

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 20-5-20A

RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN HIGHLINE WATER DISTRICT (UTILITY) AND WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) FOR UTILITY CONSTRUCTION RELATING TO WSDOT SR 509 COMPLETION PROJECT STAGE 1 AND SR 99 BRIDGE

WHEREAS, WSDOT plans to design and construct a new freeway to finalize the connection between Interstate 5 and existing SR509, entitled SR509 Completion Project Stage 1 (Project); and

WHEREAS, WSDOT's Project work will require to remove and/or relocate and/or add certain Utility facilities (Utility Work) owned by the District (Utility) to accommodate the WSDOT Project; and

WHEREAS, the Utility identified Project 18-2 in the 2020 Capital Improvement Program to address the Utility Work associated with the SR509 Completion Project Stage 1; and

WHEREAS, the Utility is responsible for the cost of the Utility Work for (1) Utility facilities located without a documented ownership of and/or interest in real property, such as being Utility facilities located pursuant to a franchise, a permit, or undocumented permission, (2) all betterments, and (3) new facilities; and

WHEREAS, WSDOT is responsible for the cost of the Utility Work affecting the Utility's facilities located pursuant to a documented ownership of and/or interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by the WSDOT Project; and

WHEREAS, it is deemed to be in the best public interest for WSDOT to perform the relocation, removal, or new construction of Utility's facilities on behalf of the Utility; and

WHEREAS, the parties have negotiated a formalized Agreement identifying respective rights, obligations, costs and liabilities regarding this undertaking.

NOW, THEREFORE, BE IT RESOLVED:

1. The General Manager or designee is authorized to enter into an Interlocal Agreement (Attachment-1, incorporated herein by this reference) with WSDOT (Lead Agency) for construction of certain work elements for Highline Water District associated with WSDOT's SR 509 Completion Project Stage 1, including adding/ relocating/removing HWD Utility facilities associated with the SR 99 Bridge.
2. The General Manager or designee is authorized to fund WSDOT for the costs of the Utility Work in accordance with the terms as described in the Agreement.

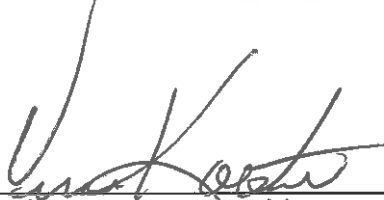
**HIGHLINE WATER DISTRICT
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3. The General Manager or designee is authorized a contingency of ten percent (10%) of the Lump Sum Cost Estimate identified in the Agreement for District initiated design or construction changes that may occur during the Design-Build Construction process.
4. The General Manager and/or the District's Legal Counsel are authorized to make minor changes to the Agreement if required.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **20th** day of **May 2020**.

BOARD OF COMMISSIONERS



Vince Koester, President 5/20/2020



Todd Fultz, Secretary 5/20/2020



Polly Daigle, Commissioner 5/20/2020



Daniel Johnson, Commissioner 5/20/2020



Kathleen Quong-Vermeire, Commissioner 5-20-2020

ATTACHMENT 1

Utility Construction Agreement Utility Work by WSDOT– Utility Cost and Utility Work by WSDOT – WSDOT Cost		Utility Name & Address Highline Water District (HWD) 23828 30 th Avenue S. Kent, WA 98032
Agreement Number UTB 1363	Region NWR	Project Title/Location SR 509 Completion Project Stage 1b
State Route SR 509 (I-5)	Mileposts From (148.40) to 21.24	
Estimated Agreement Amount \$ 3,206,932.52		Advance Payment Amount \$ 3,206,932.52
Description of Utility Work WSDOT will construct certain work elements for the Highline Water District (HWD) associated with WSDOT's SR 509 Completion Project Stage 1, including adding/ relocating/removing HWD Utility facilities associated with the SR 99 Bridge.		
WSDOT		UTILITY
WSDOT Agency Representatives Susan Everett, PE		Utility Representatives Jeremy DelMar
Title Design Project Manager		Title Engineering and Operations Manager
Address 999 3 rd Avenue Suite 2300 Seattle, WA, 98104		Address 23828 30 th Avenue S. Kent, WA 98032
E-mail Address EverettS@wsdot@wa.gov		E-mail Address jdelmar@highlinewater.org
Phone (206) 805-5422		Phone 206 592 8904

This Utility Construction Agreement is entered into between the Washington State Department of Transportation, hereinafter "WSDOT" and Highline Water District, hereinafter the "Utility," collectively the "Parties" and individually the "Party".

