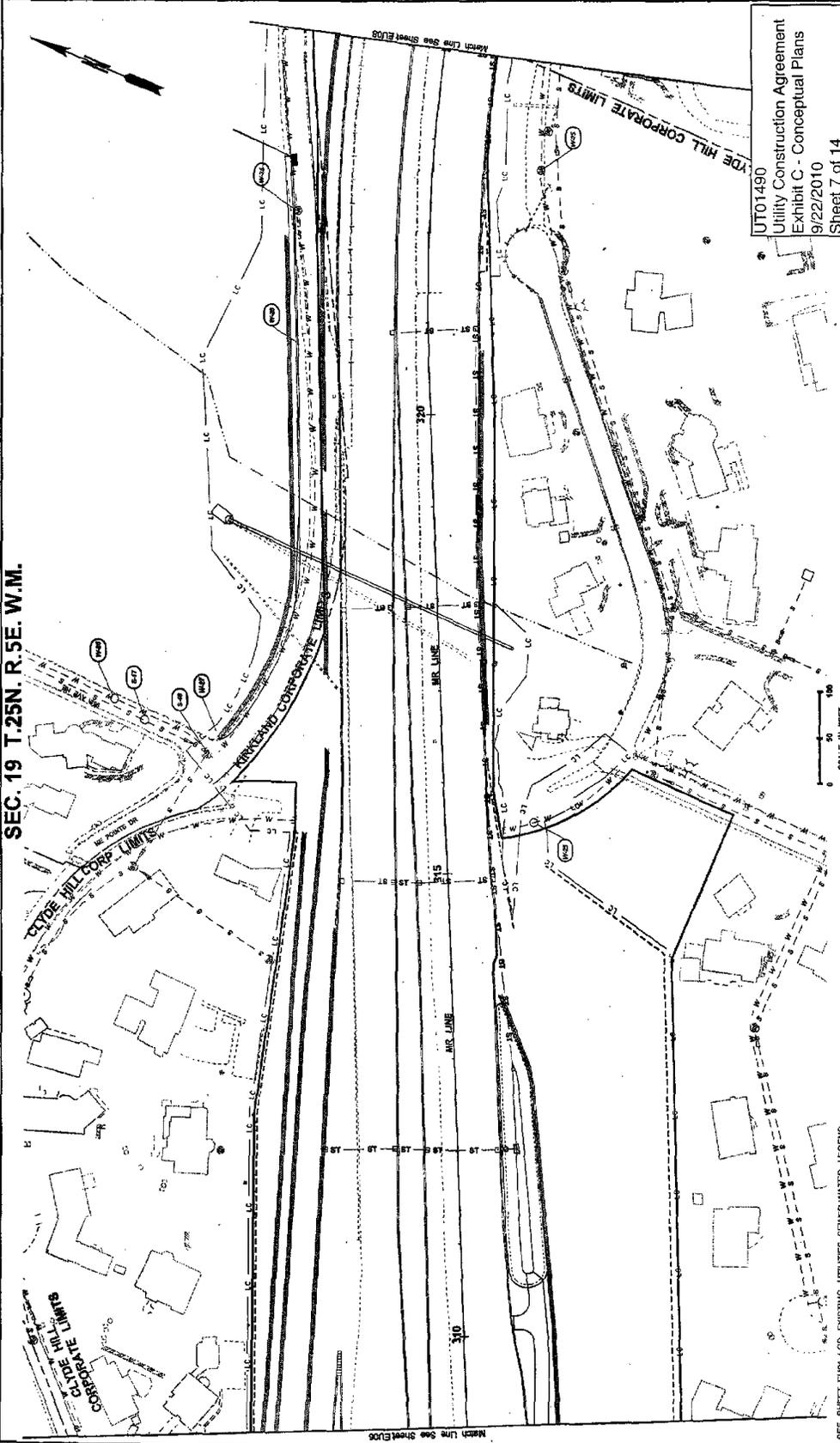
DATE	BY	DATE	BY

NO.	DATE	REVISION
10	WASH	

FILE NAME	
DATE	7/21/07 AM
DRAWN BY	A. WILLIAMS
DESIGNED BY	A. WYPLE
CHECKED BY	G. MAGDONALD
PROJ. ENGR.	D. EDWARDS
REGIONAL ADM.	C. STONE

SEE SHEET E011 FOR EXISTING UTILITIES SEWER-WATER LEGEND

SEC. 19 T.25N. R.5E. W.M.



UT01490
 Utility Construction Agreement
 Exhibit C - Conceptual Plans
 9/22/2010
 Sheet 7 of 14

