

**Utility Relocation Agreement  
Between Ronald Wastewater District and Sound Transit  
(for Lynnwood Link Project)**

This Utility Relocation Agreement (“Agreement”) is made effective as of the date of the last signature hereto by and between Ronald Wastewater District, a Washington municipal corporation (“Utility”), and the Central Puget Sound Regional Transit Authority, a regional transit authority (“Sound Transit”). Utility and Sound Transit are sometimes referred to in the singular as “Party” or in the plural as “Parties.”

**RECITALS**

- A. Sound Transit is a regional transit authority authorized to plan, design, construct, operate and maintain the Lynnwood Link Extension Project, an extension of the regional light rail system.
- B. The Sound Transit Board adopted Resolution 2015-05, selecting the route, profile, and stations for the Lynnwood Link light rail extension on April 23, 2015. This action defined and selected the light rail alignment, profile, stations, and associated infrastructure to be built between the Northgate Transit Center and the Lynnwood Transit Center (“Project”). This action established the project definition for the Federal Transit Administration and the Federal Highway Administration National Environmental Policy Act Records of Decision (“ROD”), issued July 10, 2015 and August 31, 2015, respectively.
- C. Utility owns utility facilities within certain public right-of-way and easement areas that are in conflict with the Project, and the relocation or adjustment of those utility facilities has been requested by Sound Transit.
- D. The Parties desire to establish herein the terms and conditions under which the modification or removal and relocation of the utility facilities within public right-of-ways and private easements will be performed consistent with the scheduling for the construction work for the Project.
- E. The Parties desire to establish herein the terms and conditions under which Sound Transit will reimburse Utility for the design of plans, engineering, applicable permitting, coordination of work, procurement of easements, construction and other necessary tasks related to the modification, removal and/or relocation of Utility’s facilities for Sound Transit’s Project.
- F. This Agreement provides for the Parties to execute task orders prior to the commencement of the design of plans, engineering, applicable permitting, coordination of work, procurement of easements, construction and other necessary tasks related to the modification, removal and/or relocation of Utility’s facilities to be performed by each Party.

NOW, THEREFORE, in consideration of the mutual benefits provided herein, the Parties agree as follows:

## 1. Definitions

(a) **“Agreement”** means this Utility Relocation Agreement.

(b) **“Betterments”** are improvements to the Utility Facilities the Utility may elect to include in the Relocation Work that are not necessary to restore the operational capabilities of the relocated Utility Facilities or provide like-kind replacements. Examples of Betterments include the addition of more conduits for future service or increasing cable size or improvements to the Utility Facilities that are not necessary to functionally restore the operational capabilities of the Utility Facilities or provide like kind replacements.

Betterments do not include components of Relocation Work involving additions and improvements to the Utility Facilities if such additions or improvements are:

- (1) replacement devices or materials that are of equivalent standards although not identical;
- (2) replacement of devices or materials no longer regularly manufactured with next highest grade or size;
- (3) required under governmental regulatory statutes or appropriate regulatory commission code; or
- (4) required to accommodate the Project or the Relocation Work; or
- (5) required by current design practices regularly followed by the Utility in its own work.
- (6) an upgrade required by a change in the minimal applicable requirements of Utility’s standards, industry standards, or law; or replacement of facilities no longer regularly manufactured or available with the next highest grade or size.

(c) **“Betterment Cost”** is the incremental cost to provide a Betterment.

(d) **“Changed Site Condition”** means (a) subsurface or latent physical conditions at the relocation work site which differ materially from the conditions indicated in the Task Order or (b) unknown physical conditions at the relocation work site of an unusual nature, which differ materially from the conditions ordinarily encountered and generally recognized as inherent in utility relocation or protection work.

(e) **“Designated Representatives”** means the representatives identified in this Agreement in Subsection 11.2 below who will act as the primary means of consultation and coordination between the Parties in connection with the implementation of this Agreement.

(f) **“Effective Date”** means the date of the last signature on this Agreement.

