



<b>Utility Construction Agreement</b>		Utility Name and Address
Work by State - Utility Cost		Alderwood Water and Wastewater District 3626 156th Street SW Lynnwood, WA 98087
Agreement Number UTB 1107	Region Northwest Region	Project Title / Location SR 99 - Lincoln Way Vicinity to Airport Road - Southbound Sidewalk
State Route 99	Mileposts From 51.39 To 51.87	
Estimated Agreement Amount \$ 8,279.68	Advance Payment Amount <input type="checkbox"/> N/A      \$ 1,242	

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 no later than five (5) days after award 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.

**OR**

- 2.4 The UTILITY shall 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 Ten ( 10 ) 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 Ten ( 10 ) working days 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 Eight Thousand Two Hundred Seventy Nine and 68/100 Dollars ( \$ 8279.68 ). 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 When applicable 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 Zero ( 0 ) 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 arbitrator.
- 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

By   
Name JEFF CLARKE  
Title GENERAL MANAGER  
Date 10/11/12

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

By   
Name Catherine George  
Title Engineering Manager  
Date 10/22/12

**UTB 1107  
UTILITY CONSTRUCTION AGREEMENT  
WORK BY STATE  
ACTUAL COST**

**EXHIBIT A  
SCOPE OF WORK**

This project will construct missing sidewalk connectivity links and ADA features to the sidewalk on the west side of SR 99. Improvements to the intersection of SR 99 with Gibson Road including additional signals will drive a series of changes that also affect the sidewalk on the east side of the road.

The Work under this Agreement provides for the STATE's contractor to lower a manhole cover and raise a series of water valve boxes on both sides of SR 99 in sections of the STATE's project. This Work was made necessary by the STATE's project.

**1. SCOPE OF WORK**

1.1 The Work is defined as lowering one manhole cover and raising eighteen (18) water meters boxes within the State's project to the finish grade of the proposed street and sidewalks. The location of the manhole is indicated on page 1 of Exhibit C. The locations of the valve boxes are listed in the upper left corner of each Exhibit C plan sheet and are also called out on the face of the plan sheets.

1.2 The STATE shall furnish all labor, equipment, and materials necessary to administer and construct the Work. The UTILITY may provide inspectors at its own cost if desired.

**2. SPECIFICATIONS**

2.1 The Work will be constructed according to the Washington State Department of Transportation's Standard Specifications: 2012 for Road, Bridge, and Municipal Construction, and amendments thereto, unless otherwise noted.

**3. COST RESPONSIBILITY**

3.1 The UTILITY shall be responsible for the costs of performing the Work. See the Exhibit B for the Cost Estimate for the Work.