SR 520
 MEDINA TO SR 202 VICINITY
 EASTSIDE TRANSIT AND HOV
 EXISTING UTILITIES SEWER WATER PLAN



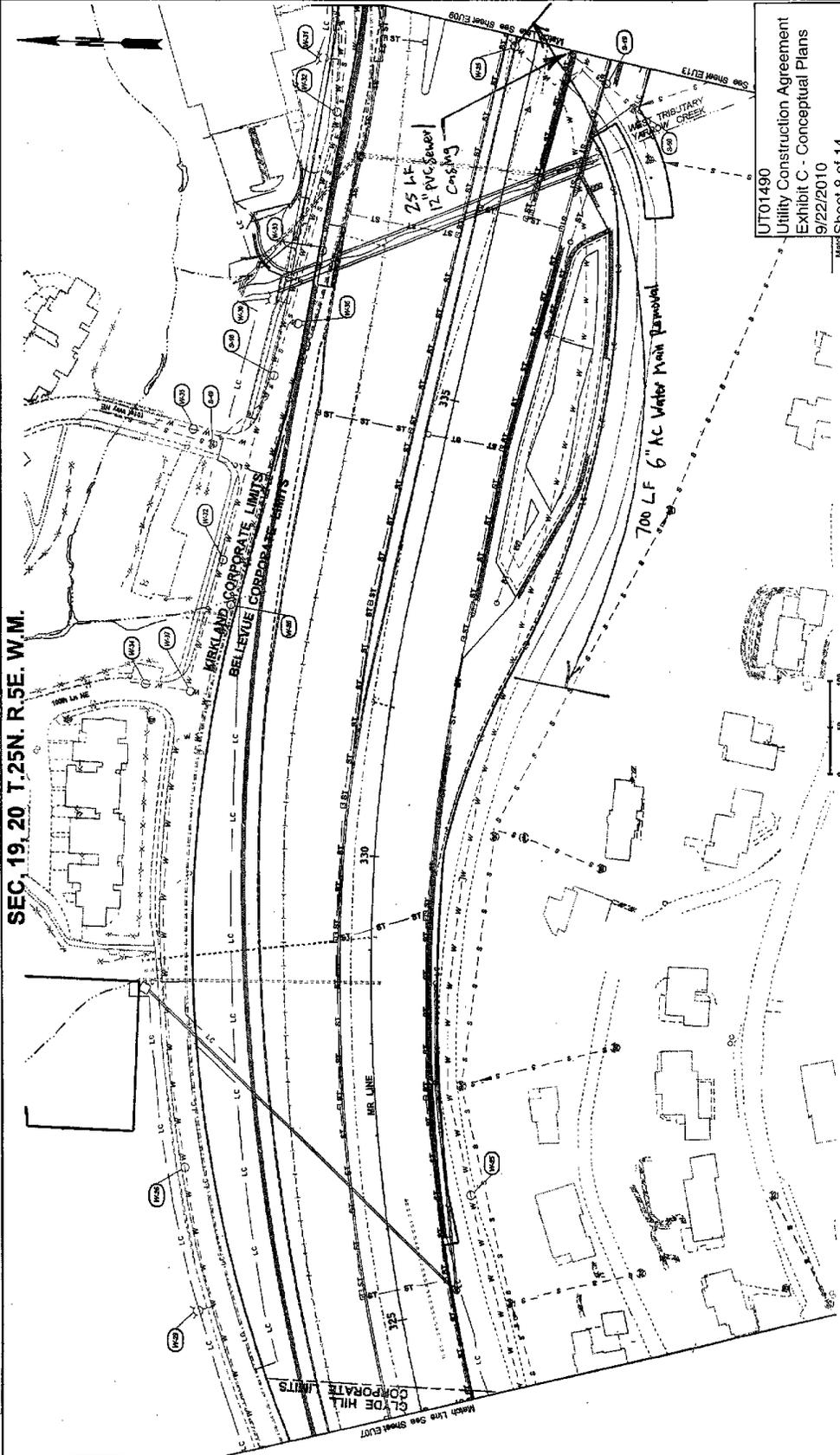
PRELIMINARY
 NOT FOR CONSTRUCTION

NO.	DATE	BY	REVISION
1			

FILE NAME	7/15/10
DATE	7/15/10
DESIGNED BY	A. WILLIAMS
ENGINEERED BY	M. VITALE
CHECKED BY	C. MACDONALD
PROJ. ENGR.	D. EDWARDS
REGIONAL ADM.	C. STONE

* SEE SHEET EUD1 FOR EXISTING UTILITIES SEWER/WATER LEGEND

SEC. 19, 20 T.25N. R.5E. W.M.



UT01490
 Utility Construction Agreement
 Exhibit C - Conceptual Plans
 9/22/2010
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SR 520
 MEDINA TO SR 202 VICINITY
 EASTSIDE TRANSIT AND HOV
 EXISTING UTILITIES SEWER WATER PLAN



PRELIMINARY
 NOT FOR CONSTRUCTION

NO.	DATE	BY
10	10/28/10	MAK

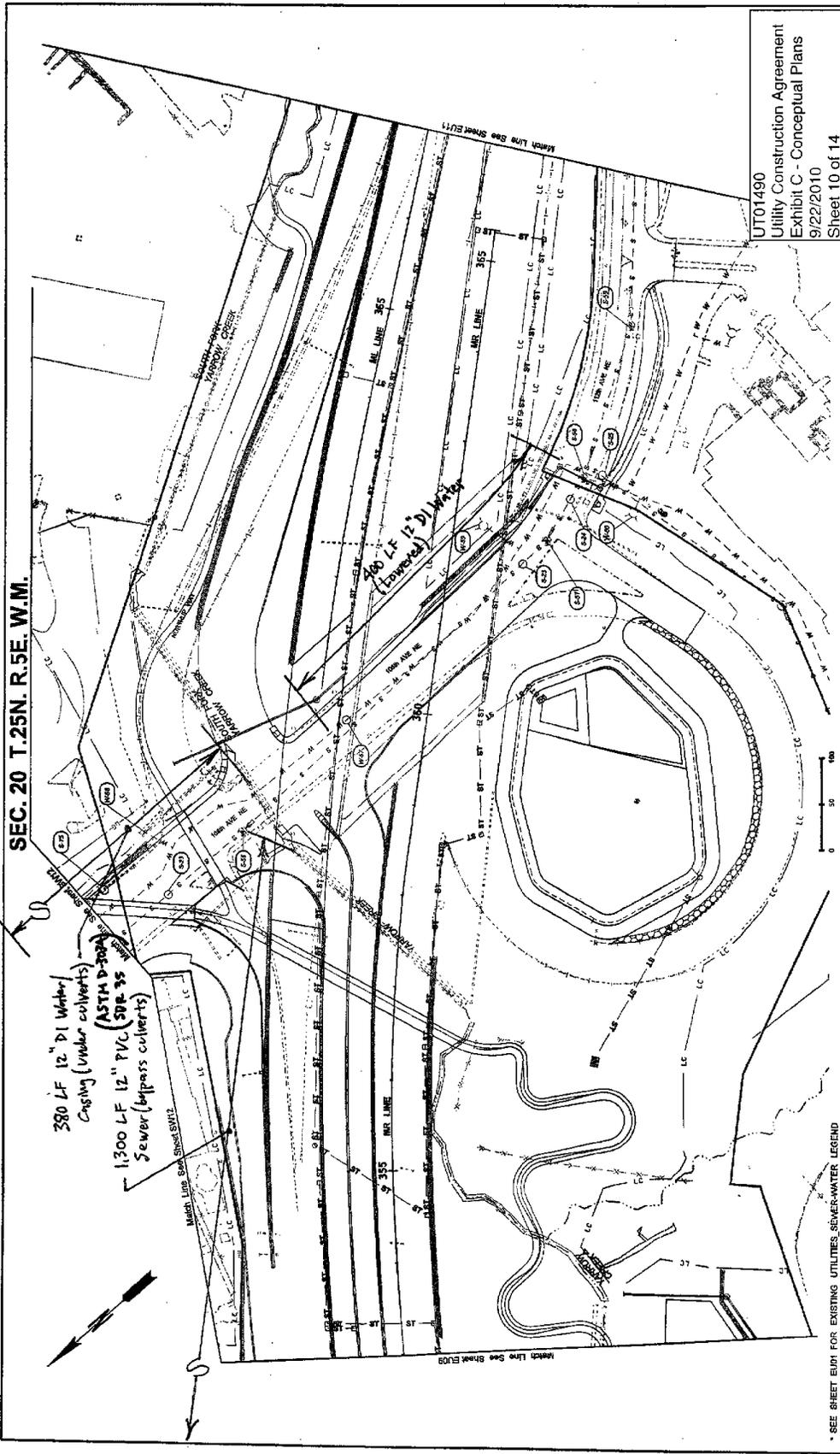
FED-AID PROJ.NO.
 COUNTY NO.
 DISTRICT NO.

REVISION	DATE	BY

* SEE SHEET EUDT FOR EXISTING UTILITIES SEWER-WATER LEGEND

FILE NAME	ENTRY
DATE	2/25/11 AM
PLOTTED BY	RESHMI
DESIGNED BY	MAK
CHECKED BY	G. MAGDONALD
PROJ. ENGR.	D. EDWARDS
REGIONAL ADM.	C. STONE