(g) **“Excusable Delay”** means a failure to perform in a timely manner due to events or causes that are not reasonably within the control or contemplation of the Party whose ability to perform is delayed by such events or causes. Without limitation, such events or causes may include: extreme or unusual weather, landslides, lightning, forest fires, storms, floods, freezing, drought, earthquakes, civil disturbances, strikes, or other disturbances associated with labor relations, acts of the public enemy, wars, public riots, breakage, explosion, accident to machinery or equipment (reasonably related to the delayed performance), Changed Site Conditions, the failure of any government entity with jurisdiction over the Relocation Work to issue the required permits or approvals in a timely manner, or other causes outside of the reasonable control or contemplation of a Party.

(h) **“Project”** for the purposes of this Agreement the Project means the Lynnwood Link Extension Project, as approved by the Sound Transit Board through Resolution 2015-05.

(i) **“Relocation Cost”** shall include, the direct and indirect cost and expense incurred by the Utility in connection with the performance of the Relocation Work.

(j) **“Relocation Work”** means all personnel, labor, services, materials, tools, supplies, equipment, goods, transportation, information, drawings, specifications, data, or other items necessary to relocate existing Utility Facilities situated and operating within public right-of-way or private easement, as necessary to resolve construction and operational conflicts caused by the Project. The Relocation Work is expected to be limited to design, engineering, and field inspection services as designated in a Task Order, including reasonable design and engineering services that were necessary for the Relocation Work that were incurred prior to the Effective Date.

(k) **“Task Order”** is a discreet portion of the Relocation Work, which has been so designated and scheduled for implementation by the Designated Representatives pursuant to Sections 3 and 6 of this Agreement. The tasks under a Task Order may include the acquisition of property interests and permits, the construction of a joint trench and infrastructure work, and the relocation of the Utility Facilities including site restoration.

(l) **“Task Order Schedule”** is the schedule to implement a Task Order, as established by the Parties.

(m) **“Utility Facilities”** shall mean those utility networks and systems and their appurtenances owned by the Utility for the purpose of providing sewer service and that are in conflict with the Project.

2. **Term.** The term of this Agreement begins on the Effective Date and ends on the day that the final required payment has been made for the work under this Agreement and its Task Orders, or upon completion all work required by this Agreement.

### 3. **Performance of Relocation Work and Cost Allocation under Task Orders**

3.1 **Relocation Work under Task Orders.** All Relocation Work to be performed by the Utility under this Agreement shall be defined by Task Order completed by the Designated

Representatives and executed by the authorized representatives of the Parties prior to the commencement of the Relocation Work. Each Task Order shall contain either a cost estimate or a fixed cost amount for the Relocation Work to be performed by the Utility. Each Task Order issued under this Agreement shall be subject to the terms and conditions of this Agreement.

**3.2 Work Responsibilities.** Each Task Order shall include, at a minimum, the following elements:

- (a) a written scope of the Design or Relocation Work to be performed by the Utility;
- (b) identification of the responsibilities of each Party for the implementation of the Design or Relocation Work tasks;
- (c) identification of any property rights, temporary easements, permits, and access rights that are required for the Relocation Work;
- (d) identification of any Betterment Costs;
- (e) an estimate of or a fixed cost for the Relocation Costs, excluding any Betterment Costs, to be incurred, including total cost and the itemized cost for each element or task of the Relocation Work;
- (f) a Task Order Schedule, establishing a schedule for performance of the Relocation Work; and
- (g) a plan for coordination of the Utility's Relocation Work with the Sound Transit's Project construction work.

**3.3 Not Used.**

**3.4 Not Used.**

**4 Cost Allocation.** Utility shall be responsible solely for Betterment Costs. Sound Transit shall be responsible for and shall reimburse Utility for all of its Relocation Costs, including the cost of any components of Relocation Work as specified in Sections 1(b) (1) - (6).

## **5. Acquisition of Temporary and Permanent Rights By Sound Transit**

**5.1 Access Rights and Easements and Permits.** Sound Transit will acquire at its cost and expense all of the access rights, temporary construction easements and permanent easements, permits and local approvals necessary for the Relocation Work, unless the Parties have agreed in a Task Order that the Utility will acquire such rights.

