

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 19-9-24B**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HIGHLINE WATER DISTRICT, KING COUNTY, WASHINGTON, AUTHORIZING THE GENERAL MANAGER OR DESIGNEE TO EXECUTE AN ADVANCED UTILITY RELOCATION AGREEMENT BETWEEN SOUND TRANSIT AND HIGHLINE WATER DISTRICT FOR THE FEDERAL WAY LINK EXTENSION (FWLE) PROJECT AND AUTHORIZE STAFF TO PREPARE INDIVIDUAL TASK ORDERS AS REQUIRED FOR IMPLEMENTATION OF THE AGREEMENT**

**WHEREAS**, Sound Transit represents it is authorized to plan, design, and construct the Federal Way Link Extension Project ("FWLE Project"), an 8.5-mile extension of the regional light rail system. Sound Transit plans to be in construction of the FWLE Project in 2019 with a start of service targeted for 2025; and

**WHEREAS**, Sound Transit has identified existing Utility water delivery facilities ("Facilities") in public right-of-way and on private property that conflict with construction or future operation of the FWLE Project. The Facilities must be relocated to accommodate the FWLE Project; and

**WHEREAS**, Sound Transit is responsible to relocate the Facilities at their cost that is actual, reasonable and necessary and the District is responsible for the cost of any betterments that is additions or improvements not necessary to functionally restore the operational capabilities of the relocated Facilities or not considered like-kind replacements; and

**WHEREAS**, Sound Transit may reimburse utilities for the actual cost of relocating their facilities, under certain conditions, in accordance with regulations implementing the Uniform Relocation Act, i.e., 49 CFR 24.301 and 49 CFR 24.306; and

**WHEREAS**, the full scope and nature of all necessary relocations to accommodate the FWLE Project is not fully defined but the parties desire to enter into the Agreement to identify the necessary terms and to authorize the preparation of individual Task Orders, as necessary, to address the assignment of responsibility for the relocation work at each conflict or accommodation and to determine payment of the costs of relocation of Utility Facilities.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Highline Water District, King County, Washington, as follows:

1. The recitals set forth above are incorporated herein in full by this reference.
2. The General Manager or designee is authorized to execute the Advanced Utility Relocation Agreement between Sound Transit and Highline Water District for the Federal Way Link Extension Project (Attachment-1, incorporated herein by this reference).

**HIGHLINE WATER DISTRICT  
King County, Washington**

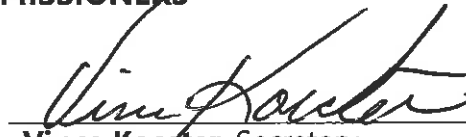
**RESOLUTION 19-9-24B**

3. The General Manager and legal are authorized to make minor changes to the Agreement.
4. The General Manager or designee is authorized to prepare and execute individual task orders regarding the accommodation for the Federal Way Link Extension Project with a District contribution for betterments not-to-exceed \$250,000 without prior approval of the Board of Commissioners.
5. The General Manager or designee is authorized to provide and execute to Sound Transit any necessary temporary construction easements as required per task orders.

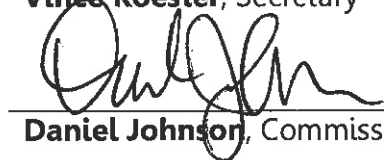
**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held on the **24th** day of **September 2019**.

**BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
**Kathleen Quong-Vermeire**, President

  
\_\_\_\_\_  
**Vince Koester**, Secretary

  
\_\_\_\_\_  
**Todd Fultz**, Commissioner

  
\_\_\_\_\_  
**Daniel Johnson**, Commissioner

  
\_\_\_\_\_  
**George Landon**, Commissioner

**Advanced Utility Relocation Agreement**  
**Between Sound Transit and Highline Water District** **ATTACHMENT - 1**  
**Federal Way Link Extension Project**  
**(FWLE \_\_\_\_\_)**

This Utility Relocation Agreement (“Agreement”) is made and entered into by and between Highline Water District, a water-sewer special purpose district organized under chapter 57.04 RCW (“Utility”) and the Central Puget Sound Regional Transit Authority, a Washington regional transit authority (“Sound Transit”). Utility and Sound Transit are sometimes referred to in this Agreement in the singular as “Party” or in the plural as “Parties.”