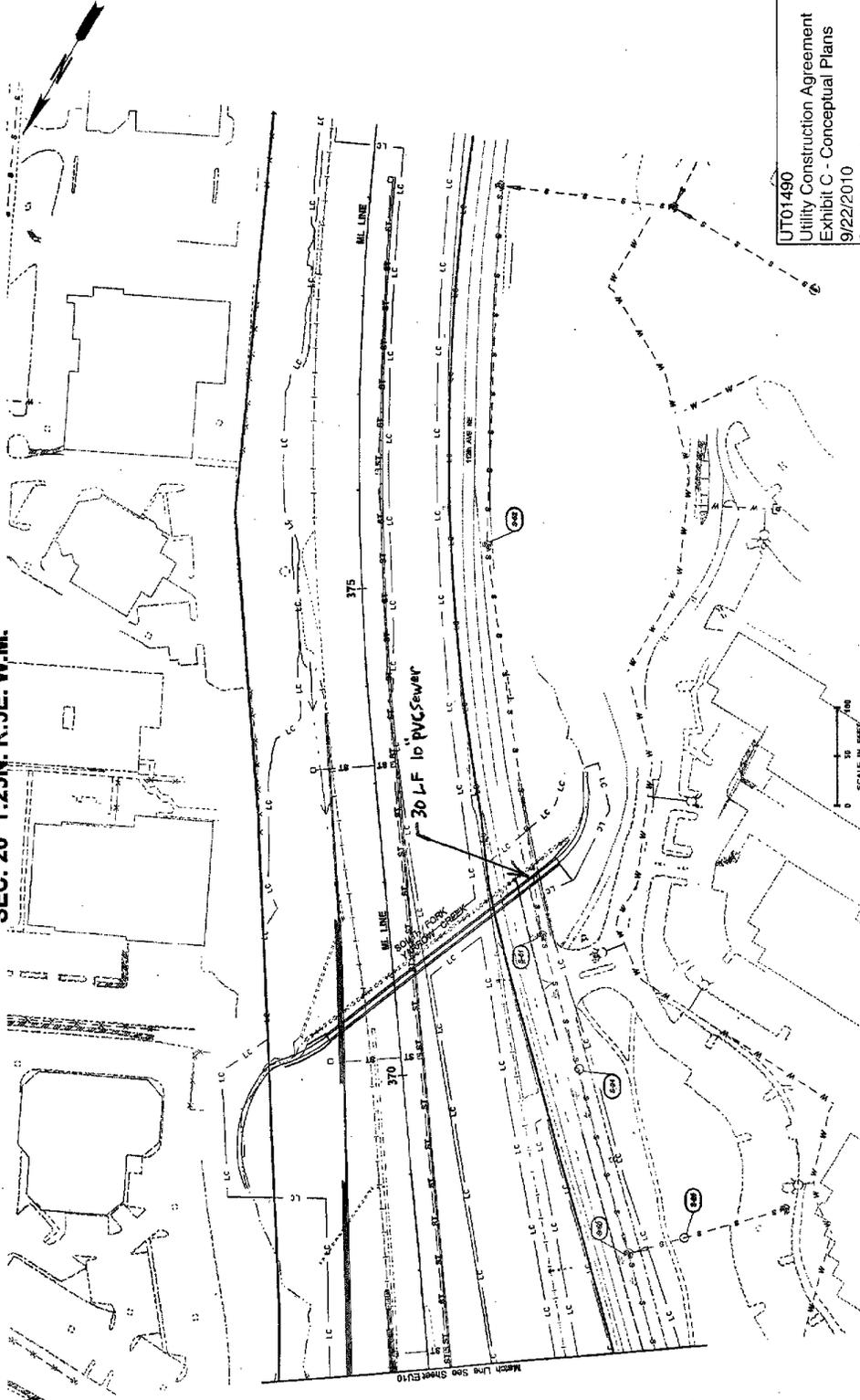
SEC. 20 T.25N. R.5E. W.M.



UT01490
 Utility Construction Agreement
 Exhibit C - Conceptual Plans
 9/22/2010
 Sheet 10 of 14

PRELIMINARY NOT FOR CONSTRUCTION P.L. STAMP DATE: _____ DATE: _____		Washington State Department of Transportation		SR 520 MEDINA TO SR 202 VICINITY EASTSIDE TRANSIT AND HOV EXISTING UTILITIES_SEWER_WATER PLAN		EUI0 SHEET OF SHEETS	
FEDERAL PROJ. NO. _____	COUNTY _____	DISTRICT _____	DATE _____	MILEAGE _____	CONTRACT NO. _____	DATE _____	BY _____
* SEE SHEET EUI1 FOR EXISTING UTILITIES_SEWER-WATER LEGEND							

SEC. 20 T.25N. R.5E. W.M.

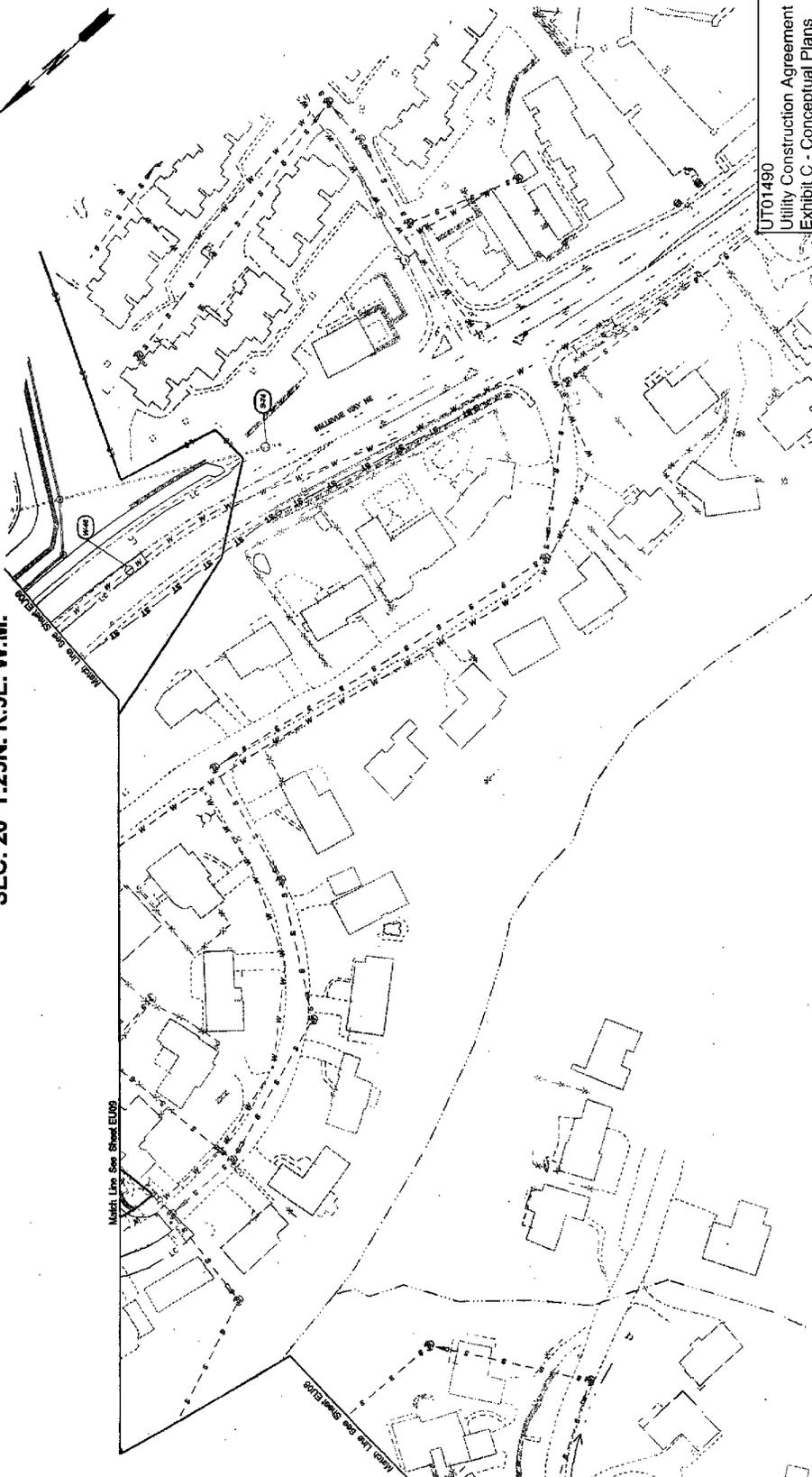


UT01490
 Utility Construction Agreement
 Exhibit C - Conceptual Plans
 9/22/2010
 Sheet 11 of 14

