



February 1, 1999

Alderwood Water District  
3626 156<sup>th</sup> St. S.W.  
Lynnwood, WA 98037  
Attn: Brigitte McCarty

Subject: SR 525 0L-2299  
SR 99 to SR 526  
MP 3.41 to MP 6.04  
Adjustment of Manholes/Vaults/Valve Boxes

Dear Ms. McCarty

The State is planning construction of the above referenced project and Alderwood Water District (hereafter referred to as the UTILITY) is known to have valve boxes within the area of this project which will require adjustment to match the new pavement elevation. The State considers such items to be an integral part of the roadway and as such will make said adjustment, within the State contract, at the expense of the UTILITY, as detailed below. Your Contracting Officer's Signature within the ACCEPT signature block and return of the letter by March 1, 1999, signifies that your organization agrees to allow the State to make such adjustment(s) to your facility(ies), at the lump sum cost shown in the ACCEPT block.

If the UTILITY elects to perform the adjustment(s) itself, complete the REJECT signature block and return the letter by March 1, 1999. The UTILITY will then be subject to the following provisions for any such adjustments:

- A) The UTILITY will coordinate the adjustment(s) of its facility(ies) with the State's contractor prior to the start of paving of the roadway.
- B) Any contact with the State's Contractor shall be through the State's Construction Project Engineer.
- C) The UTILITY **may not**, once a vault, manhole, or valve box is covered with pavement, go in and uncover any item so covered (unless it is in coordination with the State's contractor) without first acquiring prior written approval to proceed from the WSDOT Construction Project Engineer (or the appropriate Maintenance Superintendent, if construction is completed). A copy of the written request for approval shall be supplied to the WSDOT Region Utilities section.
- D) Should the UTILITY elect to adjust its facilities, without State contractor coordination, the UTILITY will be subject to the following additional provisions:
  - i) The UTILITY shall be responsible for coordination with a State inspector, through the State's Construction Project Engineer or Maintenance Superintendent and for submission of a traffic control plan for State approval, prior to performance of the work. The State inspector will inspect the adjustment of the **(manholes, vaults and/or valve boxes)** in order to insure that the State roadway is restored to the condition that existed prior to uncovering of the item(s) and to verify that approved traffic control is utilized.
  - ii) The UTILITY will obtain all necessary permits and noise variances which may be required in order to perform the adjustment(s). The UTILITY shall provide the State with copies of such items prior to performing said adjustment(s).

iii) The UTILITY agrees to reimburse the State all direct and related indirect costs for all State inspector and other charges related to adjustment of the UTILITY **(manholes, vaults and/or valve boxes)**, for which the UTILITY is billed by the State.

iv) The presence of a State inspector or State approval of the traffic control plan does not reduce the liability of the UTILITY nor increase the liability of the State for the work to be performed.

v) Whether or not the UTILITY obtained prior written approval, should the UTILITY fail (in the opinion of the State inspector) to restore the pavement to original condition following adjustment of their facility(ies), the State, at its option, may restore the pavement to such condition. The UTILITY agrees to reimburse the State for all direct and related indirect costs for the State to restore the pavement.


vi) Until payment for such inspection and/or restoration is made by the UTILITY, the State may withhold the issuance of any new Franchises or Permits to the UTILITY.

Failure to fully respond to this letter will result in your **(manholes, vaults and/or valve boxes)** being covered with pavement and subject to the above provisions and costs to restore the UTILITY's **(manholes, vaults and/or valve boxes)** to accessibility.

#### Legal Relations:

The UTILITY shall indemnify and hold the State of Washington Department of Transportation (herein referred to as the State) and its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the State arising out of, in connection with, or incident to the performance of the referenced adjustments and/or the UTILITY's performance or failure to perform any aspect of the work of adjustment. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the UTILITY and (b) the State, its agents, employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the UTILITY, and Provided further, that nothing herein shall require the UTILITY to hold harmless or defend the State, its agents, employees and/or officers from any claims arising from the sole negligence of the State, its agents, employees, and/or officers. These legal relations shall apply whether the State or the UTILITY performs the adjustments.

Sincerely,

  
FOR

RICHARD L. ANDERSON

NW Region Utilities/Railroads Engineer

#### ACCEPT:

As the undersigned representative of the UTILITY, I agree to allow the State to adjust any **(manholes, vaults, and/or valve boxes)** owned by the UTILITY within the area to be paved and within the referenced project limits. I agree to reimburse costs of adjustment, **including** materials, to the State at the lump sum of:

\$ 150.00	per valve box for	59	valve boxes	Total	\$ 8,850.00
	per manhole for		manholes	Total	\$ -
	per vault for		vaults	Total	\$ -
			Subtotal		\$ 8,850.00
			W A State Sales Tax @ 8.3 %		\$ 734.55
			Subtotal		\$ 9,584.55
			Construction Engineering @ 15 %		\$ 1,437.68
			Indirect Costs @ 8.68 %		\$ 831.94
			TOTAL Lump Sum Cost		\$ 11,854.17

the adjustments will be billed at the conclusion of the work at the above lump sum amount, through the Construction Project Engineer or Maintenance Superintendent.

Accepted By (Signature):

Donna Cross

By (Print):

DONNA CROSS

Title

Commissioner

Date:

2-16-99

**REJECT:**

As the undersigned representative of the UTILITY, I do not agree to allow the State to adjust any UTILITY owned (**manholes vaults and/or valve boxes**) within the area to be paved within the referenced project limits. The UTILITY agrees to perform such adjustments within the provisions set forth in this letter.

Rejected By (Signature):

By (Print):

Title:

Date:

Please return all three numbered sheets to:

W.S.D.O.T.

NW Region Utilities, MS 113

15700 Dayton Ave. N.

P.O. Box 330310

Seattle, WA 98133-9710

Please, initial on those pages which do not bear your signature, to acknowledge receipt of all of the information. Prior to returning this letter of understanding make a copy for your records and reference.

The Construction Project Engineer for this project will be:

W.S.D.O.T.

Pat McCormick

1715 228<sup>th</sup> St. SE, Suite 106

Bothell, WA 98021

Phone# (206) 368-4493

The Maintenance Superintendent for this project area is:

W.S.D.O.T.

David Pierce

709 N Broadway, Box 627

Everett, WA 98206

Phone# (425) 339-1780

If you have any questions or require additional information, you may contact Chris Gray at (206) 440-4442.

CG:cg

file:

c: C.L.George/Bruce Johnson