



CITY OF KIRKLAND

Department of Public Works

123 Fifth Avenue, Kirkland, WA 98033 425.587.3800

www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: David Snider, P.E., Interim Capital Projects Manager
Ray Steiger, P.E., Interim Public Work Director

Date: November 4, 2010

Subject: I-405/NE 116th Street INTERCHANGE – UTILITY CONSTRUCTION AGREEMENT

RECOMMENDATION:

It is recommended that Council authorize the City Manager to sign a Utility Construction Agreement (Agreement) with the Washington State Department of Transportation (WSDOT) for a Kirkland waterline replacement. It is also recommended that the Council authorize the use of water/sewer reserve funds in the amount of \$68,000 to pay for the concurrent upgrades to the City's water system within the WSDOT project.

BACKGROUND AND DISCUSSION:

The I-405/NE 116th Street Interchange Project is in the final design stage and on schedule to go to construction in early 2011. Elements of the WSDOT project include:

- Reconstruction of the freeway off-ramp from northbound I-405 and the freeway on-ramp to southbound I-405 at NE 116th Street from the existing half-diamond interchange configuration to a more efficient half Single Point Urban Interchange (SPUI) – this represents Phase II of the overall intersection improvement project;
- Widening and adding two (east/west) lanes to NE 116th Street near the interchange with I-405;
- Reconstruction of the City's bridge over the Eastside Rail line, west of I-405, to allow for continuation of the two additional vehicle lanes and bicycle lanes on NE 116th Street to approximately 118th Ave NE;
- Relocation of existing utilities throughout the interchange;
- Installation of a new signal at the NE 116th Street and 120th Avenue NE intersection;
- Installation of sidewalks and bike lanes in each direction of NE 116th Street under I-405;

As part of the installation of the new bridge over the Eastside Rail Line (formerly BNSFRR), the City's existing watermain that is suspended on the existing bridge must be relocated; a new 16-inch diameter water main will be installed along the north side of the new bridge. The limits of the new water main construction (Attachment A) end approximately 120 feet west of a section of existing 12-inch diameter water main that connects to other 16-inch diameter and 20-inch