Recitals

- A. WSDOT is planning the construction or improvement of the State Route as shown above for the identified WSDOT Project, and in connection therewith, it is necessary to remove and/or relocate and/or add certain Utility facilities (Utility Work).
- B. The Utility is responsible for the cost of the Utility Work for (1) Utility facilities located without a documented ownership of and/or interest in real property, such as being Utility facilities located pursuant to a franchise, a permit, or undocumented permission, (2) all betterments, and (3) new facilities.
- C. WSDOT is responsible for the cost of the Utility Work affecting the Utility's facilities located pursuant to a documented ownership of and/or interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by the WSDOT Project.

- D. The Utility Work shall be defined as all design, materials, equipment, labor, contract administration, taxes, rights of way acquisition and any other efforts required to perform the relocation, new construction, and/or removal of the Utility's facilities. The Utility Work is further identified in Exhibit A – Scope of Utility Work and Exhibit B – Conceptual Plans.
- E. It is deemed to be in the best public interest for WSDOT to perform the relocation, removal, or new construction of Utility's facilities.

Now, therefore, pursuant to RCW 47.01.210 and chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

It Is Mutually Agreed As Follows:

1. Conceptual Plans, Specifications and Request for Proposals (RFP)
 - 1.1. Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects* (Program Guide) shall determine and establish the definitions and applicable standards for this Agreement. By this reference the Program Guide is adopted and made a part of this Agreement as if fully contained herein. In the event of inconsistencies, the language in the Agreement Sections 1 through 8 herein shall take precedence over the Program Guide.
 - 1.2. Betterment: A betterment is any improvement to the Utility's facilities not required by code, regulation, standard industry practice, or any other applicable regulation. If any of the Utility Work constitutes a betterment as defined in the Program Guide, the Utility is solely responsible for the costs of such improvement.
 - 1.3. WSDOT, acting on behalf of the Utility, agrees to perform the Utility Work in accordance with Exhibit A - Scope of Utility Work (Utility Work Elements), and Exhibit B - Conceptual Plans, and Exhibit C – WSDOT Standard Specifications and Utility Special Provisions, System Design Standards and Standard Details, all attached hereto and by this reference made a part of this Agreement, where either: (1) Utility supplied the Utility Work conceptual plans and special provisions to WSDOT, or (2) WSDOT developed the Utility Work conceptual plans and special provisions from Utility-provided information. WSDOT will incorporate the Utility Work plans and special provisions into a WSDOT Project Request for Proposal (RFP) in accordance with Utility and WSDOT requirements. The Utility agrees that it is responsible for ensuring that all Utility Work conceptual plans, special provisions, and Utility standards that Utility supplied to WSDOT relating to the Utility Work are in compliance with all applicable standards, codes, regulations, or any other requirements the Utility is obligated to meet, unless otherwise noted.
 - 1.4. WSDOT and the Utility will review and approve the Utility Work Elements and Conceptual Plans that will be incorporated into WSDOT Project RFP. WSDOT will advertise the Utility Work as part of the WSDOT Project RFP. WSDOT will be the lead agency during the bid advertisement and award period. When requested by WSDOT, the Utility shall timely assist WSDOT in answering proposal questions and resolving any design issues associated with the Utility Work Elements and Conceptual Plans that may arise during RFP evaluation. All comments and clarifications must go through WSDOT. If the Utility supplied the Utility Work plans and special provisions, the Utility agrees to provide WSDOT with any addenda required for the Utility Work during the RFP evaluation to the Parties' mutual satisfaction.
 - 1.5. WSDOT agrees that it is responsible for ensuring the procurement and contract award process is conducted in a manner that is in full compliance with all applicable statutes and regulations regarding the selection, procurement, execution, and completion of the Utility Work.