FILE NAME: E:\02 TIME: 7:22:50 AM DATE: 6/14/2010 PLOTTED BY: ARS/MSH DESIGNED BY: A. WILLIAMS ENTERED BY: M. VYKEL CHECKED BY: J. W. WALKER PROJ. ENGR.: S. EDWARDS REGIONAL ADM.: C. STONE		FEDERAL PROJ. NO. REGION: WA STATE TO: WASH JOB NUMBER: CONTRACT NO. LOCATION NO.		PRELIMINARY NOT FOR CONSTRUCTION DATE: 6/14/2010 DATE: 6/14/2010 P.L. STAMP: 002		Washington State Department of Transportation		SR 520 MEDINA TO SR 202 VICINITY EASTSIDE TRANSIT AND HOV EXISTING UTILITIES, SEWER, WATER PLAN		EUT SHEET OF SHEETS	
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* SEE SHEET E101 FOR EXISTING UTILITIES, SEWER-WATER LEGEND

SEC. 20 T.25N. R.5E. W.M.



UT01490
 Utility Construction Agreement
 Exhibit C - Conceptual Plans
 9/22/2010
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PRELIMINARY NOT FOR CONSTRUCTION		WASHINGTON STATE Department of Transportation		SR 520 MEDINA TO SR 202 VICINITY EASTSIDE TRANSIT AND HOV EXISTING UTILITIES, SEWER, WATER PLAN		EUT3 SHEET OF SHEETS	
FEDERAL PROJ. NO.		CONTRACT NO.		DATE		DATE	
DESIGNER		CONTRACTOR		DATE		DATE	
CHECKED BY		DATE		DATE		DATE	
PROJ. ENGR.		REVISION		DATE		DATE	
REGIONAL ADM.		C. STONE		DATE		DATE	

* SEE SHEET EIGHT FOR EXISTING UTILITIES, SEWER, WATER LEGEND

FILE NAME	DATE	BY	REVISION
7/31/13 AM			
DESIGNED BY		A. WILLIAMS	
CHECKED BY		M. VYLET	
PROJ. ENGR.		C. MACDONALD	
REGIONAL ADM.		D. EDWARDS	
		C. STONE	

1 **1-05.16 GENERAL WARRANTIES**

2 **1-05.16(1) GENERAL WARRANTY**

3 The following general Warranty is in addition to any express Warranties provided for elsewhere in
4 the Contract Documents. The Design-Builder shall represent and warrant the following:

- 5 • All design work performed pursuant to the Contract, including work performed by
6 Subcontractors and manufacturers, conforms to all professional engineering principles
7 generally accepted as industry standard in the state of Washington.
- 8 • The Project is free of defects, including design errors, omissions, inconsistencies, and other
9 defects.
- 10 • Materials, plants, and equipment furnished under the Contract are of good quality, and were
11 new when installed, unless otherwise approved by WSDOT.
- 12 • The work meets all of the requirements of the Contract.
- 13 • The specifications and/or drawings selected or prepared for use during construction are
14 appropriate for their intended use.
- 15 • The Project has been constructed so that it can be used for the intended function.

16 **1-05.16(2) GENERAL WARRANTY- TIME OF GENERAL WARRANTY**

17 The general Warranty shall commence on the day of Project Physical Completion. The general
18 Warranty shall remain in effect until 1 year after Project Physical Completion. At any time during
19 the general Warranty period, if WSDOT determines that any of the Work has not met the standards
20 set forth in the Contract, then the Design-Builder shall correct the Work in accordance with this
21 Section, even if the performance of such correction extends beyond the stated general Warranty
22 period.

23 Within 7 Calendar Days of receipt of notice from WSDOT specifying a failure of any work
24 required to satisfy the general Warranty; or specifying a failure of any Subcontractor
25 representation, Warranty, guarantee, or obligation which the Design-Builder is responsible for
26 enforcing, the Design-Builder and WSDOT shall mutually agree when and how the Design-Builder
27 shall remedy such failure. In the case of an emergency requiring immediate curative action, the
28 Design-Builder shall implement such immediate action it deems necessary, and shall notify
29 WSDOT of the urgency of a mutually agreed-upon remedy. The Design-Builder and WSDOT
30 shall agree on a remedy immediately upon notice by or to WSDOT of such emergency. If the
31 Design-Builder does not use its best efforts to proceed to effectuate a remedy within the 7-day
32 period, or if the Design-Builder and WSDOT fail to reach an agreement within the 7-day period (or
33 immediately, in the case of emergency conditions), then WSDOT, upon notice to the Design-
34 Builder, shall have the right to order the Design-Builder to perform the work, or to perform or have
35 performed by others the remedy approved by WSDOT, and the costs shall be paid by the Design-
36 Builder.

37 **1-05.16(3) GENERAL WARRANTY - SUBCONTRACTOR WARRANTIES**

38 Without in any way derogating the Design-Builder's own representations, warranties, and other
39 obligations with respect to the work, the Design-Builder shall obtain from all Subcontractors and

1 cause to be extended to WSDOT, appropriate representations, Warranties, guarantees, and
2 obligations with respect to design, material, plants, workmanship, equipment, tools, and supplies
3 furnished by all Subcontractors. All representations, Warranties, guarantees, and obligations of
4 Subcontractors shall be in writing, and shall run directly to and be enforceable by the Design-
5 Builder and/or WSDOT and their respective successors and assigns.

6 **1-05.16(4) GENERAL WARRANTY – PERFORMANCE RESPONSIBILITY**

7 The Design-Builder retains responsibility for all work performed on the Project, including all work
8 of Subcontractors and all materials and equipment provided by suppliers, vendors, and/or
9 manufacturers. Upon receipt from WSDOT of notice of a failure of any of the work to satisfy a
10 warranty, representation, covenant, guarantee, or obligation provided by any Subcontractor, the
11 Design-Builder shall be responsible for enforcing or performing any such warranty, representation,
12 covenant, guarantee, or obligation, in addition to the Design-Builder's other obligations.
13 WSDOT's rights under this Section shall commence at the time the Warranty, representation,
14 covenant, guarantee, or obligation is furnished to WSDOT, and shall continue until the expiration
15 of the Design-Builder's Warranty, including extensions for repaired or replaced work. Until such
16 expiration, the cost of any equipment, material, plants, labor, including re-engineering, and/or
17 shipping shall be paid by the Design-Builder, if the cost is covered by the warranty, and the
18 Design-Builder shall be required to repair or replace defective equipment, material, plants, or
19 workmanship furnished by Subcontractors.

20 **1-05.16(5) GENERAL WARRANTY – EXTENSION OF GENERAL WARRANTY**

21 The Warranty shall apply to all repaired or replaced work pursuant to the terms of the Contract.
22 The general Warranty for repaired or replaced work shall extend beyond the original Warranty
23 period, if necessary, to provide an additional one-year warranty period following acceptance by
24 WSDOT of any repaired or replaced work.

25 **1-05.16(6) GENERAL WARRANTY – NO LIMITATIONS OF LIABILITY**

26 The Warranty is in addition to all rights and remedies available under the Contract or applicable
27 law, and shall not limit the Design-Builder's liability or responsibility imposed by the Contract or
28 by applicable law with respect to the Work, including liability for design defects, latent
29 construction defects, strict liability negligence, or fraud.