**RECITALS**

- A. Sound Transit represents it is authorized to plan, design, and construct the Federal Way Link Extension Project (“FWLE Project”), an 8.5-mile extension of the regional light rail system. Sound Transit plans to be in construction of the FWLE Project in 2019 with a start of service targeted for 2025.
- B. Sound Transit has identified existing Utility water delivery facilities (“Facilities”) in public right-of-way and on private property that conflict with construction or future operation of the FWLE Project. The Facilities must be relocated to accommodate the FWLE Project.
- C. Sound Transit may reimburse utilities for the actual cost of relocating their facilities, under certain conditions, in accordance with regulations implementing the Uniform Relocation Act, i.e., 49 CFR 24.301 and 49 CFR 24.306.
- D. This Agreement addresses the assignment of responsibility for necessary relocation work and the payment of the costs of relocation of Utility Facilities. Sound Transit’s proposed acquisition of Utility’s real property interests relating to the Mansion Hill Reservoir site or the District’s Headquarters for the FWLE Project will be dealt with in the normal course of Sound Transit’s property acquisition process.

In consideration of the following terms and conditions, the Parties agree as follows:

**AGREEMENT**

**1. Scope of Work**

- 1.1. Location.** The location of the Facilities to be relocated are on public right-of-way, Washington State Department of Transportation right-of-way, and Utility property and are more particularly detailed and depicted in the diagram attached hereto as **Exhibit A** and incorporated herein by this reference.
- 1.2. Relocation Work/Task Orders.** The Parties will agree upon work to be performed under this Agreement by task order, which may include engineering and design, coordination with the other Party and other applicable city jurisdictions, property acquisition, and the relocation, protection, or adjustment of Utility Facilities to accommodate the FWLE Project. The form of the task order is attached hereto as **Exhibit B** and incorporated herein by this reference. Task orders must be signed by the Parties’ authorized representatives. Task orders under

this Agreement are subject to the terms and conditions of this Agreement. Task orders must include the following elements:

- a. Scope of the relocation work to be performed (“Relocation Work”);
- b. Responsibilities of each Party to implement the task order (for Utility work, “Utility Relocation Work”, and for Sound Transit work, “Sound Transit Relocation Work”);
- c. Estimated cost of the Relocation Work (see Section 3.1 below) as detailed, which is the estimated direct and indirect cost of the Relocation Work, including, the itemized cost and expenses of personnel, labor, services, materials, equipment, supplies, utilities, consumables, goods, transportation, information, drawings, specifications, data, permit administrative fees, mitigation fees and other items used or incorporated in the Relocation Work; the costs and expenses of labor (including, but not limited to, subcontractors of any and all tiers) used or incorporated in the Relocation Work; taxes, insurance, interest expenses, overhead and general administrative costs and expenses, and other costs and expenses reasonably necessary for the completion of the Relocation Work in conformity with the terms of this Agreement;
- d. Cost allocated to each Party;
- e. Identification of property rights and property rights transfers, temporary easements, permits, and access rights that are required for the Relocation Work;
- f. Schedule consistent with the relocation schedule provided in **Exhibit C** attached hereto and incorporated herein by this reference; and
- g. A plan for coordination of the Utility's Relocation Work with the Sound Transit's Project construction work.

**1.3. Schedule; Time is of the Essence.** If the Relocation Work is not completed by the date specified in the **Exhibit C**, or with regard to specific task orders, by the date specified in the task order, then the FWLE Project and related Utility work may be delayed and impacted. This schedule may be amended upon completion of design. Utility will use best efforts to complete Utility Relocation Work within the schedule specified. The Parties acknowledge potential impacts on the Utility's operations and on the FWLE Project for failure to meet the schedule in advance of executing this Agreement. If the Utility Relocation Work is to be performed during FWLE Project construction, Utility will complete the Utility Relocation Work in conjunction and cooperation with Sound Transit's construction contractor, and Sound Transit's construction contractor will complete the FWLE Project in conjunction and cooperation with the Utility's construction contractor.