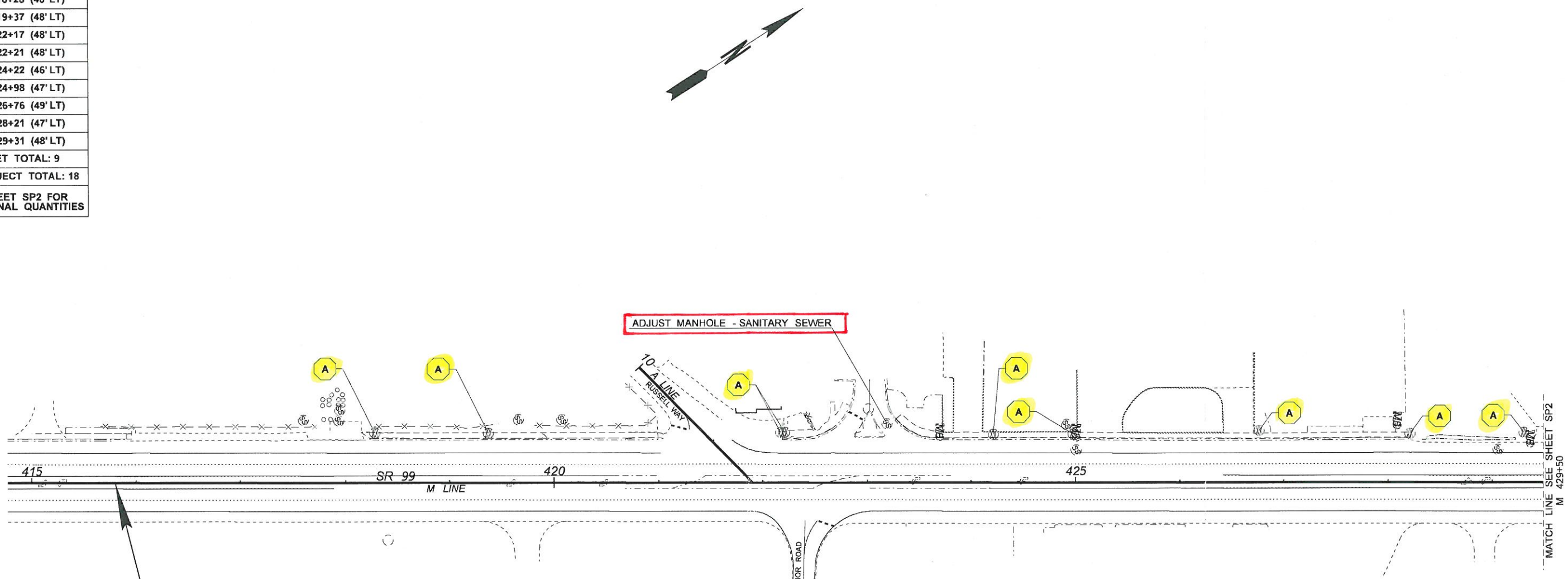
**UTILITY CONSTRUCTION AGREEMENT UTB 1107**  
**EXHIBIT B**  
**WORK by STATE - COST ESTIMATE**  
**SR 99 - Lincoln Way Vicinity to Airport Road - Soundbound Sidewalk**

<b>DESCRIPTION OF WORK:</b>	Raise meters and boxes per COM specification as part of WSDOT SR99 Lincoln Way Vicinity - Airport Road				
<b>Labor</b>					
Adjust Manhole		1	Rate:	\$ 500.00	\$500.00
Adjust Valve Box		18	Rate:	\$ 270.00	\$4,860.00
<b>Labor Total</b>					<b>\$5,360.00</b>
Mobilization @ 10%					\$536.00
Construction Engineering @ 16%					\$857.60
Overhead @ 11.07%					\$593.35
Contingency @ 4%					\$214.40
<b>Subtotal</b>					<b>\$7,561.35</b>
Sales Tax @ 9.5%					\$718.33
<b>Grand Total</b>					<b>\$8,279.68</b>



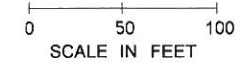
<b>A</b>	ADJUST VALVE BOX LOCATIONS
STATION & OFFSET	
M 418+28	(48' LT)
M 419+37	(48' LT)
M 422+17	(48' LT)
M 424+21	(48' LT)
M 424+22	(46' LT)
M 424+98	(47' LT)
M 426+76	(49' LT)
M 428+21	(47' LT)
M 429+31	(48' LT)
SHEET TOTAL: 9	
PROJECT TOTAL: 18	
SEE SHEET SP2 FOR ADDITIONAL QUANTITIES	

**GENERAL NOTES:**  
 1. LOCATIONS SHOWN ARE APPROXIMATE ONLY.



**BEGIN STPE-0099(110)**  
**BEGIN CM-0099(110)**  
**BEGIN HSIP-0099(110)**  
**BEGIN PROJECT**  
**SR 99 MP 51.39**  
**STA M 415+80**