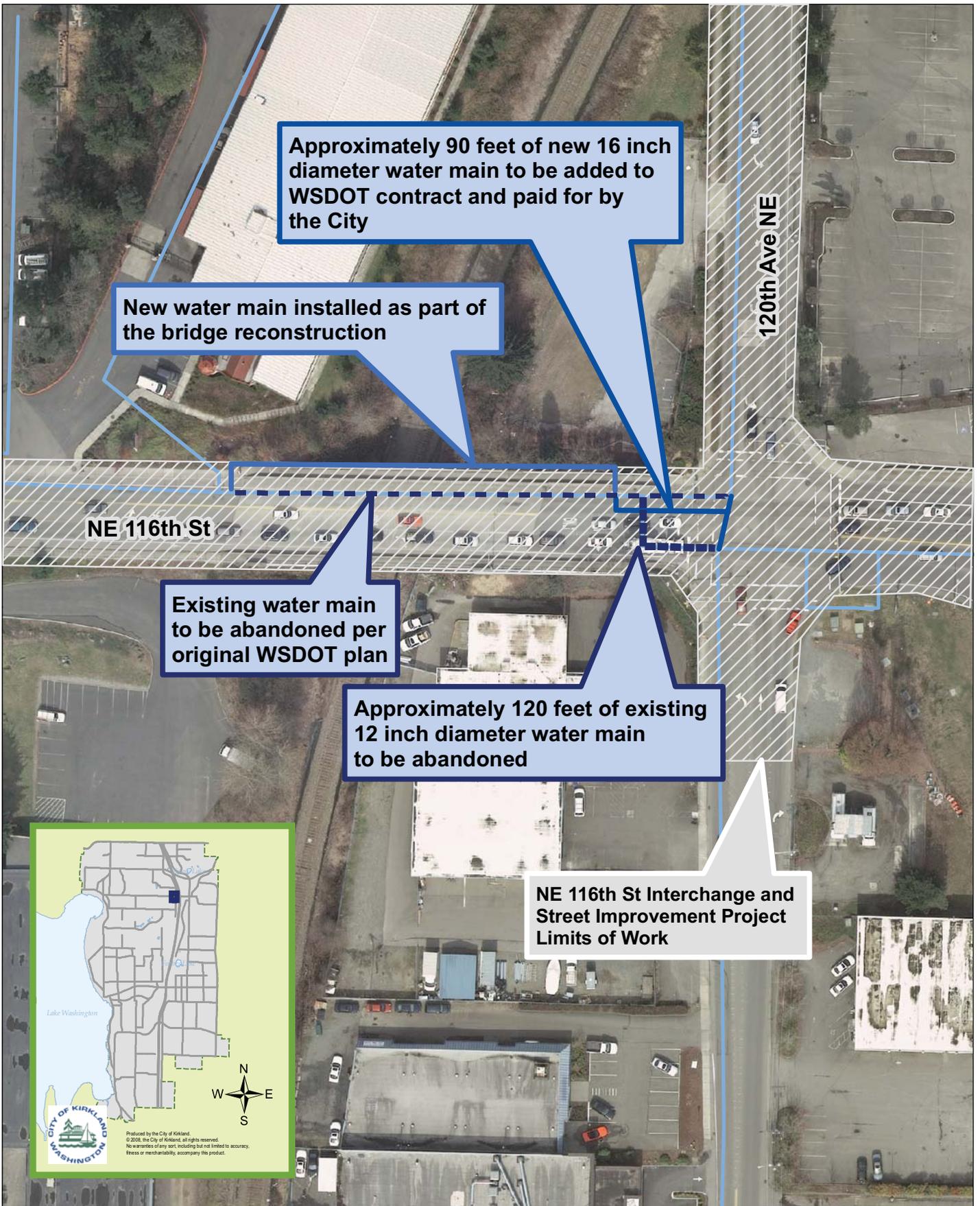
diameter water main in the intersection of NE 116th Street and 120th Ave NE. If left as currently designed, the short section of 12-inch diameter water main will limit the capacity of the surrounding system.

Consistent with the City's comprehensive water plan that envisions a 16-inch watermain in this area, Staff recommends upgrading the remaining 120 foot section of 12-inch water main by adding the work to the WSDOT Project. By upgrading this section water main, full system capacity and a preferred alignment will be achieved. By having the work completed as part of the NE 116th Street Interchange Project, the City will not be required to obtain a WSDOT permit (the section of water main is located in WSDOT right-of-way), will likely receive a better price for the work by including it within the larger WSDOT project, and the work will be completed prior to final overlay of the street.

Funding for this work will come from the water/sewer capital reserve (Attachment B). A detailed scope of work and cost estimate is included with the proposed Utility Construction Agreement (Attachment C).

Attachments (3)

**NE 116th Street Interchange and Street Improvement Project
Utility Construction Agreement
Vicinity Map**



FISCAL NOTE

CITY OF KIRKLAND

Source of Request							
Ray Steiger, Internim Public Work Director							
Description of Request							
Request for funding of \$68,000 from the Water/Sewer Capital Reserve to sign a utility construction agreement with the Washington State Department of Transportation (WSDOT) to pay for an upgrade to the City's water system as part of the the WSDOT NE 116th Street Interchange and Street Improvement project.							
Legality/City Policy Basis							
Fiscal Impact							
One-time use of \$68,000 of the Water/Sewer Capital Reserve. The reserve is able to fully fund this request.							
Recommended Funding Source(s)							
Reserve	Description	2010 Est End Balance	Prior Auth. 2009-10 Uses	Prior Auth. 2009-10 Additions	Amount This Request	Revised 2010 End Balance	2010 Target
	Water/Sewer Capital Reserve	9,444,066	21,787	0	68,000	9,354,279	see "Other Information"
	Prior 2009 Authorized Uses of \$21,787 for funding to pay the City of Redmond for its share of water/sewer infrastructure related to the Bridle View subdivision annexation.						
Revenue/Exp Savings							
Other Source							
Other Information							
The Utility Construction Reserve accounts for capital contributions from utility rates and connections charges and is used to fund capital projects. Capital replacement cycles require that reserves accumulate to pay for future replacement of infrastructure to supplement the use of debt. The liability against this reserve occurs in future years as capital replacement needs peak.							