- 1.6. WSDOT has reviewed and commented on the Utility supplied Utility Work conceptual plans and special provisions and acknowledges the documents are in general conformance with the overall WSDOT SR509 Completion Project Stage 1 scope at the time of RFP issuance. Deviations or changes by WSDOT or its DB Contractor in the WSDOT SR509 Completion Project scope or project requirements after issuance of the RFP resulting in material changes in the Utility Work's conceptual plans and special provisions will be incidental to the maximum financial contribution for the Utility.
 - 1.7. Cost Estimating: WSDOT and the Utility negotiated a Lump Sum Cost Estimate for the Utility Work Elements for which Utility has cost responsibility based on similar work performed by WSDOT for Utility's Utility Work Elements listed in Exhibit D (Lump Sum Cost Estimate) attached hereto and by this reference made a part of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Parties agree that except for Utility's elective changes under Section 5 and except for those certain required changes for which the Utility is responsible under Section 5, the Utility's financial contribution to the Utility Work Elements under this Agreement is in the nature of a fixed-price contract and the Utility's maximum financial contribution for the Utility Work to be performed by WSDOT or its contractor under this Agreement shall not exceed **Three Million Two Hundred Six Thousand Nine Hundred Thirty Two and 52/100 Dollars (\$3,206,932.52)** without separate written approval by the Utility.
2. Final Design Documents and Release for Construction Plan
 - 2.1. Review: Utility will review and comment on construction plans and utility special provisions related to Utility facilities work developed by WSDOT's DB contractor. Comments will be provided to WSDOT fifteen (15) calendar days (exclusive of the day of notification) after each construction plans and Utility special provisions review submittals are transmitted to the Utility. WSDOT, collaborating with the Utility and WSDOT's DB contractor will resolve all comments received from the Utility before the Released for Construction plans related to Utility facilities work are approved for use.
3. Construction, Inspection, and Acceptance
 - 3.1. WSDOT agrees to construct and administer the Utility Work on behalf of the Utility. WSDOT agrees that it is responsible for ensuring the Utility Work performed on behalf of the Utility is in full compliance with the Released for Construction plans, contract documents and all applicable statutes and regulations.
 - 3.2. WSDOT agrees to disconnect and/or reconnect Utility's facilities when such disconnection or reconnection is required by the Utility Work plans. Utility is responsible for notification to consumers of scheduled switchovers or outages related to temporary or permanent relocations of Utility's facilities. WSDOT agrees, as part of the Utility Work, to remove disconnected and/or abandoned facilities at the Utility's cost (which costs are included as part of the Lump Sum Cost Estimate), except where specified otherwise in Exhibit A – Scope of Utility Work. Utility facilities not removed pursuant to this Agreement shall remain the ownership, operation and maintenance responsibility of the Utility.
 - 3.3. The Utility may furnish an inspector for the Utility Work. The Utility agrees that it is solely responsible for all such inspection costs. The Utility's inspector shall not directly contact WSDOT's contractor. All contact between the Utility's inspector and WSDOT's contractor shall be through WSDOT's representative(s). WSDOT's Project Construction Engineer may require the removal and/or replacement of the Utility's inspector if the inspector interferes with WSDOT's Project, WSDOT's contractor and/or the Utility Work.
 - 3.4. WSDOT shall promptly notify the Utility in writing when the Utility Work is completed.
 - 3.5. The Utility shall, within sixty (60) calendar days of being notified by WSDOT in writing that the Utility Work is completed: (a) deliver a letter of acceptance to WSDOT which shall include a release

and waiver of all future claims or demands of any nature against WSDOT resulting from the performance of the Work and WSDOT's administration thereof or (b) deliver to WSDOT written reasons why the Utility Work does not comply with the previously approved Plans and Special Provisions for Utility Work Elements. The Utility agrees to work diligently and in good faith with WSDOT to resolve any issues so as not to delay WSDOT's Project. If all issues are resolved, the Utility agrees to deliver to WSDOT a letter of acceptance as provided herein. WSDOT shall require its DB Contractor to provide the Utility any guaranty or warranty furnished as a customary trade practice in connection with the purchase of any equipment, materials, or items incorporated into the Utility Work. Utility's acceptance of the Utility Work as complete shall not be deemed to be a waiver of any Washington statute of limitations laws the Utility has rights to invoke against the WSDOT DB contractor(s) performing the Utility Work due to defective materials or workmanship that may be discovered by Utility after the warranty period expires. WSDOT's contract for the Utility Work shall specifically identify Utility as a third-party beneficiary under the contract to ensure that Utility has an adequate remedy for any warranty claims or for any claims associated with defective materials and workmanship.