## **2. Cost**

**2.1. Cost Estimate.** Utility and Sound Transit will provide detailed good-faith estimates of the cost to perform Relocation Work, which will be attached to the task orders (“Cost Estimate”). The Parties will agree upon a construction schedule and estimate upon the completion of the final engineering. The Cost Estimate under a task order is an estimate only and the Parties will reimburse each other, as required by this Agreement and any task order, for documented actual costs incurred in or allocable to the performance of the Relocation Work, subject to Section 2.3 (Reimbursable Cost Requirements), Section 2.4 (Betterments), and Section 3 (Cost Allocation). The cost to perform the Relocation Work (“Relocation Cost”)

includes direct and indirect cost of the Relocation Work, including, the itemized cost and expenses of personnel, labor, services, materials, equipment, supplies, utilities, consumables, goods, transportation, information, drawings, specifications, data, professional services including, but not limited to, construction management, engineering and legal, and other items used, incorporated into and incurred related to the Relocation Work; the costs and expenses of labor (including, but not limited to, subcontractors) used or incorporated in the Relocation Work; taxes (but not income or capital gains), insurance, interest expenses, audit expenses, permits, overhead and general administrative costs and expenses, and other costs and expenses reasonably necessary for the completion of the Relocation Work in conformity with the terms of this Agreement, subject to Sections 3.2 and 3.3.

- 2.2. Cost in Excess of Estimates.** Utility will exercise its best efforts to keep the cost of any Utility Relocation Work assigned to it in a task order within the Cost Estimate for the assigned Relocation Work, and each Party will use reasonable efforts to monitor its actual costs incurred during its performance of the assigned Relocation Work. Each Party will notify the other when its actual Relocation Work costs have reached 75 percent of the task order Cost Estimate. If a Party determines that its Relocation Work costs are likely to exceed the Relocation Cost Estimate, the Party will so notify the other Party in writing and submit a revised Cost Estimate for review, approval and adoption by the Parties' designated representatives as an amendment to the task order.
- 2.3. Reimbursable Cost Requirements.** Utility acknowledges that the FWLE Project is a federally-funded, and is therefore subject to certain specific federal requirements. Utility acknowledges that Sound Transit can only reimburse costs for Relocation Work if the Utility has complied with the following requirements:
- 2.3.1. Buy America.** Buy America certification for materials used in the Relocation Work is required under 49 USC 5323(j), as amended, and the applicable regulations in 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General Waivers are listed in 49 CFR 661.7. To receive reimbursement of Utility Relocation Work from Sound Transit, Utility must submit to Sound Transit appropriate Buy America certification consisting of Certificates of Material Origin attached hereto as **Exhibit D** and Certificates of Installed Materials attached hereto as **Exhibit E** and incorporated herein by this reference for major components made of iron and steel materials and manufactured products used in permanent changes to its facilities including materials and products used by Utility and its contractors and suppliers.
- 2.3.2. Uniform Relocation Act.** Utility's Cost for Relocation Work must be actual, reasonable, and necessary in accordance with 49 CFR 24.306 (for Facilities on public right-of-way) and 49 CFR 24.301 (for Facilities on private property).
- 2.4. Betterments.** Utility will be responsible for the entire cost of Betterments. Betterments are defined as additions or improvements to the existing Facilities and are not necessary to

functionally restore the operational capabilities of the relocated Facilities or provide like-kind replacements. Additions or improvements are not Betterments if such additions or improvements are:

- a. replacement facilities, devices, appurtenances or materials that are of equivalent standards and function of the existing facilities, even if they are not identical or are more expensive than the facilities being replaced;
- b. replacement of devices or materials no longer regularly manufactured with next highest grade or size;
- c. required under governmental regulatory statutes or appropriate regulatory commission code; or
- d. required by current design practices regularly followed by the Utility in its own work, and there is a direct benefit to the Project. As used in this context, "direct benefit to the Project" means a cost savings to the Project, where the net present value of the cost savings that will directly inure to the benefit of Sound Transit over the useful life of the addition or improvement exceeds the net present value of the cost to Sound Transit of such addition or improvement.