30 **1-05.16(7) DAMAGES FOR BREACH OF WARRANTY**

31 In addition to all rights and remedies available under the Contract or applicable law, if the Design-
32 Builder fails or refuses to provide the Warranty remedies described in this Section, the Design-
33 Builder shall be liable for the cost of performance of the warranty work by others.

34 **1-05.16(8) EXCLUSIONS**

35 The Warranty shall not require the Design-Builder to perform repair or replacement work under the
36 following circumstances:

- 37 • Normal wear and tear, provided that damage and/or deterioration outside allowable limits
38 specified in the Contract shall not be considered normal wear and tear.
- 39 • Failure to perform routine maintenance consistent with policies and/or procedures established
40 by WSDOT or other maintenance agencies, including Utility Owners, or in the absence of
41 such policies and/or procedures in accordance with industry standards of maintenance for
42 similar Projects in the United States.

- 1 • Rebellion, war, riot, act of sabotage, civil commotion, or acts of vandalism.
- 2 • Wind, flood, and/or earthquakes, and other acts of God.
- 3 • Spill or release of hazardous or contaminated substances not caused by the Design-Builder.

4 **1-05.16(9) LANDSCAPING WARRANTY**

5 The Design-Builder shall provide a Landscaping Warranty covering all on-site stream and wetland
6 mitigation, roadside restoration, and lid landscaping requirements described in Sections 2.8 and 2.15, and
7 the Commitments List. The Landscaping Warranty period shall be for three years, as described below.

8 **1-05.16(9).1 Planting Areas and Acceptance of Initial Planting**

9 Design-Builder shall designate large, discrete areas as "planting areas" as indicated in TR Section
10 2.15.5.1 for purposes of acceptance of initial planting and management of the Landscaping Warranty.
11 When Design-Builder's QA Manager has determined that a given planting area is complete and meets all
12 Contract requirements, Design-Builder may request such area to be accepted by WSDOT for initial
13 planting. Upon concurrence by WSDOT that an area has met all Contract requirements, such area shall
14 be deemed as accepted for initial planting, and the Landscaping Warranty shall commence for that
15 planting area.

16 **1-05.16(9).2 Standards of Performance During the Landscaping Warranty Period**

17 In addition to meeting all other Contract requirements, during the warranty period each planting area
18 shall:

- 19 1. Be weed free.
- 20 2. Have a plant survival rate that does not fall below 100% of the number of plants required by the
21 Specifications;
- 22 3. Have fully functioning irrigation.

23 At any time during the Landscaping Warranty period, if WSDOT determines that any of the on-site
24 stream or wetland mitigation, roadside restoration, or lid landscaping Work has not met the standards set
25 forth in the Contract, the Design-Builder shall correct the Work in accordance with this Section, even if
26 the performance of such correction extends beyond the stated Landscaping Warranty period.

27 **1-05.16(9).3 Landscaping Warranty Inspection**

28 WSDOT and the Design-Builder shall conduct joint annual Landscaping Warranty Inspections of the
29 Project commencing one year after the first planting area is accepted for initial planting, and continuing
30 until three years after the last planting area is accepted for initial planting. The measurements and/or tests
31 for those Landscaping Warranty items that require specific remedies shall be taken during the scheduled
32 joint inspections.

33 **1-05.16(10) WARRANTY FOR ILLUMINATION, TRAFFIC SIGNALS, AND ITS**

34 Refer to TR Sections 2.16, 2.18, and 2.18 for Warranty requirements regarding Illumination, Traffic
35 Signals, and ITS.

1 **1-05.16(11) WARRANTY INSPECTIONS**

2 The failure to conduct any inspection specified shall not invalidate or cancel the warranty
3 provisions, responsibilities, or performance requirements. Notwithstanding the provisions of this
4 Section, WSDOT may inspect any component of the Project at any time prior to the completion of
5 the warranty, and issue notice to the Design-Builder to perform repair or replacement Work.

6 **1-05.16(12) WARRANTY PERFORMANCE REQUIREMENTS**

7 In addition to the Warranty provisions of this Section, the Work shall meet the requirements
8 specified in the Contract.

9 **1-05.16(13) COSTS OF CORRECTION WORK**

10 All costs of repair and replacement work, including additional testing and inspections, shall be paid
11 by the Design-Builder. The Design-Builder shall reimburse WSDOT within 14 Calendar Days
12 after receipt of WSDOT's invoice.

13 **1-05.16(14) DAMAGES FOR BREACH OF WARRANTY**

14 If the Design-Builder fails or refuses to provide any Warranty remedy described in this Section, the
15 Design-Builder shall be liable for the cost of performance of the Warranty work by others.

16 **1-05.16(15) DISPUTES**

17 Any disagreement between WSDOT and the Design-Builder relating to this Section shall be
18 subject to the dispute resolution provisions described in Section I-04.5, provided that the Design-
19 Builder proceeds as directed by WSDOT, pending resolution of the dispute.

20

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8140

A RESOLUTION authorizing the execution and supplements, if necessary, of the following Agreements between the Washington State Department of Transportation (WSDOT) and the City of Bellevue:

- 1) Cooperative Agreement GCA 6493 for the Design and Construction of the project;
- 2) Cooperative Agreement GCA 6494 for the Project Coordinator and WSDOT reimbursement obligation, to a maximum of \$200,000, for direct and indirect costs of the City of Bellevue Project Coordinator through construction of the project;
- 3) Cooperative Agreement GCA 6525 for the procurement, testing, and supplying of six controller units for Traffic Signals to WSDOT for certain intersections and reimbursement of costs to a maximum amount of \$200,000;
- 4) Utility Construction Agreement UTO 1490 for the relocation, adjustment, and modification to City's utilities within the City of Bellevue's service area, including the cities of Medina and Clyde Hill and the towns of Hunts Point and Yarrow Point and City of Bellevue reimbursement of costs to WSDOT up to a maximum of \$1,154,480; and
- 5) Amendment to General Maintenance Agreement 1363 adding three WSDOT traffic signals to the City's responsibilities for Maintenance and Operations when the project is completed.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute the following Agreements (plus supplements, if necessary), between the Washington State Department of Transportation (WSDOT) and the City of Bellevue:

- 1) Cooperative Agreement GCA 6493 for the Design and Construction of the project a copy of which Cooperative Agreement GCA 6493 has been given Clerk's Receiving No. 46710 ;
- 2) Cooperative Agreement GCA 6494 for the Project Coordinator and WSDOT reimbursement obligation, to a maximum of \$200,000, for direct and indirect costs of the City of Bellevue Project Coordinator through construction of the project, a copy of which Cooperative Agreement GCA 6494 has been given Clerk's Receiving No. 46711 ;
- 3) Cooperative Agreement GCA 6525 for the procurement, testing, and supplying of six controller units for Traffic Signals to WSDOT for certain intersections and reimbursement of costs to a maximum amount of \$200,000, a copy of which Cooperative Agreement GCA 6525 has been given Clerk's Receiving No. 46712 ;
- 4) Utility Construction Agreement UTO 1490 for the relocation, adjustment, and modification to City's

ORIGINAL

2380-RES
9/16/2010

utilities within the City of Bellevue's service area, including the cities of Medina and Clyde Hill and the towns of Hunts Point and Yarrow Point and City of Bellevue reimbursement of costs to WSDOT up to a maximum of \$1,154,480, a copy of which Utility Construction Agreement UT01490 has been given Clerk's Receiving No. 46719; and 5) Amendment to General Maintenance Agreement(GM) 1363 adding three WSDOT traffic signals to the City's responsibilities for Maintenance and Operations when the project is completed a copy of which Amendment to GM 1363 has been given Clerk's Receiving No. _____.