**5.1.1** If the Utility Facilities are currently located in an easement and will be relocated to a new easement area, Sound Transit at its cost shall acquire the new easement rights which will be equivalent to the interests that Utility currently holds and sufficient to

accommodate the relocated Utility Facilities. The necessary easements will be transferred to the Utility under a separate agreement, and, if required by Sound Transit as part of the easement exchange, the Utility shall terminate or release the existing easement and release Sound Transit from any further obligation under the easement upon the recording of the new easement. The form of the new easement and other instruments to complete the property transaction will be mutually agreed to by the Parties.

5.1.2 If the Utility Facilities are relocated from an existing public right of way to new public right of way acquired for the Project, the Utility will occupy the new right of way, that is sufficient to accommodate the relocated Utility Facilities, with rights equivalent to the rights the Utility had in the public right of way from which it is relocating.

5.1.3 If the Utility Facilities are relocated from an existing easement to an existing public right of way or a new public right of way acquired for the Project, the Utility will evaluate its easement rights and the value of the right of way rights to determine whether additional compensation is owed from Sound Transit to the Utility to compensate for the easement rights lost as a result of relocating the Facilities to the existing or new public right of way. Disputes regarding compensation will be resolved in accordance with Section 12 (Dispute Resolution).

5.1.4 The permits and local approvals to be acquired shall be those that the Utility determines to be appropriate to its needs.

## **6 Completion of Relocation Work**

**6.1 Performance by Utility.** Utility will perform the Relocation Work as described in the Task Order, according to the schedule mutually agreed by the Parties under the Task Order ("Task Order Schedule") with reasonable diligence in the ordinary course of its business and in light of any operational issues as to the remainder of its utility systems that may be influenced or affected by the Relocation Work.

**6.2 Adjustment to the Relocation Work.** Utility will notify Sound Transit in writing of any reasonably anticipated and necessary adjustments to the Relocation Work (including the schedule for and/or estimated cost of the Relocation Work). Such adjustments and notification thereof may result from (a) revision or modification of Project plans, specification or schedule; delays caused by the performance of Sound Transit (including its agents, servants, employees, contractors, subcontractors or representatives); (b) conditions or circumstances otherwise beyond the control of Utility; (c) repair, maintenance, improvement, renewal or replacement work on Utility's utility systems, which work is necessary or prudent as determined by Utility in its sole discretion; (d) actions taken by Utility which are necessary or consistent with prudent utility practices to protect the performance, integrity, reliability or stability of Utility's utility systems or any systems to which such Utility systems are connected; or (e) other Excusable Delay. The Parties acknowledge that additional requirements not contemplated by the Parties may arise prior to and/or during performance of the Relocation Work. In such event, the Parties will provide prompt written notice thereof and will use good faith reasonable efforts to promptly address such

requirements, including appropriate adjustments to the scope, Task Order Schedule for and/or estimated cost of the Relocation Work.

**6.3 Performance by Sound Transit.** The Parties anticipate that all construction work associated with the relocation of Utility's facilities will be performed by Sound Transit's contractors. The design will be provided by Utility and incorporated into Sound Transit's issued-for-construction plans and specifications. Sound Transit and its contractor, if applicable, shall maintain an appropriate program of commercial insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. Sound Transit will require its contractor/subcontractors to maintain proper insurance applicable to the type and scope of work to be performed under this Agreement, including but not limited to Workers Compensation insurance and Errors & Omissions Liability insurance when appropriate given the scope of work to be performed. Any such commercial insurance that shall be placed in conformance with this Section 6.3, shall be with an insurer with a current A.M. Best rating of not less than "A-" and the Utility shall be added as an additional insured by an endorsement to the policy. Sound Transit will perform its obligations to Utility's reasonable satisfaction, and will notify Utility in writing of any reasonably anticipated inability to perform any of its obligations. In such event, the Parties shall use reasonable efforts to adjust the Relocation Work (including appropriate adjustments to the scope, Task Order Schedule or other schedule, and/or estimated cost of the Relocation Work) to allow Sound Transit to perform such obligations.

**6.4 Archaeology.** If ground-disturbing activities encounter any archaeological materials, work within twenty (20) feet of the discovery shall be immediately suspended and the designated Sound Transit Environmental lead shall be contacted. Any spoils from the discovery shall be protected. Work shall recommence in the discovery area only upon recommendation from the Project archaeologist under contract with Sound Transit.