Prepared By	Neil Kruse, Senior Financial Analyst	Date	October 20, 2010
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Utility Construction Agreement		Utility Name and Address	
Work by State - Utility Cost		City of Kirkland 123 Fifth Avenue Kirkland, Washington 98033	
Agreement Number	Region	Project Title / Location	
UT01522	Northwest Region	I-405/NE 116th Street Interchange and Street Improvement	
State Route	Mileposts		
I-405	From 20 To 20		
Estimated Agreement Amount		Advance Payment Amount	
\$ 67,511		\$ 0	

This Utility Construction Agreement is made and entered into between the State of Washington Department of Transportation, herein (STATE) and the above named UTILITY.

WHEREAS, the STATE is planning the construction or improvement of the State Route as shown above for the listed STATE Project, and in connection therewith, it is necessary to remove and/or relocate and/or construct certain UTILITY facilities, herein the (Work), and

WHEREAS, the UTILITY is responsible for (1) the cost of the Work for UTILITY facilities located without a documented ownership of and/or interest in real property, such as being located pursuant to a franchise, a permit, or undocumented permission, (2) all betterments, and (3) new facilities, and

WHEREAS, the Work shall be defined as all materials, equipment, labor, contract administration and any other efforts required to perform the relocation, construction, and/or removal of the UTILITY's facilities, and

WHEREAS, the Work includes Betterments; Relocation of Facilities with Property Rights; Facilities without Property Rights; Installation of New Facilities; Removal of Existing Facilities from the STATE right of way, and

WHEREAS, it is deemed to be in the best public interest for the STATE to include the Work in the STATE's Project,

NOW, THEREFORE, pursuant to RCW 47.01.210 and chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS AND BIDS

- 1.1 Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments for this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.
- 1.2 Betterment: A betterment is any improvement to the UTILITY's facilities not required by code, regulation, standard industry practice, or any other applicable regulation. If any of the Work constitutes a betterment as defined in the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the UTILITY is solely responsible for the costs of such improvement.
- 1.3 The STATE, acting on behalf of the UTILITY, agrees to perform the UTILITY facilities Work in accordance with Exhibit A, Special Provisions, and Exhibit C, Plans, where either: (1) UTILITY supplied the Work plans and special provisions to the STATE, or (2) STATE developed the Work plans and special provisions from UTILITY-provided information.

The STATE will incorporate the Plans and Special Provisions into the STATE Project in accordance with UTILITY requirements. The UTILITY agrees that it is solely responsible for insuring that all Special Provisions, Plans and UTILITY standards are met and that it has supplied the STATE with all applicable standards, codes, regulations, or any other requirements the UTILITY is obligated to meet, unless otherwise noted.

- 1.4 The UTILITY has reviewed and approved the Work Special Provisions and Plans that will be incorporated into the STATE Project. The STATE will advertise the Work and Project for bids. The STATE will be the UTILITY's representative during the Ad and award period. When requested by the STATE, the UTILITY shall timely assist the STATE in answering bid questions and resolving any design issues that may arise associated with the Work. All comments and clarifications must go through the STATE. If the UTILITY supplied the Work plans and special provisions, the UTILITY agrees to provide the STATE with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 1.5 The STATE will provide the UTILITY with written notification of the bid price on the day of bid opening for all Work items for which the UTILITY is responsible for the cost. The UTILITY shall respond in writing to the STATE, stating its Acceptance or Rejection of the Work items, within two (2) working days.
- 1.6 Should the UTILITY reject the bid Work items for which it has cost responsibility:
 - 1.6.1 The STATE shall delete said items from the Project. The UTILITY agrees to reimburse the STATE for engineering costs and direct and related indirect costs incurred by the STATE associated with deleting the bid Work items from the Project, including any redesign, reengineering or re-estimating, if necessary, to delete the Work items, and the UTILITY agrees to pay such costs upon receipt of a STATE invoice.
 - 1.6.2 The UTILITY agrees that should it reject the bid Work items for which it has cost responsibility, it shall continue to be obligated to timely relocate its facilities as required by the STATE Project. The UTILITY further agrees that should its actions delay or otherwise damage the STATE Project, it shall be liable for such costs.