Passed by the City Council this 20th day of September, 2010, and signed in authentication of its passage this 20th day of September, 2010.

(SEAL)


Don Davidson, DDS
Mayor

Attest:


Myrna L. Basich, City Clerk

Resolution 8140

Page 2

Item 8 (c.)

Agenda

page 1 of 4

City Council Regular Session

MONDAY
September 20, 2010

8:00 – 10:00 p.m.
Council Chambers (1E-126)

Page

1. Call to Order
2. Roll Call, Flag Salute
 - (a) Proclaiming September 25 through October 23 as Eastside Month of Concern for the Hungry 2-1
3. Communications: Written and Oral

Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.
4. Reports of Community Council, Boards and Commissions
 - (a) Transportation Commission 2011-2017 Capital Investment Program Recommendation Vice Chair 4-1
Ernie Simas
5. Report of the City Manager

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



City of Bellevue

6. Council Business and New Initiatives

7. Approval of the Agenda

8. Consent Calendar

- (a) Minutes of July 12, 2010 Extended Study Session 8a-1
Minutes of July 19, 2010 Study Session
Minutes of July 19, 2010 Regular Session
Minutes of July 26, 2010 Extended Study Session

- (b) City-wide on-call contracts FIN 8-1

Resolution No. 8138 authorizing execution of a Professional Services Agreement with Bravo Environmental, for on-call underground locate and inspection services for a term of up to four years.

Resolution No. 8139 authorizing execution of a Professional Services Agreement with TranTech Engineering, for on-call underground locate and inspection services for a term of up to four years.



- (c) Resolution No. 8140 authorizing execution of the following Agreements with the Washington State Department of Transportation (WSDOT) for implementing improvements as part of the SR 520 Eastside Transit and HOV project: 1) Cooperative Agreement GCA 6493 for the Design and Construction of the project; 2) Cooperative Agreement GCA 6494 for the Project Coordinator and WSDOT reimbursement obligation, to a maximum of \$200,000 for direct and indirect costs of the City's Project Coordinator through construction of the project; 3) cooperative Agreement GCA 6525 for the procurement, testing, and supplying of six controller units for Traffic Signals to WSDOT for certain intersections and reimbursement of costs to a maximum amount of \$200,000; 4) Utility Construction Agreement UT0 1490 for the relocation, adjustment, and modification to City utilities within the City's service area, including the cities of Medina and Clyde TRAN 8-7

Hill, and the towns of Hunts Point and Yarrow Point and the City reimbursement of costs to WSDOT up to a maximum of \$1,154,480; and 5) Amendment to General Maintenance Agreement 1363 adding three WSDOT traffic signals to the City's responsibilities for maintenance and operations when the project is completed.

(Discussed with Council on September 7, 2010.)

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|-----|--|------|-------------|
| (d) | Ordinance No. 5962 authorizing execution of a Fiscal Year 2011 Municipal Stormwater Grant Agreement with the Washington State Department of Ecology to accept grant funds of \$394,873, to support city-wide implementation of the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit; establishing a project within the Operating Grants, Donations and Special Reserves Fund; appropriating unanticipated and future revenues to that fund; and authorizing expenditure of said grant funds. | UTIL | <u>8-15</u> |
|-----|--|------|-------------|

- | | | | |
|-----|--------------------------------|------|-------------|
| (e) | <u>Utility Code Ordinances</u> | UTIL | <u>8-21</u> |
|-----|--------------------------------|------|-------------|

Ordinance No. 5963 repealing Chapter 24.02 of the Bellevue City Code in its entirety and replacing it with a new chapter; providing for severability; and establishing an effective date.

Ordinance No. 5964 repealing Chapter 24.04 of the Bellevue City Code in its entirety and replacing it with a new chapter; providing for severability; and establishing an effective date.

Ordinance No. 5965 amending Sections 24.10.020 and 24.10.030 of the Bellevue City Code; providing for severability; and establishing an effective date.

Ordinance No. 5966 amending Chapter 1.18.075 of the Bellevue City Code; providing for severability; and establishing an effective date.

9. Public Hearings

10. Land Use

11. Other Ordinances, Resolutions and Motions

- (a) Resolution No. 8141 declaring the intent of the City Council to consider the formation of a local improvement district, to be known as the Wilburton Connections Local Improvement District (LID), for the purpose of constructing an extension to NE 4th Street between 116th and 120th Avenues NE and constructing improvements to 120th Avenue NE between the NE 4th Street Extension and NE 8th Street; and setting a public hearing date to consider the formation of the Wilburton Connections LID.

TRAN
Goran
Sparrman
Eric
Miller

11-1

(Discussed with Council on September 13, 2010.)

12. Unfinished Business

13. Continued Oral Communications

14. New Business

15. Executive Session

16. Adjournment

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:

Resolution No. 8140 authorizing the execution and supplements, as necessary, of the following Agreements with the Washington State Department of Transportation (WSDOT) for implementing improvements as part of the SR 520 Eastside Transit and HOV project:

- 1) GCA 6493. Cooperative Agreement for the Design and Construction of the project;
- 2) GCA 6494. Cooperative Agreement for the Project Coordinator and WSDOT reimbursement to the City to a maximum of \$200,000 for direct and indirect costs of the City's Project Coordinator through construction of the project;
- 3) GCA 6525. Cooperative Agreement for the procurement, testing, and supplying of six controller units for Traffic Signals to WSDOT for certain intersections and WSDOT reimbursement of costs to the City to a maximum amount of \$200,000;
- 4) UT01490. Utility Construction Agreement for the relocation, adjustment, and modification to City utilities within the City's service area, including the cities of Medina and Clyde Hill, and the Towns of Hunts Point and Yarrow Point, and the City reimbursement of costs to the WSDOT to a maximum of \$1,154,480;
- 5) General Maintenance Agreement 1363. Amending and adding three WSDOT traffic signals to the City's responsibilities for maintenance and operations when the project is completed.

FISCAL IMPACT:

The Washington State Department of Transportation (WSDOT) SR 520 Eastside Transit and HOV Project is scheduled for award in late October 2010 and completion in 2014. This project is fully funded by WSDOT, comprised of nickel gas tax and Transportation Partnership Act money and future tolling and other federal funds. The funding will, in part, be used to reimburse the City's costs as provided within specific agreements:

- **GCA 6493.** Cooperative Agreement for the Design and Construction of the project. There are no fiscal impacts or reimbursements associated with this Agreement.
- **GCA 6494.** Cooperative Agreement for the Project Coordinator and WSDOT reimbursement obligation to the City to a maximum of \$200,000 for direct and indirect costs of the City's Project Coordinator through construction of the project. This Agreement will fund .25 FTE of an existing engineering position identified in the Transportation Department proposal for Improved Mobility, Regional Projects, Proposal 130.19A1.
- **GCA 6525.** Cooperative Agreement for procurement, testing, and supplying of six controller units for traffic signals to WSDOT for certain intersections, which the City will further operate and maintain as provided in General Maintenance Agreement (GM 1363). GCA 6525 provides for the WSDOT reimbursement of costs to the City to a maximum amount of \$200,000.
- **UT01490.** Utility Construction Agreement for relocation, adjustment, and modification to City utilities within the City's service area, including the cities of Medina and Clyde Hill, and the Towns of Hunts Point and Yarrow Point. This Agreement obligates the City to reimburse WSDOT for facilities by virtue of not being located on easements, City property or right-of-way. The estimated maximum cost is \$1,154,480 and the final

amount will be determined upon the Best Value Proposal and Contract Award for the project or subsequent equitable adjustments reflecting potential Design-Build changes in the scope of work. Funding for this Agreement is provided through proposed CIP projects: CIP W-102 Relocate Water for WSDOT SR 520 Expansion Project in the amount of \$453,490; and, CIP S-56 Relocate Sewer for WSDOT SR 520 Expansion Project in the amount of \$700,990, as identified in the Utilities Department's 2011-2017 CIP budget Proposal 140.07NN within the *Healthy and Sustainable Environment* outcome.