LEGEND	
- x - x - x - x -	EXISTING FENCE
o	EXISTING BOLLARD
MB	EXISTING MAILBOX
- - - - -	EXISTING DITCH
⊕	EXISTING JUNCTION BOX
⊕	EXISTING VALVE BOX
⊕	EXISTING MANHOLE
- - - - -	EXISTING SIDEWALK
- - - - -	EXISTING CURB
- - - - -	EXISTING PAVEMENT EDGE
- - - - -	EXISTING RETAINING WALL



FILE NAME: T:\412335XL3753-SR 99 Lincoln Way to Airport Rd Sidewalk & Signal\CAD\Utility Info\XL3753_UT Relocations.dgn				FED.AID PROJ.NO.				SR 99 LINCOLN WAY VIC TO AIRPORT RD VIC SB SIDEWALK & TRAFFIC SIGNAL AWWD UTILITIES TO BE ADJUSTED		PLAN REF NO SP1												
TIME: 4:10:24 PM	DATE: 9/12/2012	PLOTTED BY: labolt	DESIGNED BY:	ENTERED BY:	CHECKED BY:	PROJ. ENGR.	REGIONAL ADM.	REGION NO. 10	STATE WASH	JOB NUMBER 12A014	LOCATION NO.	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
REVISION				DATE		BY		P.E. STAMP BOX		P.E. STAMP BOX		P.E. STAMP BOX		P.E. STAMP BOX		P.E. STAMP BOX		P.E. STAMP BOX		P.E. STAMP BOX		