2. CONSTRUCTION, INSPECTION, AND ACCEPTANCE

- 2.1 The STATE agrees to administer the Work on behalf of the UTILITY.
- 2.2 The UTILITY agrees to disconnect and/or reconnect its facilities as required by the STATE when such disconnection or reconnection is required to be performed by the UTILITY. The Parties agree to define disconnect and/or reconnection requirements, including notification and response in Exhibit A. The STATE agrees, as part of the Work, to remove disconnected and/or abandoned facilities at the UTILITY's cost. UTILITY facilities not removed pursuant to this Agreement shall remain the ownership, operation and maintenance responsibility of the UTILITY.
- 2.3 **Salvage:** All materials removed by the STATE shall be reclaimed or disposed of by the STATE and shall become the property of the STATE. If the UTILITY desires to retain such materials and the STATE agrees, the value of salvaged materials will be paid to the STATE in an amount not less than that required by the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*.
- 2.4 The UTILITY may furnish an inspector for the Work. The UTILITY agrees that it is solely responsible for all such inspection costs. The UTILITY's inspector shall not directly contact the STATE's contractor. All contact between the UTILITY's inspector and the STATE's contractor shall be through the STATE's representatives. The STATE's Project Construction Engineer may require the removal and/or replacement of the UTILITY's inspector if the inspector interferes with the STATE's Project, STATE's contractor and/or the Work.
- 2.5 The STATE shall promptly notify the UTILITY in writing when the Work is completed.
- 2.6 The UTILITY shall, within thirty (30) working days of being notified that the Work is completed: (a) deliver a letter of acceptance to the STATE which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the Work and the STATE's administration thereof, or (b) deliver to the STATE written reasons why the Work does not comply with the previously approved Plans and Special Provisions.

The UTILITY agrees to work diligently and in good faith with the STATE to resolve any issues so as not to delay the STATE's Project. If all issues are resolved, the UTILITY agrees to deliver to the STATE a letter of acceptance as provided herein.

- 2.7 If the UTILITY does not respond within thirty (30) working as provided in Section 2.6, the Work and the administration thereof will be deemed accepted by the UTILITY, and the STATE shall be released from all future claims and demands.
- 2.8 Upon completion and acceptance of the Work pursuant to Sections 2.6 or 2.7, the UTILITY agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without STATE liability or expense.
- 2.9 The STATE will prepare the final construction documentation in general conformance with the STATE's Construction Manual. The STATE will maintain one set of plans as the official "as-built" set, then make notations in red of all plan revisions typically recorded per standard STATE practice, as directed by the STATE's Construction Manual. Once the UTILITY has accepted the Work per Section 2.6 or 2.7, the STATE upon request by the UTILITY will provide one reproducible set of contract as-builts to the UTILITY, and the UTILITY agrees to pay the cost of reproduction upon receipt of a STATE invoice