3.6. If the Utility does not respond within sixty (60) calendar days as provided in section 3.5, the Utility Work and the administration thereof will be deemed accepted by the Utility, and WSDOT shall be released from all future claims and demands.

3.7. Upon completion and acceptance of the Utility Work pursuant to Sections 3.5 or 3.6, the Utility agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without WSDOT liability or expense. Nothing in the Agreement will prevent the Utility from utilizing or commissioning the Utility Work in service prior to final acceptance.

3.8. WSDOT will prepare the final construction documentation in general conformance with WSDOT's Construction Manual (M 41-01.34). WSDOT will maintain one set of plans as the official "as-built" set, then make notations in red of all plan revisions typically recorded per standard WSDOT practice, as directed by WSDOT's Construction Manual. Once the Utility has accepted the Utility Work per Section 2.5 or 2.6, WSDOT upon request by the Utility will provide one reproducible set of contract as-builts to the Utility, and the Utility agrees to pay the cost of reproduction upon receipt of a WSDOT invoice. WSDOT shall also provide Utility with an electronic copy of the as-builts at no additional cost.

3.9. WSDOT shall include a provision in its contract for the Utility Work that requires the Utility to be named as an additional insured on all insurance policies and coverages required to be maintained by the contractor under WSDOT's contract for the Utility Work. The contract shall require the contractor to provide the Utility with either a certified copy of all policies with endorsements attached, or a Certificate of Insurance with endorsements attached as are necessary to comply with the terms of this Agreement.

4. Payment

4.1. The Utility agrees that it shall be responsible for a lump sum payment to WSDOT that covers WSDOT's costs, including design reviews, mobilization, construction engineering, contract administration and overhead costs, and the costs of the Contractor and designers associated with the construction of the Utility Work. An itemized estimate of Utility-responsible costs for Utility Work to be performed by WSDOT on behalf of the Utility is included in Exhibit D - Lump Sum Cost Estimate.

4.2. The Utility agrees to pay WSDOT the Lump Sum Cost Estimate in two payments. Upon the execution of this Agreement the Utility agrees to pay WSDOT an initial payment amount sufficient to cover WSDOT's preliminary engineering expenses incurred for the Utility Work. The remaining balance of the Lump Sum Cost Estimate shall be paid by the Utility to WSDOT after the full execution of the contract between WSDOT and its contractor for the Utility Work and within thirty (30) calendar days after WSDOT issues the first notice to proceed to its contractor. The initial payment shall be Fifty-Four Thousand Three Hundred Sixty One Dollars (\$54,361.00) which is the

negotiated cost for WSDOT Preliminary Engineering and Submittal Review (2.5% of the Base Design-Build Contract) for the Utility Work.

In the event the SR 509 Design-Builder's Notice to Proceed is delayed past March 31, 2021 or the Project Utility Scope of Work (Exhibit A) is cancelled entirely, WSDOT shall be required to refund any portion of the Lump Sum Payment relating to Utility Work not completed unless an alternative project schedule is negotiated and approved between the Parties.

4.3. The Parties acknowledge and agree that WSDOT does not have the legal authority to advance state funds for the Utility's Utility Work under this Agreement. Should the Utility fail to make payment according to the terms of this Agreement, WSDOT shall have the right to terminate this Agreement, charging the Utility for all associated costs of termination, including non-cancellable items, as well as associated Project delay and contractor claims. Such termination shall not relieve the Utility's obligation to timely relocate its facilities.