**6.5 Not Used.**

**6.6 Betterment Work Performed By Sound Transit for Utility:**

If a Task Order provides for the construction of a Betterment by Sound Transit for the Utility, the parties may negotiate a lump sum payment for the cost based on the Parties' independent cost estimates. Betterments must meet the Utility's design specifications. Sound Transit shall invoice the Utility at a location to be set forth in the Task Order using the same invoicing and payment terms as described in Subsection 7.3.

## **Section 7 Payment and Accounting**

**7.1 Invoices.** The Utility will invoice all work on a periodic basis that shall be no more frequently than monthly or at the completion of a Task Order at the discretion of the Utility. Invoices shall be provided to Sound Transit at [AccountsPayable@SoundTransit.org](mailto:AccountsPayable@SoundTransit.org), and to the following address:

Accounts Payable  
Sound Transit  
401 South Jackson Street  
Seattle, WA 98104

**7.2 Actual Expenses Reimbursement or Fixed Cost.** Utility may, at the Utility's discretion, negotiate Task Orders with Sound Transit on either an actual expenses reimbursement basis or a fixed cost basis. Utility's invoices will be submitted with the following documentation: (1) a progress report or work statements, (2) invoices for support services and materials, (3) certification by Utility that the services have been satisfactorily rendered, and (4) copies of original bills, invoices, expense accounts, and supporting data including, but not limited to labor costs (totals), material cost, equipment costs and administration costs. If a Task Order provides for a fixed cost sum, Utility will only provide the following documents in support of its invoice: (1) a progress report or work statements, and (2) certification by Utility that the services have been satisfactorily rendered.

**7.3 Payment.** Payment of any such invoice shall be due within thirty (30) days of the date such invoice is received unless Sound Transit provides a written statement indicating the basis that such invoice cannot be processed, for example insufficient cost documentation. Any undisputed invoice not paid when due will bear interest at the rate of twelve percent (12%) per annum from the date due until the date paid, or the maximum allowed by law whichever is less.

## **Section 8. Supervision, Coordination and Inspection of Relocation Work**

**8.1 Supervision.** The Utility shall be responsible for initiating, maintaining and supervising Relocation Work performed by the Utility pursuant to this Agreement.

**8.2 Coordination.** Each Party shall seek to coordinate their respective responsibilities arising under this Agreement in order to facilitate the Utility's Relocation Work under each Task Order. As specified in a Task Order a Party may be required to provide the other Party with written notice of any work, work areas, goods, services or other items required from the other Party in order to prosecute a Relocation Work in an orderly manner.

**8.3 Inspection.** Sound Transit shall provide Utility with reasonable access to inspect work performed under each Task Order.

**8.4 Infrastructure Work - Inspection and Acceptance.** If the Parties arrange for Sound Transit to perform infrastructure work pursuant to a Task Order, the Utility will cooperate in providing timely inspections so that progress of the Sound Transit construction work is not delayed. The Task Order may incorporate other procedures regarding inspection and acceptance of the infrastructure work performed by Sound Transit.

## **Section 9. Cost Estimates, Cost Overruns and Adjustments**

**9.1 Estimate.** When a Task Order provides for reimbursement of the Utility on an actual expense basis, the Utility shall provide a good faith estimate of the costs to perform the Relocation Work associated with the Task Order. The Parties agree that the Utility's cost estimate for the Relocation Work associated with the Task Order (and any revisions thereof) is an estimate only and that the Utility shall be entitled to reimbursement of all actual costs incurred or allocable to the performance of the Relocation Work associated with the Task Order (and any revisions thereof).

**9.2 Costs in Excess of Estimate.** The Utility shall exercise its best efforts to keep the cost of Relocation Work assigned to it in a Task Order within the cost estimate for such work. The Utility shall use reasonable efforts to monitor its actual costs incurred during the performance of the work. The Utility will notify Sound Transit when its actual work costs have reached seventy-five percent (75%) of the estimate included in a Task Order. If the Utility determines that reimbursable Relocation Costs or reimbursable Betterment Costs are likely to exceed the estimate by more than twenty percent (20%), the Utility will so notify Sound Transit in writing and submit a revised cost estimate for review, approval and adoption by the by Parties' designated representatives as an amendment to this Agreement.