"Betterments" must be specifically earmarked in task orders, and are at the sole cost of Utility, notwithstanding any other provisions in this Agreement or the task orders to the contrary.

### **3. Cost Allocation.**

**3.1. Utility Costs.** Utility will bear the cost of all Betterments.

**3.2. Sound Transit Costs.** Sound Transit will bear the actual cost of Relocation Work in accordance with the terms of this Agreement, particularly Section 2.3.

**4. Reimbursement.** Within sixty days of the completion of Relocation Work by a Party under a task order, the Party will provide the other Party with an invoice that includes documentation of Relocation Costs eligible for reimbursement.

**4.1. Actual Cost.** The invoices must include the following: (1) progress report or work statements, (2) invoices for support services and materials, (3) certification by Party that the services have been satisfactorily rendered, and (4) copies of original bills, invoices, expense accounts, and miscellaneous supporting data retained by the Party including, but not limited to work records, rates, material and equipment costs.

**4.2. Invoicing.** Invoices and supporting documentation must be sent to the following addresses:

If to Sound Transit, include a Sound Transit-provided purchase order number and send to:

[AccountsReceivable@SoundTransit.org](mailto:AccountsReceivable@SoundTransit.org)

and

Accounts Receivable  
Sound Transit  
401 S. Jackson  
Seattle, WA 98104-2826

If to Utility:

Accounts Receivable  
Highline Water District  
23828 – 30<sup>th</sup> Ave. S.  
Kent, WA 98032

**4.3. Payments.** Payment must be sent to the following addresses:

If to Sound Transit:

[AccountsPayable@SoundTransit.org](mailto:AccountsPayable@SoundTransit.org)

and

Accounts Payable  
Sound Transit  
401 S. Jackson  
Seattle, WA 98104-2826

If to Utility:

Accounts Payable  
Highline Water District  
23828 – 30<sup>th</sup> Ave. S.  
Kent, WA 98032

- 5. Records Retention.** The Parties will maintain all project records in support of all costs incurred and expended for a period of at least three years after final payment is made under this Agreement. The records must be open to inspection to the other Party during normal business hours. Copies of these records will be furnished to the other Party upon request. If an audit is requested or required by a Party, the other Party will cooperate with the other Party and provide access to the Party's records and copies of such records.
- 6. Designated Representatives.** Each Party's Designated Representative is identified below. The Designated Representatives are responsible for coordinating the work and communications related to this Agreement and the task orders. Either Party may change their Designated Representative, by written notice to the other Party's Designated Representative:

Sound Transit:  
Brian Eskanazi  
HCT Project Manager  
401 S. Jackson Street  
Seattle WA 98104  
(206) 903-7178  
[Zachary.eskanazi@soundtransit.org](mailto:Zachary.eskanazi@soundtransit.org)

Utility:  
Jeremy Delmar, PE  
Engineering Manager  
23828 – 30<sup>th</sup> Ave. S.  
Kent, WA 98032  
(206) 592-8904  
[idelmar@highlinewater.org](mailto:idelmar@highlinewater.org)

## 7. Dispute Resolution.

- 7.1. **Notice of Dispute.** Designated Representatives will use their best efforts to resolve disputes and issues arising out of or related to this Agreement and task orders. The Parties will notify each other in writing of any problem or dispute the Party believes needs formal resolution under this section. This written notice must include a summary of (a) the issue to be resolved, (b) the differences between the Parties on the issue; and (c) the steps taken by Designated Representative to resolve the issue.
- 7.2. **Dispute Process.** Designated Representatives of the Parties will meet or confer by telephone within three 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, Sound Transit's Executive Director of Design, Engineering and Construction Management or his/her designee and Utility's General Manager or General Manager's designee will meet within seven business days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute.
- 7.3. **Exhaustion.** A Party has no right to seek relief under this Agreement in a court of law until each of these procedural steps is exhausted. In addition, the Parties may by mutual agreement submit the dispute to a mediator for non-binding mediation. The Parties shall each bear their own costs at the mediation, and the mediation fees and costs will be divided equally between the Parties.

