

FACILITY MODIFICATION/RELOCATION AGREEMENT

THIS Facility Modification/Relocation Agreement (“Agreement”), dated as of this **4th** day of **August, 2022**, is made by and between **PUGET SOUND ENERGY, Inc.**, a Washington corporation (“Company”), and the **City of Redmond**, a municipal corporation of the State of Washington (“City”). The [Company] and the [City] are sometimes referred to herein collectively as the “Parties”.

RECITALS

A. The [Company] owns and operates certain facilities: (i) *[PSE-owned electric facilities including a pad-mount above ground Switch vault with multiple feeder circuits, an underground J-box primary distribution vault, a pad-mount above ground transformer servicing direct customers, and several underground pull vaults for primary feeder all at primary distribution voltage requirements as well as all of the 3-phase primary power cables and conduit banks within facilities]* (such facilities are collectively referred to herein as “Facilities”). Some or more of the Facilities occupy and use “existing privately owned utility easements from adjacent property owner” (“Right of Way”).

B. The [City] plans to construct road, bicycle lane, and sidewalk improvements, as well as infrastructure improvements to **[152nd Ave NE & NE 24th St intersection and adjoining roadways]** (“Improvements”). Some or more of the Improvements cross over, under, along, in, upon, and through the Right of Way.

C. The Improvements necessitate the modification and/or relocation of the Facilities. In connection with the Improvements, the [City] has requested the [Company] to modify and/or relocate a portion or portions of the Facilities to ensure proper operating clearances are maintained between such Facilities and the Improvements in accordance with prudent utility practices (“Relocated Facilities”). Acquisition of additional and/or new operating rights sufficient for the Facilities (including the Relocated Facilities) may also be necessary.

D. The Parties desire to enter into this Agreement to govern the engineering, design, construction and installation of the Relocated Facilities.

AGREEMENT

Now, therefore, the Parties agree as follows:

1. Facilities Modification

1.1 Scope of Work

The following is the scope of work for the Relocated Facilities: *[relocation and installation of new underground electric Switch and underground J-box vault for primary cables, all associated ducting and cable installations on the west end of 152nd Ave NE. Additionally relocation and installation of new underground transformer vault including all associated ducting and cable installations on the east end of 152nd Ave NE. Scope of Work includes intercept and tie-in points with existing infrastructure and new proposed vaults]* (“Work”). The design for the Work will meet the [Company]’s engineering design standards and all required approval by government authorities.

1.2 Obligations of the [City]

The [City] shall coordinate with the [Company] concerning the design and construction of the Improvements and the Relocated Facilities, and shall, at its expense, *[perform any road closures and traffic control installation to safely perform the work, call in locates and survey in project boundaries and City-owned ROW including delineating proposed PSE vault locations, clearing & grading of proposed area including any removal of vegetation, and restoration of hard surface and soft surface to City requirements]*.

1.3 Obligations of the Company

The [Company] shall coordinate with the [City] concerning the design and construction of the Relocated Facilities and the Improvements and shall design and perform the Work, except for any of the Work to be performed by the [City].

1.4 Work Schedule

Prior to the commencement of the Work, the [Company] and the [City] shall mutually agree upon a schedule that sets forth milestones for completing the Work (“Work Schedule”). The Work Schedule may be revised from time to time by mutual agreement of the Parties.

The [Company] and the [City] *if applicable* shall perform the Work in accordance with the Work Schedule, provided, however, that the ability of the [Company] to perform the Work is subject to any and all conditions placed upon the [Company] by governing jurisdictions. The Parties acknowledge that delays caused by any jurisdictional agency or property owner from whom permits, easements, and other operating rights are required may occur. So long as the [Company] exercises reasonable effort to perform the Work in accordance with the Work Schedule, the [Company] shall not be liable to the [City] (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising in connection with the Work Schedule.

1.5 Ownership of Facilities

The [Company] shall own, operate, and maintain all Relocated Facilities installed pursuant to this Agreement.

1.6 Permits

The Parties acknowledge that the governing jurisdictions require the [Company] to secure the following permits prior to commencement of the construction necessary to complete the Work: [*City of Redmond Street Use ROW permit*].

1.7 Right of Way

The Facilities lie within Right of Way specifically described in documents recorded under Auditor's File Number(s): [*Rec. No. 197810240841, 197412240407, 198309020581*]. The Parties acknowledge that [**no replacement of operating rights**] are required for the Relocated Facilities. The Relocated Facilities shall continue to occupy a portion of the existing right of easement retained by the [Company], which affects the real property shown on Exhibit "A" attached hereto and made a part hereof. [*See EXHIBIT "A" depicting the location of the existing operating rights*].

2. Costs

2.1 General

The [City] shall be responsible for, and shall reimburse the [Company] for, all Costs and Expenses necessarily incurred for or allocable to the Work. For the purposes of this Agreement, "Costs and Expenses" shall include, without limitation, any and all

direct or indirect costs necessarily incurred or reasonably allocated to this Agreement or its performance, including, but not limited to, the cost of labor, personnel, consultants, attorneys and other professionals, travel, printing, supplies, taxes, permits, approvals, assessments, inspections, tests, transportation, material, supplies, equipment, tools, utilities, services, rental charges, consumables, premium for bonds or insurance, disposal costs, overhead, administration and general expenses, and any other charges authorized by applicable tariffs.