## **10. Availability of Records and Audit**

Each Party shall establish and maintain accounts corresponding to their respective financial obligations arising under this Agreement, and such accounts shall be established and maintained in accordance with generally accepted, accounting principles and practices. A Party shall have the right, on an annual basis throughout the Term and for a period of three (3) years after final payment is made under this Agreement, to request an audit and examination of such accounts, bookkeeping, and related records. A Party shall provide the other Party, or its agents, with reasonable and customary access for inspection of such accounts and records within thirty (30) days of such request.

## **11. Designated Representatives**

**11.1** Each Party identifies the following Designated Representatives below, who shall be responsible for coordinating the work and communications related to this Agreement. The Parties reserve the right to change Designated Representatives, by written notice to the other Party.

### **11.2 Designated Representatives and Contact Information:**

<b>Utility:</b>	<b>Mark E. Gregg</b> General Manager (206) 546-2494 mgregg@ronaldwastewater.org 17505 Linden Ave N Shoreline, WA
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**Sound Transit: Paul Riemann**  
Civil Engineering Supervisor (Utilities)  
(206) 903-7013  
paul.riemann@soundtransit.org  
401 S. Jackson St.  
Seattle, WA 98104

## **12. Dispute Resolution**

**12.1 Notice of Dispute.** Designated Representatives shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. Each Party shall notify the other in writing of any problem or dispute the Party believes needs formal resolution. This written notice shall include: a description of the issue to be resolved; a description of the difference between the Parties on the issue; and a summary of steps taken by Designated Representative to resolve the issue.

**12.2 Dispute Process.** Designated Representatives of the Parties shall meet or confer by telephone within seven (7) business days of receiving the written notice or as soon as practicable, and attempt to resolve the dispute. In the event the Designated Representatives cannot resolve the dispute within a reasonable time given the dispute (and that dispute is not subject to some other formal appeal process), Sound Transit's Executive Director of Design Engineering and Construction Management or his/her designee and Utility's General Manager or his/her designee shall meet within seven (7) business days of receiving notice from a Designated Representative of either party and engage in good faith negotiations to resolve the dispute. The Parties agree that any resolution may require one or both Parties to seek approval from its governing board(s).

**12.3 Exhaustion.** A Party shall have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps is exhausted.

## **13. Insurance**

**13.1** Each Party shall maintain an appropriate program of commercial insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities applicable to the type and scope of work to be performed under this Agreement, including but not limited to Workers Compensation insurance and Errors & Omissions Liability insurance when appropriate given the scope of work to be performed. Sound Transit will require its Contractor(s) to add the Utility as an additional insured under the Contractor's general liability insurance policies.

**13.2 Work around Railroad Tracks.** Whenever any work is performed within fifty (50) feet of railroad tracks or upon a railroad right-of-way (including, if applicable, excavation of soil or use of heavy machinery), a Railroad Protective Liability Insurance policy may be required by the railroad. If required, Utility, Sound Transit or Sound Transit's contractor will have such policy issued in the name of the railroad with such limits as required by the railroad for bodily injury, property damage or physical damage to property. This insurance policy will be in form and substance satisfactory to the railroad prior to the entry upon or use of the railroad property.

## **14. Warranty, Disclaimers, Risk of Loss, and Limitation of Liability**

**14.1 Warranty for facilities installed by Sound Transit but owned by Utility.** Sound Transit's Contract Documents provide for a one-year warranty period for facilities installed by its contractor. Sound Transit will assign its one-year warranty to the Utility and the Utility shall be responsible for the enforcement of such warranty.

**14.2 Disclaimers.** Neither Party makes any representations or warranties of any kind, express or implied, with respect to the Relocation Work or other items or services provided under this Agreement including, but not limited to any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing or usage of trade.