## 8. Indemnification.

- 8.1. **Indemnification.** Sound Transit releases and will defend, indemnify, and hold harmless Utility from all claims, demands, judgments, damages, or liability, caused by or arising out of any negligent act or omission or willful misconduct of Sound Transit in its performance under this Agreement. Utility releases and will defend, indemnify, and hold harmless Sound Transit from all claims, demands, judgments, damages, or liability, caused by or arising out of any negligent act or omission or willful misconduct of Utility in its performance under this Agreement.
- 8.2. **Title 51 Waiver.** Solely for purposes of enforcing the indemnification obligations of a Party under this section, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend, and hold harmless provided for above extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party.



This waiver does not preclude the indemnifying Party from raising immunity as a defense against any claim brought against the indemnifying Party by its employees.

## 9. General Provisions.

- 9.1. **No Precedent.** The terms and conditions of this Agreement are not intended to be used to establish any precedent for any future relocations in any other location, since the governing franchise or permit or governing laws or ordinance of the jurisdiction may differ.
- 9.2. **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.
- 9.3. **Survival.** Section 8 will survive the termination or expiration of this Agreement.
- 9.4. **No Waiver.** Failure of a Party to enforce a term under this Agreement will not constitute a waiver of that term or any other term, unless otherwise provided in a writing executed by the Parties.
- 9.5. **No Agency.** No joint venture or partnership is formed as a result of this Agreement. No employees, agents, or contractors of one Party may be deemed, or represent themselves to be, employees of the other Party.
- 9.6. **No Third Party Rights.** This Agreement is solely for the benefit of the Parties 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 this Agreement on persons other than the Parties.
- 9.7. **Compliance with Laws.** The Parties will comply and, to the best of its ability, ensure, that its employees, agents, and contractors comply with all federal, state, and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement and the task orders.
- 9.8. **Governing Law and Venue.** This Agreement is 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.
- 9.9. **Force Majeure.** In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement or any task orders for reasons beyond its reasonable control (a "Force Majeure Event"), then that Party's performance will be excused during the Force Majeure Event. Force Majeure Events include, without limitation, war; civil disturbance; storm, flood, and earthquake; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or failure or delay in the performance by the other Party, or a third party who is not an employee, agent, or contractor of the Party claiming a Force Majeure Event in connection with the Relocation Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event will promptly perform the affected obligation in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties will use all commercially reasonable efforts to eliminate or minimize any delay cause by a Force Majeure Event.

**9.10. Entire Agreement.** This Agreement, including the attached exhibits and task orders, comprise the complete and integrated agreement of the Parties. This Agreement cannot be amended or changed except by written instrument signed by both Parties.

**9.11 Recitals.** The Recitals set forth above are incorporated by reference herein and made a part of this Agreement.

**9.12 Effective Date.** This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

**10. Temporary Construction Easement.** Utility will provide to Sound Transit a temporary construction easement for Utility property in the form temporary construction easement attached as **Exhibit F** for the purpose of constructing the improvements specified in this Agreement or task orders under this Agreement.

The persons signing below represent that they are authorized to execute this Agreement on behalf of their respective Party.