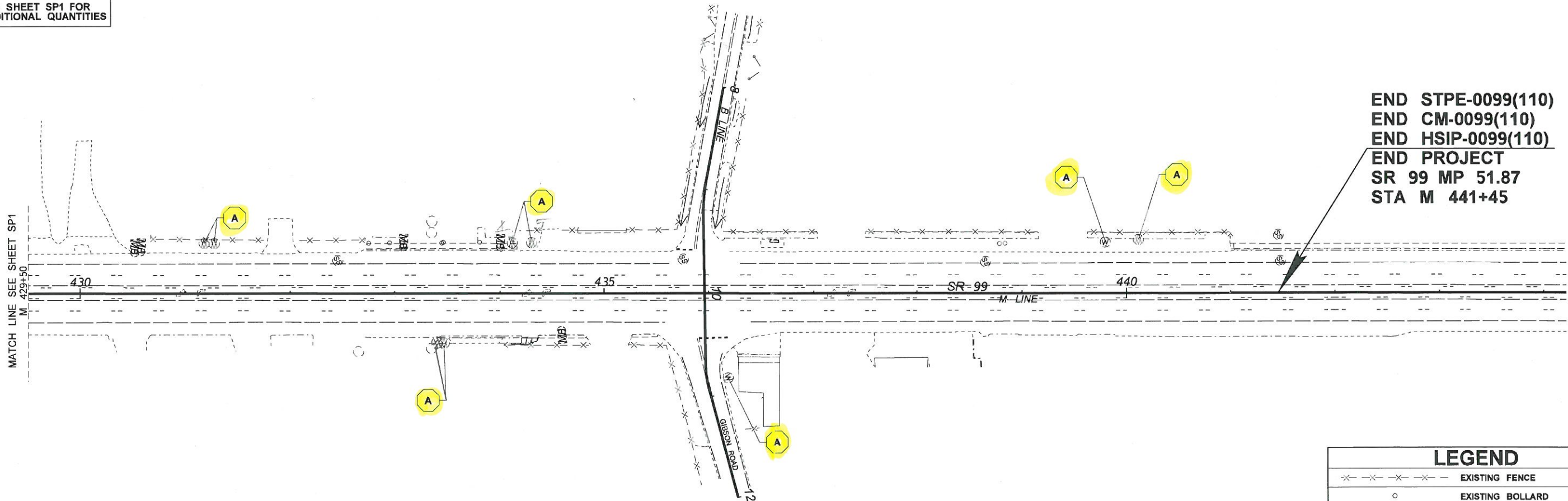
UTB 1107

EXHIBIT C

PAGE 2 OF 2

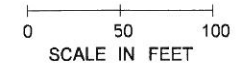
<b>A</b>	<b>ADJUST VALVE BOX LOCATIONS</b>
<b>STATION &amp; OFFSET</b>	
M 431+18	(48' LT)
M 431+27	(48' LT)
M 433+37	(48' RT)
M 434+12	(49' LT)
M 434+31	(49' LT)
M 439+80	(49' LT)
M 440+11	(52' LT)
B 10+85	(20' LT)
M 433+47	(48' RT)
<b>SHEET TOTAL: 9</b>	
<b>PROJECT TOTAL: 18</b>	
SEE SHEET SP1 FOR ADDITIONAL QUANTITIES	

**GENERAL NOTES:**  
1. LOCATIONS SHOWN ARE APPROXIMATE ONLY.



**END STPE-0099(110)**  
**END CM-0099(110)**  
**END HSIP-0099(110)**  
**END PROJECT**  
**SR 99 MP 51.87**  
**STA M 441+45**

LEGEND	
— x — x — x — x —	EXISTING FENCE
o	EXISTING BOLLARD
MB	EXISTING MAILBOX
— > —	EXISTING DITCH
⊕	EXISTING JUNCTION BOX
⊕	EXISTING VALVE BOX
⊕	EXISTING MANHOLE
---	EXISTING SIDEWALK
---	EXISTING CURB
---	EXISTING PAVEMENT EDGE
---	EXISTING RETAINING WALL



FILE NAME T:\412335\XL3753-SR 99 Lincoln Way to Airport Rd Sidewalk & Signal\CAD\Utility Info\XL3753 UT Relocations.dgn		REGION NO. STATE		FED.AID PROJ.NO.				SR 99 LINCOLN WAY VIC TO AIRPORT RD VIC SB SIDEWALK & TRAFFIC SIGNAL AWWD UTILITIES TO BE ADJUSTED		PLAN REF NO
TIME 4:10:25 PM	DATE 9/12/2012	10	WASH							SP2
PLOTTED BY labolt	DESIGNED BY	JOB NUMBER 12A014		LOCATION NO.				SHEET OF SHEETS		
ENTERED BY	CHECKED BY	CONTRACT NO.		DATE		DATE				
PROJ. ENGR.	REGIONAL ADM.	REVISION	DATE	BY	P.E. STAMP BOX		P.E. STAMP BOX			

EXHIBIT C-2



**Washington State**  
**Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

**Northwest Region**  
15700 Dayton Avenue North  
P.O. Box 330310  
Seattle, WA 98133-9710

206-440-4000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

October 8, 2012

Bob Hastings  
Alderwood Water and Wastewater District  
3626 156<sup>th</sup> Street SW  
Lynnwood, WA 98087

Subject: SR 99

Lincoln Way Vicinity to Airport Road Southbound Sidewalk – 51.39 to  
MP 51.87  
Utility Construction Agreement UTB 1107 with Alderwood Water and  
Wastewater District

Dear Mr. Hastings:

Attached are two originals of Utility Construction Agreement UTB 1107 for the SR 99/Lincoln Way Vicinity to Airport Road – Southbound Sidewalk highway construction project. This agreement will reimburse the State for the agreed to Alderwood Water and Wastewater District's (AWWD) responsibility costs for lowering one manhole cover and raising 18 water valve boxes owned by AWWD.

Please sign both originals where indicated and return them to me for our signature. We will return an executed original to you for your records.

If you have any questions or require additional information contact John Curry at [curryjo@wsdot.wa.gov](mailto:curryjo@wsdot.wa.gov) or by phone at (206) 440-4136. An alternate contact person is Heba Awad, email: [AwadH@wsdot.wa.gov](mailto:AwadH@wsdot.wa.gov), phone: (206) 440-4131.

Sincerely,

Donald K. Wills II  
Northwest Region Utilities/Railroad Engineer

DKW:jbc  
Enclosures

cc: Electronic file