**14.3 Risk of Loss.** Each Party acknowledges that it retains the risk of loss for, loss of (including, without limitation, loss of use), or damage to its real and personal property affected by the performance of the Relocation Work, except for loss caused by the negligence of the other Party, and its contractors, employees, agents, and consultants.

**14.4 Limitation of Liability for Indirect, Incidental, Special or Consequential Damages.** In no event shall either Party be liable, whether in contract, warranty, tort or otherwise, to the other Party or to any other entity or person for any indirect, incidental, special or consequential damages arising out of performance or nonperformance of the Relocation Work or this Agreement.

## **15. Indemnity**

**15.1** Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which are caused by the indemnifying Party.

**15.2** No Party shall be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the negligence of the Party seeking indemnification.

**15.3** Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

**15.4** Each Party agrees that its obligations under this indemnification 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, each Party, by mutual negotiation, hereby waives, 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.

**15.5** In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party.

**15.6** This indemnification shall survive the expiration or earlier termination of this Agreement for the period of the applicable statute of limitations.

## **16. General Provisions**

**16.1 No Precedent.** The terms and conditions of this Agreement are not intended and shall not be used to establish any precedent for any future relocations requested by Sound Transit in any other location, since different franchises, permits or governing laws may apply to other locations.

**16.2 Breach.** If a Party is in material breach of or fails to perform the terms and provisions of this Agreement subject to the provisions of Section 6.1, and such failure continues for a period for thirty (30) days after written notice from the other Party (or if such failure is not susceptible of a cure within such thirty (30) day period, cure has not been commenced within such thirty (30) day period and diligently pursued thereafter to completion) then such non-defaulting Party may, (a) terminate this Agreement, and (b) pursue any remedies it may have under applicable law or principles of equity relating to such default, including an action for damages, specific performance and/or injunctive relief. Where the non-defaulting Party pursues an action for damages or otherwise, such Party shall be entitled to reasonable attorneys' fees, court costs and associated expenses in any prevailing action, if awarded in such action.

**16.3 Rights and Remedies.** The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Agreement.

**16.4 No Waiver.** Failure of a party to enforce any term under this Agreement shall not be deemed, nor shall it constitute, a waiver of such term or any other term, unless otherwise provided in a writing executed by the Party charged.

**16.5 No Agency.** No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

**16.6 No Third Party Rights.** It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties.

**16.7 Binding on Successors; Survival.** All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives. Sections 5, 6, and 11.2 shall survive any

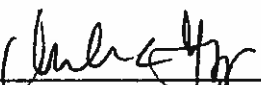
termination of this Agreement. This Agreement supersedes every antecedent or concurrent oral and/or written declaration or understanding respecting the Relocation Work and the Project.

**16.8 Compliance with Laws.** Each of the Parties shall comply, and to the best of its ability shall ensure, that its employees, agents, consultants and representatives comply with all federal, state, and local laws, regulations, and ordinances applicable to the work and services to be performed. This includes Sound Transit's duty to comply with all applicable state and federal procurement and public works laws and regulations.


**16.9 Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action brought resulting from this Agreement shall be brought in the Superior Court of King County, or the United States District Court for the Western District of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the dates set forth below their names.

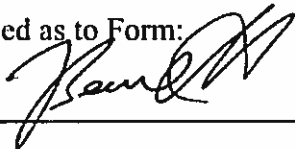
For: Utility

By:   
Title: General Manager  
Date: 1/10/2017

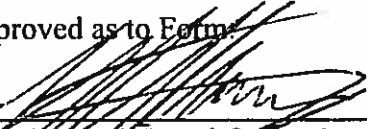
For Sound Transit:

By:   
Title: Deputy Chief Executive Officer  
Date: 12-29-16

Approved as to Form:

By: 

Approved as to Form:

By:   
Sound Transit Legal Counsel

**Exhibits**

- A Sample Task Order

**EXHIBIT A**  
**Sample Task Order**

**Sound Transit / Ronald Wastewater District**  
**Utility Relocation Agreement Task Order**  
**Task Order # \_\_\_\_\_**

*This Task Order is issued in accordance with the terms and conditions of the Utility Relocation Agreement  
 Between Ronald Wastewater District and Sound Transit (for Lynnwood Link Project)*