Sound Transit	Highline Water District
<hr/> Ron Lewis Executive Director, DECM Date: _____	<hr/> By Its Date: _____
Approved as to Form  <hr/> Sound Transit Legal Counsel	

**EXHIBIT LIST:**

- Exhibit A: Location of Facilities
- Exhibit B: Form Task Order
- Exhibit C: Estimated Project Schedule
- Exhibit D: Certificate of Material Origin
- Exhibit E: Certificate of Installed Materials
- Exhibit F: Temporary Construction Easement Form

**EXHIBIT A**  
**Location of Facilities**

**EXHIBIT B**  
**Form Task Order**

**Task Order No. \_\_\_ to the**  
**Advanced Utility Relocation Agreement**  
**Between Sound Transit and Highline Water District**  
**(FWLE \_\_\_)**

This Task Order No. \_\_\_ is between Sound Transit and \_\_\_\_\_. ("Utility") and is in accordance with the terms of the \_\_\_\_\_ Utility Relocation Agreement between the Parties dated \_\_\_\_\_ (the "Relocation Agreement").

Recitals

- A. Definitions in the Relocation Agreement apply to this Task Order No. \_\_\_.
- B. [if any]

The Parties agree as follows:

1. **Location.** The present location of the Facilities and the future relocated Facilities location are described and diagrammed in **Exhibit A**.
2. **Relocation Work.** The description, plans, assignment of Relocation Work, and schedule of the Relocation Work is attached as **Exhibit B**.
3. **Cost Estimate.** The Cost Estimate worksheet detailing the Cost Estimate for this Task Order No. \_\_\_ is attached as **Exhibit C**.
4. **Reimbursement.** In accordance with the terms of the Relocation Agreement, Sound Transit will reimburse Utility for the actual costs of the Utility Relocation Work[, and if relevant, Utility will reimburse Sound Transit for the actual cost of Sound Transit Relocation].
5. **Change Orders.**
  - 5.1. **Change Orders Requested By Utility.** Utility may requests changes in the Relocation Work through its Designated Representative. Sound Transit may, at its sole discretion, approve or disapprove such changes taking into consideration its construction schedule and other constraints. If Sound Transit agrees to the requested change, then Sound Transit will direct its Contractor and process the change. Changes in the plans attached to this Task Order and Cost Estimate of the change must be approved in writing by authorized representatives of each Party.
  - 5.2. **Change Orders Requested by Sound Transit.** Sound Transit may issue change orders in response to unanticipated field conditions or conditions beyond the reasonable control of Sound Transit or its contractor ("Unanticipated Work"). Sound Transit is responsible for the costs to its contractor for changes requested by Sound Transit. To the extent reasonably possible, Sound Transit will provide Utility with the opportunity to review and comment on all

contract modifications, including change orders, prior to the issuance to its contractor of a notice to proceed. If providing Utility with notification of a contract modification or change order is not possible prior to issuance of the notice to proceed, Sound Transit shall provide such notification in writing at the earliest date possible. Sound Transit may request a verbal approval for the change order if it has determined that it is in the best interest of the contract to proceed with the work immediately in order to avoid added delay cost to the contract. Utility shall designate to Sound Transit by letter two points of contact for change order approval. In the event that neither point of contact is available, Sound Transit shall approve change orders deemed by it to be in the best interest and safety of the public.

**AGREED:**

Sound Transit	_____
Its	Its
Date: _____	Date: _____
Approved as to form:	
_____	
Sound Transit Legal Counsel	

**Exhibits:**

- Exhibit A: Location
- Exhibit B: Relocation Work
- Exhibit C: Cost Estimate

## Exhibit C

### Estimated Project Schedule

Activity Start Date	Activity	Activity Completion Date
March 1, 2017	Professional Services provided by Highline Water District	December 31, 2024

This agreement covers all agreed upon work performed beginning March 1, 2017 through the Revenue Service for the FWLE project, anticipated December 31, 2024. The work included in this agreement is outside of the original *Planning and Preliminary Engineering Agreement Between Highline Water District and Sound Transit Relating to Utility Work For the Federal Way Link Extension Project*, signed May 2016, covering the period ending on March 1, 2017.

All design reviews, inspections, relocations, as-built documentation review, and final closeout will be performed prior to the expected date of revenue service.