3. PAYMENT

- 3.1 The UTILITY agrees that it shall be responsible for the actual direct and related indirect costs, including mobilization, construction engineering, contract administration and overhead costs, associated with the Work. The cost of this Work is estimated to be sixty seven thousand five hundred eleven Dollars (\$ 67,511). An itemized estimate of UTILITY-responsible costs for Work to be performed by the STATE on behalf of the UTILITY is included in Exhibit B, Cost Estimate.
- 3.2 The UTILITY agrees to pay the STATE the "Advance Payment Amount" stated above within twenty (20) calendar days after the STATE submits its first partial payment request to the UTILITY. The advance payment represents fifteen (15) percent of the estimate of cost for which the UTILITY is responsible. The advance payment will be carried throughout the life of the Work with final adjustment made in the final invoice
- 3.3 The Parties acknowledge and agree that the STATE does not have the legal authority to advance state funds for the UTILITY's Work under this Agreement. Should the UTILITY fail to make payment according to the terms of this Agreement, the STATE shall have the right to terminate this Agreement, charging the UTILITY for all associated costs of termination, including non-cancellable items, as well as associated Project delay and contractor claims. Such termination shall not relieve the UTILITY's obligation to timely relocate its facilities as provided under Section 1.6.2
- 3.4 The UTILITY, in consideration of the faithful performance of the Work to be done by the STATE, agrees to pay the STATE for the actual direct and related indirect cost of all Work for which the UTILITY is responsible, including mobilization, construction engineering, administration and overhead costs. The STATE shall invoice the UTILITY and provide supporting documentation therefore, and the UTILITY agrees to pay the STATE within thirty (30) calendar days of receipt of an invoice. A partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.

4. CHANGE IN WORK OR COST INCREASE

- 4.1 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work for which the UTILITY is responsible, above the Exhibit B, Cost Estimate (including sales tax, engineering, and contingencies) by more than twenty-five (25) percent, the Parties agree to modify Exhibit B to include such cost increase.
- 4.2 If the STATE determines that additional Work or a change in the Work is required, prior written approval must be secured from the UTILITY; however, where the change is required to mitigate a Project emergency or safety threat to the traveling public, the STATE will direct the change without the UTILITY's prior approval. The STATE will notify the UTILITY of such change as soon as possible thereafter. The UTILITY agrees to respond to all STATE change order requests in writing

and within five (5) working days. STATE notification shall not be required for UTILITY-requested changes. The UTILITY agrees to pay all costs associated with the changed Work, as well as the costs of Project or Work delays and/or subsequent contractor claims associated with the UTILITY's failure to timely respond as required.

- 4.3 The UTILITY may request additions to the Work through the STATE in writing. The STATE will implement the requested changes as elective changes, provided that a change does not negatively impact the STATE's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or STATE design policies, and does not unreasonably delay critically scheduled Project contract activities.
- 4.4 All elective changes to the Work shall be approved in writing by the UTILITY before the STATE directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The UTILITY agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 3.
- 4.5 The STATE will make available to the UTILITY all change order documentation related to the Work.

5. FRANCHISE OR PERMIT

- 5.1 The UTILITY shall apply for a permit, franchise or an amendment to its current franchise for those new or modified UTILITY facilities that will be located within the STATE's right of way. After receiving the application, the STATE will issue the UTILITY a permit or a new or amended franchise.

6. RIGHT OF ENTRY

- 6.1 The UTILITY agrees to arrange for rights of entry upon all privately owned lands upon which the UTILITY has a claimed property right and which are necessary to perform the Work. The UTILITY also agrees to obtain all necessary permissions for the STATE to perform the Work on such lands, which may include reasonable use restrictions on those lands. The UTILITY agrees to provide the rights of entry and applicable permissions under this section to the STATE within thirty (30) calendar days of entering into this Agreement. Upon completion of the Work on such lands, the rights of entry and permissions shall terminate.

7. GENERAL PROVISIONS

- 7.1 **Indemnification:** To the extent authorized by law, the UTILITY 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 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 UTILITY and (b) the STATE, their respective 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 UTILITY or STATE, and provided further, that nothing herein shall require the UTILITY 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.
- 7.2 **Disputes:** If a dispute occurs between the UTILITY and the STATE at any time during the prosecution of the Work, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share the cost of a mediator or arbiter.
- 7.3 **Venue:** 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 Thurston County, Washington. Each Party shall be responsible for its own attorney's fees and costs.

