

INTERLOCAL AGREEMENT REGARDING REPLACEMENT OF 20TH & OCEAN BEACH WATER MAIN

This Interlocal Agreement (the Agreement) is entered into between the **Public Utility District No. 1 of Cowlitz County, Washington**, a Washington municipal corporation (“PUD”) and the **City of Longview**, a Washington municipal corporation (“Longview”) pursuant to *The Interlocal Cooperation Act* of the Revised Code of Washington Chapter 39.34 for the purpose of jointly bidding separate public works projects for each participant entity.

SECTION 1. RECITALS

- 1.1 Longview provides water service to residents within its municipal boundaries and adjacent urban growth area in Cowlitz County, Washington. The PUD provides power to all the areas served by Longview.
- 1.2 Longview owns a water main that is routed through PUD owned property located at 1910 Ocean Beach Highway, Longview, where a PUD power substation is located.
- 1.3 The PUD intends to bid a project to rebuild its 20th & Ocean Beach substation. It will be advantageous to both the PUD and Longview for Longview to replace the Longview water main through its own separately bid project in conjunction with the PUD construction work, reducing the possibility of future water main repair operations within the site. The water line will be relocated outside of the electric substation along the eastern property line, more particularly depicted in Attachment A hereto, which is incorporated herein by reference. LONGVIEW will remove the existing water line that exists in the substation construction area and restore the area of the removed water line to substantially the same condition as existing prior to removal of the water line.
- 1.4 The PUD and Longview are authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements.
- 1.5 The PUD and Longview desire to coordinate the water main replacement and substation upgrade projects.
- 1.6 The PUD and Longview have agreed to share equally the costs for re-paving the entrance road to the substation, as well as the asphalt pavement above the new water main route, as depicted in Attachment A hereto.

Now therefore, in consideration of the terms and conditions contained herein, the parties now agree as follows:

SECTION 2. PROJECT CONSTRUCTION

- 2.1 The PUD will bid the project to rebuild the 20th & Ocean Beach substation in May 2016, with construction beginning in June 2016.

- 2.2 Longview will complete the water line replacement project by July 1, 2016, and remove all equipment, materials, fencing, have restored the project location in such a way so as not to impede the PUD project described herein. The work will include installation of a new water line and removal of the old line. Longview will maintain substation access for PUD vehicles during the new water line construction. Longview will restore the entrance road with compacted gravel after construction.
- 2.3 The eastern portion of the existing substation fence will need to be removed by Longview to allow for the installation of the new water line. Longview will install a temporary fence to maintain a secure area for PUD's energized substation. PUD crews will provide the electrical safety grounding for the temporary fence.
- 2.4 Longview shall timely provide drawings, notes and details to the PUD for PUD's approval of the water line construction and route on PUD property prior to starting any work at the site. Longview will procure any and all permits necessary to complete construction of its water main.
- 2.5 At the conclusion of the water line construction, PUD will grant a new easement for operation, maintenance, and future replacement of the new water line and Longview will terminate the existing easement. PUD will prepare the documents for the new easement and termination of the old easement, subject to Longview review and approval.

SECTION 3. BILLING AND PAYMENT FOR THE ASPHALT REPLACEMENT

- 3.1 The PUD's contractor shall perform the asphalt replacement work.
- 3.2 The PUD shall bill, and Longview shall pay within 30 days receipt of such invoice, 50% of the charges for construction activities related to the asphalt replacement as evidenced by the itemized invoice and percent completion submitted with each contract construction invoice.
- 3.3 Longview shall make payment to the PUD for reimbursement within 30 days of notification the payment is due.
- 3.4 All communications by email must be acknowledged by the receiver to be deemed effective. It is the responsibility of the sender to confirm receipt of written communication.

SECTION 4. GENERAL PROVISIONS

- 4.1 Neither party shall, by virtue of this Agreement, acquire any proprietary or governmental interest in the infrastructure of the other party.
- 4.2 Longview shall hold harmless, indemnify, and defend the PUD, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, including costs and attorney's fees in defense thereof, caused by or arising out of the Longview's negligence in the performance of its obligations under this Agreement. The PUD shall hold harmless, indemnify, and defend the Longview, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, including costs and attorney's fees in defense thereof, caused by or arising out of the PUD's negligence in the performance of its obligations under this Agreement. The Longview's obligations hereunder shall not extend to

bodily injury, sickness or death caused by or arising out of the sole negligence of the PUD, its officers, officials, employees or agents. The PUD's obligations hereunder shall not extend to bodily injury, sickness or death caused by or arising out of the sole negligence of Longview, its officers, officials, employees or agents. In the event of the concurrent negligence of the parties, each Party's obligations hereunder shall apply only to the percentage of fault attributable to that Party, its officers, officials, employees or agents. The provisions of this Section 5.2 shall survive the expiration or termination of this Agreement and completion of the request for services.

- 4.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 4.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by both parties.
- 4.5 This Agreement shall take effect upon approval by the City Council of Longview and the Commissioners of the PUD.
- 4.6 A copy of this Interlocal Agreement shall be filed with the Cowlitz County Auditor's Office.

**PUBLIC UTILITY DISTRICT NO. 1
OF COWLITZ COUNTY, WASHINGTON**

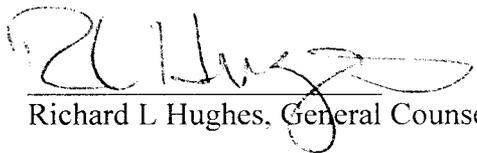


Steve Kern, General Manager

Date: February 9, 2016

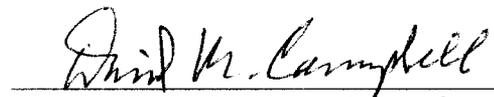
Authorized by Resolution No.: 2714

Adopted on: February 9, 2016
Approval as to form:



Richard L. Hughes, General Counsel

THE CITY OF LONGVIEW

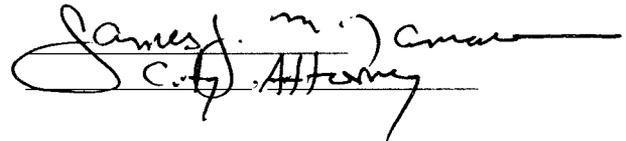


DAVID M. CAMPBELL, CITY MANAGER

Date: February 25, 2016

Authorized by Resolution No.: 2168

Adopted on: February 25, 2016
Approval as to form:



James J. (M.) Amaro
City Attorney

VICINITY MAP OF 12" WATER RELOCATION 1900 BLOCK OF OCEAN BEACH HIGHWAY