Individual relocation dates will be provided in task orders.

**Exhibit D**

**Certification of Materials Origin  
(Required for Steel and Iron Materials, and Manufactured Products  
Incorporated into Utility Relocation Work)**

Relocation Agreement:
Contractor
Subcontractor
Manufacturer / Supplier

The following Certification of Materials Origin (COMO) is made for the purposes of establishing materials compliance with "Buy America" requirements for the steel, iron or manufactured products used for the utility relocation work required by the agreement referenced above. Materials as described below are furnished for use and incorporated in the utility relocation work under this agreement in compliance with the certification as noted in 1 or 2 below. Manufacturing processes for steel and iron materials are defined on the back of this form. Manufactured products and end products are defined under 49 CFR 661.

- 1. The materials furnished for the utility relocation work are American-Made with all manufacturing processes entirely within the United States of America.
- 2. The materials furnished for the utility relocation work contain steel, iron or manufactured products that are manufactured, all or in part, outside the United States of America, as indicated below.

If Box 1 is checked, provide description of the materials, country of origin, quantity, and invoice cost.

If Box 2 is checked, provide description of the materials, country of origin, quantity, and invoice cost.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Contractor / Subcontractor / Manufacturer / Supplier Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Place

\_\_\_\_\_  
Authorized Corporate Official Signature

## Exhibit D (page 2)

### The following items are considered to be Steel or Iron Manufacturing Processes

1. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron. Foreign source steel ingots or foreign source steel billets used in any manufacturing process of a steel product is considered foreign steel under the Buy America Provision.
2. Production of Steel by any of the following processes:
  - a. Open Hearth Furnace.
  - b. Basic Oxygen.
  - c. Electric Furnace.
  - d. Direct Reduction.
3. Rolling, heat treating, and any other similar processing.
4. Fabrication of the products:
  - a. Spinning wire into cable or strand.
  - b. Corrugating and rolling into culverts.
  - c. Shop fabrication.
5. Protective coatings such as zinc, aluminum, epoxy, paint, or any other coating that protects or enhances the value of steel or iron.
6. Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.



**EXHIBIT E**

**Certification of Materials Installed or Incorporated into Utility System**

Agreement:
Job Site:
Subcontractor
Installed Material List: [Identify by number, job site, etc]

I certify that the materials described in the Installed Materials List referenced above and attached to this certification were installed or incorporated into the utility system as part of the Utility Relocation Work performed for \_\_\_\_\_(Utility).

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Contractor / Subcontractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Authorized Corporate Official Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

Exhibit F

Temporary Construction Easement Form

**Agenda Item No.:** 5.2  
**Agenda Date:** 09/24/19  
**Reviewed By:** M. E.

**Subject:** Authorizing the General Manager or designee to execute an Advanced Utility Relocation Agreement between Sound Transit and Highline Water District for the Federal Way Link Extension (FWLE) Project and authorize staff to prepare individual task orders as required for implementation of the agreement.

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL						
<i>Expenditures?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Estimated Amount:</i> \$ _____						Excludes sales tax

**ATTACHMENTS:**

1. Resolution 19-9-24B
2. Attachment 1 – Advanced Utility Relocation Agreement with Exhibits A, B, C, D, E, F

**COMMENTS:**

The Agreement addresses the assignment of responsibility for necessary relocation work and the payment of the costs of relocation of the District’s Facilities. Sound Transit’s proposed acquisition of the District’s real property interests relating to the Mansion Hill Reservoir site or the District’s Headquarters for the FWLE Project will be dealt with in the normal course of Sound Transit’s property acquisition process.

The full scope and nature of all necessary relocations to accommodate the FWLE Project is not fully defined but the parties desire to enter into the Agreement to identify the necessary terms and to authorize the preparation of individual Task Orders, as necessary, to address the assignment of responsibility for the relocation work at each conflict or accommodation and to determine payment of the costs of relocation of Utility Facilities.

Staff recommends approval of this resolution.