7.4 Termination:

7.4.1 Unless otherwise provided herein, the UTILITY may terminate this Agreement upon thirty (30) calendar days written notice to the STATE. If this Agreement is terminated by the UTILITY prior to the fulfillment of the terms stated herein, the UTILITY shall reimburse the STATE for all actual direct and related indirect expenses and costs, including mobilization, construction engineering, contract administration and overhead costs, incurred up to the date of termination associated with the UTILITY Work, as well as the cost of non-cancelable obligations, including any redesign, reengineering or re-estimating, if necessary, to delete the Work, and contractor claims, if any, payment in accordance with Section 3. Further, the UTILITY acknowledges and agrees that should it terminate this Agreement, such termination shall not relieve the UTILITY from its responsibility to design, remove, relocate and/or construct its facilities so as not to delay or conflict with the STATE's Project. The STATE agrees to provide to the UTILITY all Work-related documents upon final payment by the UTILITY.

7.4.2 Unless otherwise provided herein, the STATE may terminate this Agreement upon thirty (30) calendar days written notice to the UTILITY. Should the STATE terminate this Agreement, the UTILITY shall reimburse the STATE for all actual direct and related indirect expenses and costs, including mobilization, construction engineering, contract administration and overhead costs, incurred by the STATE up to the date of termination associated with the UTILITY Work. The UTILITY acknowledges and agrees that should the STATE terminate this Agreement, such termination shall not relieve the UTILITY from its responsibility to design, remove, relocate and/or construct its facilities so as not to delay or conflict with the STATE's Project. The STATE agrees to provide to the UTILITY all Work-related documents upon final payment by the UTILITY.

7.5 Amendments: 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.

7.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.

7.7 Audit and Records: 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 Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the other Party, State of Washington, and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

7.8 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

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

UTILITY

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

**UTILITY CONSTRUCTION AGREEMENT UT _____
WORK BY STATE - ACTUAL COST**

EXHIBIT A

SPECIFICATIONS & SPECIAL CONSIDERATIONS

UT _____
**UTILITY DESIGN AND CONSTRUCTION AGREEMENT
I-405/NE 116TH STREET INTERCHANGE AND STREET IMPROVEMENT PROJECT**

**WORK BY STATE
UTILITY COST**

**EXHIBIT "A"
SCOPE OF WORK, SPECIFICATIONS and SPECIAL PROVISIONS**

This Agreement provides for the State to deactivate approximately 120' of existing Utility owned water main within the intersection of NE 116th Street and 120th Ave NE within WSDOT Limited Access. The Agreement also provides for the State to install approximately 90' of new 16" Utility to own water main within the intersection of NE 116th Street and 120th Ave NE within WSDOT Limited Access. These water system improvements will be installed as part of the 116th project. This work is located west of I-405 on City of Kirkland property within WSDOT Limited Access.

1. DESCRIPTION OF WORK

The scope of work covered by this Agreement includes: deactivating approximately 120' of existing Utility owned water main and deactivating 4 existing water valves, installing approximately 90' of new 16" Utility to own water main and installing 3 new 16" water valves and one new 20" water valve and all associated testing and flushing, procuring any governmental permits or licenses for the work, utility design, and creating as-built records. The work will be performed during the 116th project to utilize the traffic control and other access that will be available in the intersection of NE 116th Street and 120th Ave NE.

The costs for such work will be borne by the Utility.

2. WORK TO BE PERFORMED BY THE UTILITY

The Utility shall perform all work similar to what they perform for the other water main work on the State's I-405/NE 116TH STREET INTERCHANGE AND STREET IMPROVEMENT project, including but not limited to reviewing utility designs, operating water valves, and observing pressure and purity testing.

The Utility shall not impact the State's I-405/NE 116TH STREET INTERCHANGE AND STREET IMPROVEMENT project.

The costs for such work will be borne by the Utility.

3. WORK TO BE PERFORMED BY THE STATE

The State will design approximately 90' of 16" new water main and three new 16" water valves and one new 20" water valve.

The State will include this work in the 116th STREET INTERCHANGE AND STREET IMPROVEMENT project using a separate bid item.

The State, through its Contractor will deactivate approximately 120' of existing Utility owned water main, and install approximately 90' of new 16" diameter Utility to own water main, procure any governmental permits or licenses for the work, and create as-built records.

Costs for such work will be borne by the Utility. An estimated cost of work is provided in Exhibit B.

4. ACCOUNTING SYSTEM

Cost records shall be maintained in accordance with a work order accounting procedure prescribed by the Washington Utilities and Transportation Commission in its uniform system of accounts.