- **GM Agreement 1363.** Current maintenance costs are approximately \$2,500 per year. Future funding for this Agreement will be reflected in future budget updates to the proposed Operating Budget for Improved Mobility, Signal Operations and Engineering, Proposal 130.24A1.

STAFF CONTACT:

Goran Sparrman, Director, 425-452-4338
David Berg, Deputy Director, 425-452-6468
Rick Logwood, Capital Projects Manager, 425-452-6858
Transportation Department

Regan Sidie, Engineering Manager, 425-452-6857
Jay Hummel, Capital Projects Manager, 425-452-4160
Utilities Department

POLICY CONSIDERATION:

Passage of Engrossed Substitute Senate Bill (ESSB) No. 6392 provided the Washington State Department of Transportation the opportunity to advance implementation of the SR 520 Eastside Transit and HOV project.

Council continues playing a key role in ensuring critical regional transportation projects are appropriately coordinated, funded, and built to serve Bellevue and the region. Council's regional vision and subsequent interest have been expressed in the 2006 SR 520 Corridor and Bridge Replacement Improvements joint interest statements supporting improvements to SR 520.

BACKGROUND:

Council received a briefing on the proposed Agreements on September 7 with the recommendation to return on September 20 for Council approval authorizing execution of the proposed Agreements.

Council received an in-depth report on the SR 520 Corridor project from WSDOT staff on May 24, 2010. The current project provides funding for construction of the 6-lane bridge and the Eastside Transit and HOV improvements consistent with the adopted interest statements. There remains a \$2 billion gap for fully funding improvements related to the west end of the SR 520 Bridge Replacement and HOV Program. WSDOT is continuing to explore options for filling the funding gap, which include tolling, grants or other sources identified through legislative action.

During the briefing on May 24, WSDOT staff presented their overall schedule and identified that a number of Interlocal Agreements would need to be executed with the City. WSDOT's schedule calls for receiving Proposals on September 16 and announcing the Apparent Best Value Design-Build firm on October 13, 2010. WSDOT will rapidly advance toward contract award in late October and subsequently final engineering and construction through a Design Build contract.

The proposed SR 520 Eastside Transit and HOV Project Agreements support continued coordination and implementation of improvements in addressing the City's interests, and provide for the WSDOT reimbursement of costs to the City for the City's Project Coordinator, the City reimbursement of costs to WSDOT for the relocation, adjustment, and modification of City Utilities, and the City procuring, providing, and maintaining traffic signal equipment.

When the SR 520 project improvements are completed, portions of right-of-way acquired and owned by WSDOT will be turned back to the City. A future Turnback Agreement allowing for the conveyance of right-of-way from WSDOT to the City will be brought back to Council at a future date prior to project completion.

EFFECTIVE DATE:

If approved, this Resolution becomes effective immediately upon Council adoption.

OPTIONS:

1. Adopt Resolution No. 8140 authorizing the execution and supplements, as necessary, of the following Agreements between the Washington State Department of Transportation (WSDOT) and City of Bellevue (City) for implementing improvements as part of the SR 520 Eastside Transit and HOV project:

- 1) GCA 6493 - Cooperative Agreement for the Design and Construction of the project;
- 2) GCA 6494 - Cooperative Agreement for the Project Coordinator and WSDOT reimbursement obligation to the City to a maximum of \$200,000 for direct and indirect costs of the City's Project Coordinator through construction of the project;
- 3) GCA 6525 - Cooperative Agreement for the procurement, testing, and supplying of six controller units for Traffic Signals to WSDOT for certain intersections and WSDOT reimbursement of costs to the City to a maximum amount of \$200,000;
- 4) UT01490 - Utility Construction Agreement for the relocation, adjustment, and modification to City utilities within the City's service area, including the cities of Medina and Clyde Hill, and the Towns of Hunts Point and Yarrow Point, and the City reimbursement of costs to the WSDOT to a maximum of \$1,154,480; and,
- 5) General Maintenance Agreement 1363 amending and adding three WSDOT traffic signals to the City's responsibilities for maintenance and operations when the project is completed.

2. Do not approve the Resolution and provide staff with alternative direction.

RECOMMENDATION:

Adopt Resolution No. 8140 authorizing the execution and supplements, as necessary, of the following Agreements between the Washington State Department of Transportation (WSDOT) and City of Bellevue (City) for implementing improvements as part of the SR 520 Eastside Transit and HOV project:

- 1) GCA 6493 - Cooperative Agreement for the Design and Construction of the project;
- 2) GCA 6494 - Cooperative Agreement for the Project Coordinator and WSDOT reimbursement obligation to the City to a maximum of \$200,000 for direct and indirect costs of the City's Project Coordinator through construction of the project;
- 3) GCA 6525 - Cooperative Agreement for the procurement, testing, and supplying of six controller units for Traffic Signals to WSDOT for certain intersections and WSDOT reimbursement of costs to the City to a maximum amount of \$200,000;

- 4) UT01490 - Utility Construction Agreement for the relocation, adjustment, and modification to City utilities within the City's service area, including the cities of Medina and Clyde Hill, and the Towns of Hunts Point and Yarrow Point, and the City reimbursement of costs to the WSDOT to a maximum of \$1,154,480; and,
- 5) General Maintenance Agreement 1363 amending and adding three WSDOT traffic signals to the City's responsibilities for maintenance and operations when the project is completed.

MOTION:

Move to adopt Resolution No. 8140 authorizing the execution and supplements, as necessary, of the following Agreements between the Washington State Department of Transportation (WSDOT) and City of Bellevue (City) for implementing improvements as part of the SR 520 Eastside Transit and HOV project:

- 1) GCA 6493 - Cooperative Agreement for the Design and Construction of the project;
- 2) GCA 6494 - Cooperative Agreement for the Project Coordinator and WSDOT reimbursement obligation to the City to a maximum of \$200,000 for direct and indirect costs of the City's Project Coordinator through construction of the project;
- 3) GCA 6525 - Cooperative Agreement for the procurement, testing, and supplying of six controller units for Traffic Signals to WSDOT for certain intersections and WSDOT reimbursement of costs to the City to a maximum amount of \$200,000;
- 4) UT01490 - Utility Construction Agreement for the relocation, adjustment, and modification to City utilities within the City's service area, including the cities of Medina and Clyde Hill, and the Towns of Hunts Point and Yarrow Point, and the City reimbursement of costs to the WSDOT to a maximum of \$1,154,480; and,
- 5) General Maintenance Agreement 1363 amending and adding three WSDOT traffic signals to the City's responsibilities for maintenance and operations when the project is completed.