<b>Utility Owner:</b>	Ronald Wastewater District (RWD)	<b>Task Order No.:</b>	<b>RWD – TO - _____</b>
<b>Project:</b>	Lynnwood Link Extension		
<b>Task Order Title:</b>			
<b>Limits of Work:</b>			
<b>Effective Date:</b>		<b>Amount of this Authorization:</b>	\$ _____ .00
<b>ST WBS Code:</b>		<b>RWD Activity ID#</b>	

**Task Order Managers:**

<b>Sound Transit</b>	Paul Riemann	<b>Phone:</b>	206-903-7013
<b>Ronald Wastewater</b>	Mark Gregg	<b>Phone:</b>	206-546-2494

**Task Order Details:**

<p><b>Scope or Work:</b></p> <p><u>Task A – XXXXXXXX</u></p> <ul style="list-style-type: none"> <li>• XXXXXXXX</li> <li>• XXXXXXXX</li> </ul> <p><u>Task B – XXXXXXXX</u></p> <ul style="list-style-type: none"> <li>• XXXXXXXX</li> <li>• XXXXXXXX</li> </ul>
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<b>Anticipated Schedule / Period of Performance:</b>	
<b>KEY ASSUMPTIONS</b> Start Work XX/XX/XX End Work XX/XX/XX	
<b>Cost Estimate Summary and Cash Flow Projection:</b>	
\$xxxxxx including a xxxx% contingency. See attached for detail.	
<b>Task Order Budget Summary:</b>	
Original Task Order Budget	\$XXXXX.00
Approved Changes	\$0.00
Current Task Order Budget	<u>\$XXXXX.00</u>
Previous Authorizations	\$0.00
<b>This Authorization</b>	<u><b>\$XXXXX.00</b></u>
Total Authorizations	\$XXXXX.00
Task Order Budget Remaining	\$0.00
<b>Attachments:</b>	
Attachment A - XXXXXXXX	

Agreed:

Sound Transit:

Ronald Wastewater District:

\_\_\_\_\_  
Michael Harbour

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Gregg

\_\_\_\_\_  
Date

# Sound Transit / Ronald Wastewater District Utility Relocation Agreement Task Order Task Order #1

*This Task Order is issued in accordance with the terms and conditions of the Sound Transit / Ronald Wastewater District Utility Relocation Agreement.*

<b>Utility Owner:</b>	Ronald Wastewater District (RWD)	<b>Task Order No.:</b>	<b>RWD – TO - 01</b>
<b>Project:</b>	Lynnwood Link Extension		
<b>Task Order Title:</b>	RWD Support through ST 90% Design		
<b>Limits of Work:</b>	At locations as defined below		
<b>Effective Date:</b>		<b>Amount of this Authorization:</b>	\$126,610.00
<b>ST WBS Code:</b>		<b>RWD Activity ID#</b>	

**Task Order Managers:**

<b>Sound Transit</b>	Paul Riemann	<b>Phone:</b>	206-903-7013
<b>Ronald Wastewater</b>	Mark Gregg	<b>Phone:</b>	206-546-2494

**Task Order Details:**

**Scope or Work:**

Task 1 – Coordination

- RWD will provide professional services to coordinate with Sound Transit concerning the Lynnwood Link Extension design development. Support includes memos, staff meetings, and commissioner updates & meetings.

Task 2 – Meetings

- RWD will participate in meetings with Sound Transit and its consultants/contractors. General status meetings will be scheduled monthly; however, additional task specific meetings may be scheduled as agreed upon by RWD and Sound Transit.

Task 3 – Design Review

RWD will review the following Sound Transit design deliverables:

- Engineering Drawings and Reports:
  - 30% Plans
  - 30% Utilities Technical Memorandum
  - Interim 60% Plans
  - Interim 60% Utilities Technical Memorandum
  - 60% Plans
  - 60% Utilities Technical Memorandum

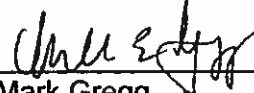


Agreed:

Sound Transit:

Ronald Wastewater District:

  
Michael Harbour      12-28-16  
Date

  
Mark Gregg      1/10/2017  
General Manager      Date