5. WORK BY CONTRACT

The work shall be performed by the State's Contractor for the I-405/NE 116TH STREET INTERCHANGE AND STREET IMPROVEMENT project.

6. BETTERMENTS

The work involved does not contain a betterment.

7. EASEMENTS

The work is on City of Kirkland property within WSDOT Limited Access.

8. RIGHT OF ENTRY

The State and Utility hereby grant a reciprocal and limited right of entry upon all lands in which the State and Utility have an interest for the sole and specific purpose of performing the I-405 project and utility relocation work.

**UTILITY CONSTRUCTION AGREEMENT UT _____
WORK BY STATE - ACTUAL COST**

EXHIBIT B

ESTIMATE OF COSTS

UTILITY CONSTRUCTION AGREEMENT
Work byState - Utility Cost
Water main Relocation

EXHIBIT "B"
Actual Cost

**Cost Estimate for STATE Services to relocate the City of Kirkland Watermain
I-405/NE 116th Street Interchange and Street Improvement**

<u>Construction Tasks</u>	<u>Unit</u>	<u>Amount</u>	<u>Quantity</u>	<u>Cost</u>
Construction Costs (Materials & Labor)				
90 LF - 16" D.I. Pipe	lf	\$83.00	90	\$7,470.00
3-16" gate valves	ea	\$6,500.00	3	\$19,500.00
1-20" gate valve	ea	\$12,600.00	1	\$12,600.00
Shoring or Extra Excavation Class B = assumed 5' depth (36" min/60" max.) x 90 LF = 450 SF @ \$1.50 / SF = \$1,000	sf	\$1.50	450	\$675.00
	Construction Subtotal			\$40,245.00
Mobilization = 10% of Construction Costs				\$4,024.50
	Construction Subtotal (including mobilization)			\$44,269.50
	Sales Tax = 9.5%			\$4,205.60
	Construction Subtotal (including Tax)			\$48,475.10
WSDOT Construction Administration 10%				\$4,847.51
As-Builts for Waterline				\$1,500.00
Construction Contingency 4%				\$1,939.00
Estimated Construction Costs				\$56,761.62
Design:				
	Estimated Engineering (PE) 10% of Estimate			\$4,847.51
	Agreement Subtotal			\$61,609.13
	Indirect Cost 9.58%			\$5,902.15
Agreement Total				\$67,511.28