2.2 Payment

Upon completion of the Work to be performed by the [Company] pursuant to paragraphs 1.1 and 1.2 above the [Company] shall deliver to the [City] a written statement of the actual Costs and Expenses to design and perform the Work. Within thirty (30) days after the receipt of such statement, the [City] shall remit to the [Company] a payment equal to the amount of the actual Costs and Expenses.

2.3 Estimate of Costs and Expenses

As of the date of this Agreement, the estimate for all Costs and Expenses to perform the Work in accordance with this Agreement is [*Four hundred twenty three thousand, six hundred twenty four dollars and forty seven cents*] (\$423,624.47) {*Project Cost Includes Change Orders of \$146,921.10 For PSE To Remove Trees And Provide Generation if City Chooses To Exercise Option*} (“Estimate”). This Estimate does not affect or limit the recoverability by the [Company] of any actual Costs and Expenses in excess thereof.

The Parties further agree that the foregoing Estimate is subject to change for reasons that include, but are not limited to, the following:

- a) the [City] revises its construction plans for the Improvements in a manner that requires the [Company] to revise its construction plans for the Relocated Facilities (“Revision”); or
- b) the [City] (or its agents, servants, employees, contractors, subcontractors, or representatives) cause delays in the [Company]’s installation of the Relocated Facilities; or

c) The construction has not started within ninety (90) days from the date of this Agreement.

2.4 Change Order Proposals

If the estimated Costs and Expenses for a Revision are greater than 10% of the Estimate herein, the [Company] shall require the [City] to sign a Change Order Proposal describing the Revision and the estimated Costs and Expenses associated with said Revision. The [City] shall be responsible for, and reimburse the [Company] for, the actual Costs and Expenses of the Revision pursuant to paragraphs 2.1 through 2.3.

2.5 Costs Upon Termination of Work

In the event that the [City] cancels the Improvements or the Work to be performed under this agreement, the [City] shall reimburse the [Company] for all costs reasonably incurred by the [Company] in connection with the Work prior to the date the [Company] is notified by the [City] in writing of such cancellation.

3. Limitation of Liability

The [Company]'s liability in connection with the work hereunder shall be limited to property damages or personal injuries caused by the intentional or negligent acts of the [Company], its employees or agents, limited to the extent of negligence attributable to the [Company], its employees or agents. In no event shall the [Company] be liable for any consequential, indirect, special, or incidental damage, nor shall the [Company] be liable for injuries or damages of any kind that arise from causes beyond the control of the [Company], including but not limited to acts of God, weather, labor disputes, procurement delays, delays in plan or permit approvals, or other third party actions.

4. Indemnity

The [City] releases and shall defend, indemnify, and hold the [Company] harmless from all claims, losses, harm, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) caused by, arising out of, or in connection with the performance of the [City]'s duties under this Agreement. During the performance of such activities the [City]'s employees shall at all times remain employees of the [City].

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In witness whereof, the parties have executed this Agreement as of the date set forth above.

[CITY OF REDMOND]

By

Its

[PUGET SOUND ENERGY, INC.]

By

Jason Airey_____

Its

Supervisor - Public Improvement____



FACILITY CONVERSION/MODIFICATION BILLING DETAIL

To: City of Redmond
15670 NE 85th St

Redmond, WA 98052

Attn: Bassam Al-Ali

Project Description: Relocation of Switchgear and Feeder on 152nd AVE NE

Location: NE 24th ST & 152d AVE NE Redmond

PSE Project Manager: Krisotpher Leach

Scope of Work

Relocation and installation of new underground electric Switch and underground J-box vault for primary cables, all associated ducting and cable installations on the west end of 152nd Ave NE. Additionally relocation and installation of new underground transformer vault including all associated ducting and cable installations on the east end of 152nd Ave NE. Scope of Work includes intercept and tie-in points with existing infrastructure and new proposed vaults

PROJECT COST INCLUDES CHANGE ORDERS OF \$146,921.10 FOR PSE TO REMOVE TREES AND PROVIDE GENERATION IF CITY CHOOSES TO EXERCISE OPTION

Activity: PSE Order #:	PSE Design Cost		PSE Construction Cost Estimate		Customer Installed Duct and Vault		Change Orders
	101144018		101144018				
	Customer Cost	100%	Customer Cost	100%	PSE Cost Share	60%	
PSE Materials		\$136,394.81					Customer Obligation \$146,921.10 PSE Obligation \$0.00
PSE Construction Labor	\$	95,794.61					
PSE Project Management		\$17,745.88					
PSE Inspection							
PSE Overheads							
Federal Income Tax		\$26,768.07		\$0.00			
Total Actual Costs:		\$ 276,703.37		0		0	
Date: 4/5/2018				TOTAL PROJECT VALUE:			\$423,624.47
				City of Redmond Obligation Incl/CO's:			\$423,624.47
				City of Redmond Credit for D+V:			\$0.00
				PSE Billable Amount to Customer			\$423,624.47

Date: 4/5/2018