ATTACHMENTS:

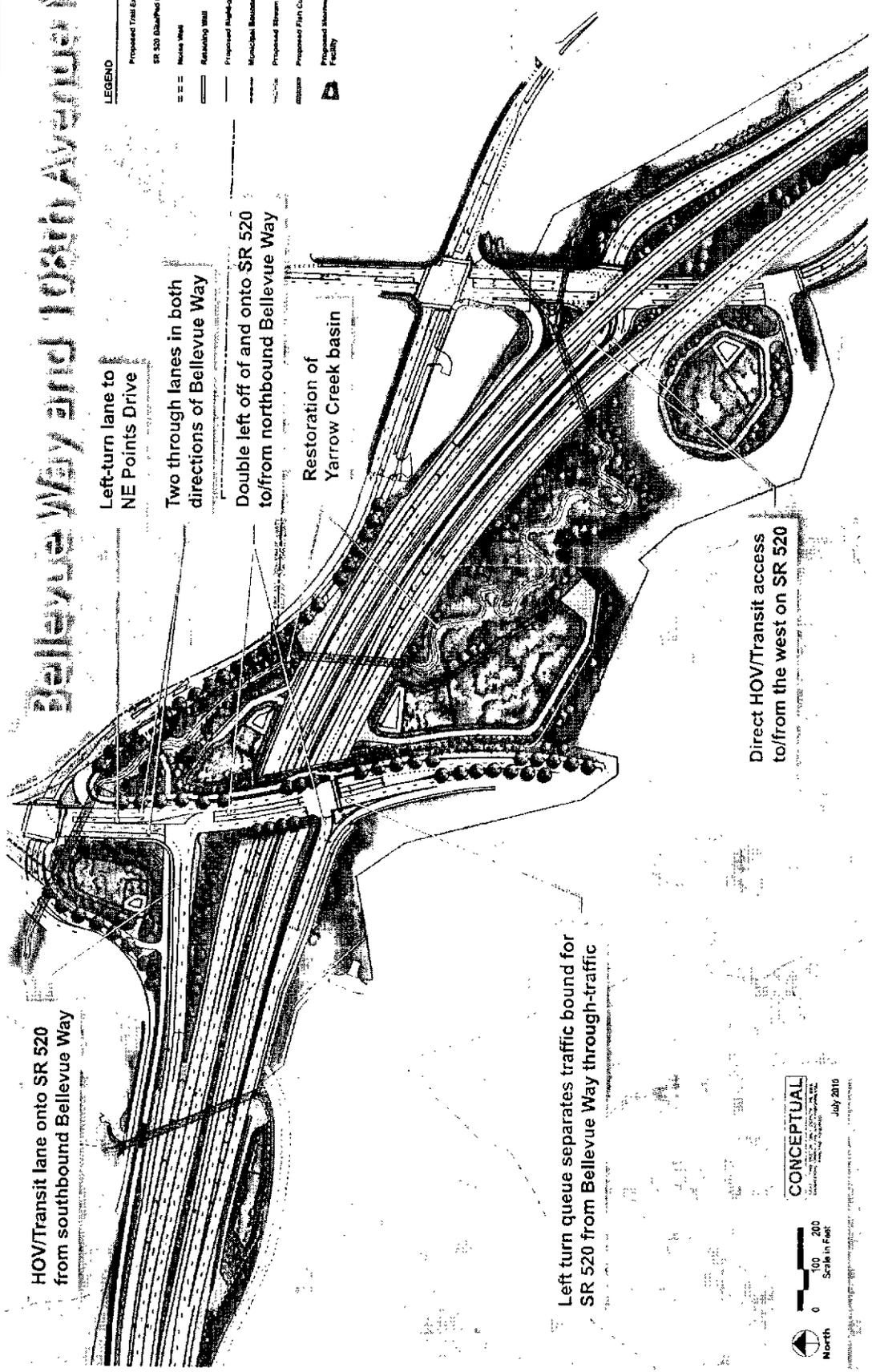
SR 520 Corridor Plan

Proposed Resolution No. 8140

AVAILABLE IN COUNCIL OFFICE:

Final Draft Agreements

Bellevue Way and 103rd Avenue NE



LEGEND

-  Proposed Trail Extension
-  SR 520 Shared-Park Facility
-  Access Road
-  Retaining Wall
-  Proposed Right-of-Way
-  Municipal Boundary
-  Proposed Stream
-  Proposed Plan Culvert
-  Proposed Structure Facility

 North
 0 100 200
 Scale in Feet
CONCEPTUAL
 July 2010

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8140

A RESOLUTION authorizing the execution and supplements, if necessary, of the following Agreements between the Washington State Department of Transportation (WSDOT) and the City of Bellevue:

- 1) Cooperative Agreement GCA 6493 for the Design and Construction of the project;
- 2) Cooperative Agreement GCA 6494 for the Project Coordinator and WSDOT reimbursement obligation, to a maximum of \$200,000, for direct and indirect costs of the City of Bellevue Project Coordinator through construction of the project;
- 3) Cooperative Agreement GCA 6525 for the procurement, testing, and supplying of six controller units for Traffic Signals to WSDOT for certain intersections and reimbursement of costs to a maximum amount of \$200,000;
- 4) Utility Construction Agreement UTO 1490 for the relocation, adjustment, and modification to City's utilities within the City of Bellevue's service area, including the cities of Medina and Clyde Hill and the towns of Hunts Point and Yarrow Point and City of Bellevue reimbursement of costs to WSDOT up to a maximum of \$1,154,480; and
- 5) Amendment to General Maintenance Agreement 1363 adding three WSDOT traffic signals to the City's responsibilities for Maintenance and Operations when the project is completed.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute the following Agreements (plus supplements, if necessary), between the Washington State Department of Transportation (WSDOT) and the City of Bellevue: 1) Cooperative Agreement GCA 6493 for the Design and Construction of the project a copy of which Cooperative Agreement GCA 6493 has been given Clerk's Receiving No. _____; 2) Cooperative Agreement GCA 6494 for the Project Coordinator and WSDOT reimbursement obligation, to a maximum of \$200,000, for direct and indirect costs of the City of Bellevue Project Coordinator through construction of the project, a copy of which Cooperative Agreement GCA 6494 has been given Clerk's Receiving No. _____; 3) Cooperative Agreement GCA 6525 for the procurement, testing, and supplying of six controller units for Traffic Signals to WSDOT for certain intersections and reimbursement of costs to a maximum amount of \$200,000, a copy of which Cooperative Agreement GCA 6525 has been given Clerk's Receiving No. _____; 4) Utility Construction Agreement UTO 1490 for the relocation, adjustment, and modification to City's

2380-RES
9/16/2010

utilities within the City of Bellevue's service area, including the cities of Medina and Clyde Hill and the towns of Hunts Point and Yarrow Point and City of Bellevue reimbursement of costs to WSDOT up to a maximum of \$1,154,480, a copy of which Utility Construction Agreement UT01490 has been given Clerk's Receiving No. _____; and 5) Amendment to General Maintenance Agreement(GM) 1363 adding three WSDOT traffic signals to the City's responsibilities for Maintenance and Operations when the project is completed a copy of which Amendment to GM 1363 has been given Clerk's Receiving No. _____.

Passed by the City Council this _____ day of _____, 2010,
and signed in authentication of its passage this _____ day of _____,
2010.

(SEAL)

Don Davidson, DDS
Mayor

Attest:

Myrna L. Basich, City Clerk