**UTILITY CONSTRUCTION AGREEMENT UT _____
WORK BY STATE - ACTUAL COST**

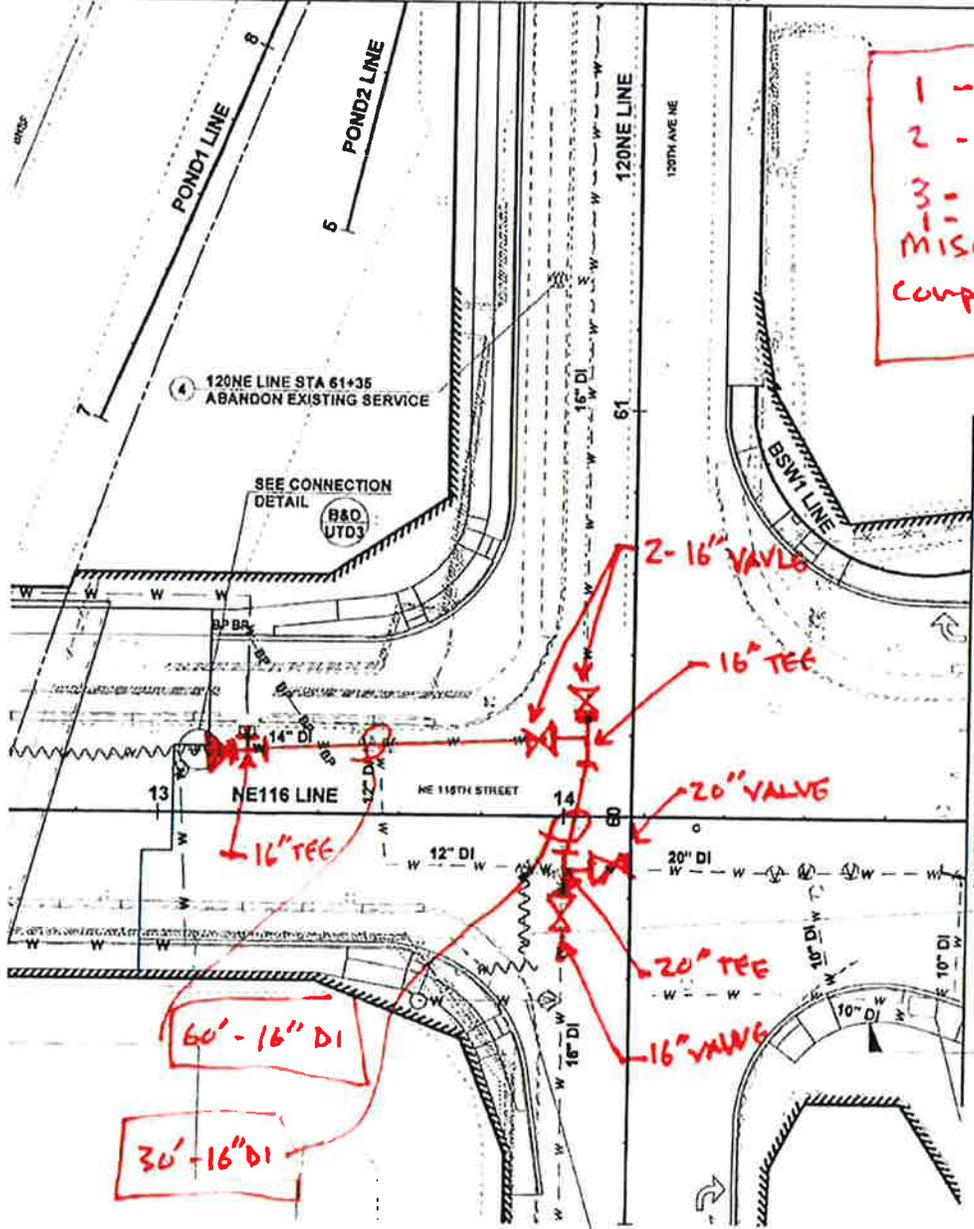
EXHIBIT C

PLANS

T. 26N. R. 5E. W.M.

MATCHLINE STA 62+00 SEE UT8

1 - 20" TEE
 2 - 16" TEE
 3 - 16" VALVES
 1 - 20" VALVE
 MISC. SPOOLS AND
 COUPLERS TO MAKE CONNECTION



60' - 16" DI
 30' - 16" DI

MATCHLINE STA 15+00 SEE UT4

NE116 LINE STA 13+90.84 (2)
 ABANDON EXISTING WATER MAIN
 REMOVE EXISTING HYDRANT ASSEMBLY
 1 - 6" BLIND FLANGE, CAP OR PLUG
 1 - CONCRETE THRUST BLOCKING

NE116 LINE STA 14+97.07 (45.87' RT) (3)
 ADJUST WATER VAULT TO FINISHED GRADE
 CONTRACTOR SHALL NOTIFY THE ENGINEER
 TWO WORKING DAYS PRIOR TO OPENING
 INTRUSION ALARM LOCATED AT THE ACCESS

NE116 LINE STA 13+65.82 (45.78' RT) (1)
 1 - CONCRETE THRUST BLOCKING
 1 - 16"x16"x6" TAPPING TEE AND VALVE BOX
 DUCTILE IRON PIPE FOR WATER MAIN 6" DIAM.
 1 - HYDRANT ASSEMBLY
 SEE CK PLAN NO. CK-W.14

100% SUI
 NOT FOR COI

FED.AID PROJ.NO.				<p>I-405 NE 116TH STREET INTERCHAN AND STREET IMPROVEMENT PRO</p>
LOCATION NO.	DATE	HNTB/HDR/PARSONS	Department of Transportation	UTILITY PLAN