5. Change in Utility Work or Cost Increase

5.1. Increase in Cost: WSDOT is authorized on behalf of the Utility to negotiate and approve change orders with the DB Contractor related to the Utility Work up to a contingency of fifteen percent (15%) of the Lump Sum Cost Estimate identified in Section 1.7. This contingency will not be used for Utility requested elective changes. If unforeseen causes require the cost of the Utility's Work to exceed the authorized fifteen percent (15%) contingency amount, this Agreement shall be modified and amended by the Parties through a supplemental agreement covering the increased cost for the Utility Work.

5.2. The Utility agrees that asbestos cement material (AC) owned by the Utility that conflicts with the Project's construction shall be removed or abandoned in place by WSDOT's Design-Build contractor. The Utility has identified all known locations of AC materials in Exhibits A (Scope of Utility Work) and Exhibit B (Conceptual Plans) with the cost for its removal reflected in Exhibit D (Lump Sum Cost Estimate). If additional AC material is discovered resulting in a change in the cost of the Utility Work, the Utility will reimburse WSDOT for all costs of removing and abating or abandoning in place any conflicting AC material owned by the Utility. These costs will be considered a change as defined in Section 5.1.

5.3. If WSDOT determines that additional Utility Work or a change in the Utility Work scope described in Exhibit A is required, prior written concurrence must be secured from the Utility; however, where the change is required to mitigate a Project emergency or safety threat to the traveling public, WSDOT will direct the change without the Utility's prior approval. WSDOT will notify the Utility of such change as soon as possible thereafter.

5.4. The Utility agrees to respond by either concurring, not concurring or requesting additional information to all WSDOT change order requests in writing and within seven (7) calendar days, exclusive of the day of notification. WSDOT notification shall not be required for Utility-requested changes. If additional Utility Work or changes in the Utility Work are the direct result of the Utility's failure to timely respond as required, the Utility agrees to pay all reasonable costs associated with the changed Utility Work, including the costs of Project or Utility Work delays and/or subsequent contractor claims directly resulting from the Utility's delay.

5.5. Utility shall not be responsible for costs associated with any changed Work caused by or resulting from WSDOT's actions or conduct or the responsibility for such changed Work has been assigned to WSDOT by contract or other agreement of the Parties.

5.6. The Utility may request additions to the Utility Work through WSDOT in writing. WSDOT will implement the requested changes as elective changes, provided that a change does not

negatively impact WSDOT's transportation system and complies with the standard specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or WSDOT design policies, and does not unreasonably delay critically scheduled Project contract activities.

- 5.7. All elective changes to the Utility Work shall be approved in writing by the Utility before WSDOT directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The Utility agrees to pay for the increases in cost, if any, for such elective changes in accordance with this Section 5.
 - 5.8. WSDOT will make available to the Utility all change order documentation related to the Utility Work.
 - 5.9. In the event WSDOT reduces their project scope causing a material reduction in the Project Utility Scope of Work (Exhibit A), the Parties agree to negotiate and modify Exhibit D to include such reasonable cost reduction.
6. Franchise or Permit
- 6.1. Upon completion of the Utility Work, the Utility shall apply for a permit, franchise or an amendment to its current franchise for those new or modified Utility facilities that will be located within WSDOT's right of way. After receiving the application, WSDOT will issue the Utility a permit or a new or amended franchise. The franchise fees identified in WAC 468-34 are included in the Lump Sum Cost Estimate.
 - 6.2. Upon completion of the Utility Work covered under this Agreement, the Utility agrees to prepare, execute and deliver to WSDOT a quit claim deed for all existing easement, fee title, or court finding of prescriptive right, which will be vacated as a result of the relocation of Utility facilities and as identified in Exhibit A.
 - 6.3. In exchange for the quit claim deed, WSDOT agrees to grant or issue the Utility an easement, permit, or franchise, as defined in Exhibit A, for those Utility facilities which will remain on or which cross WSDOT's property or right of way and for which the Utility had an easement, fee title or court finding of prescriptive right. The terms of any easement granted by WSDOT to replace a fee interest, easement or prescriptive right released by the Utility under Section 6.2 shall be as favorable as the terms of any fee interest, easement or prescriptive right relinquished by the Utility.
7. Right of Entry
- 7.1. The Utility agrees to arrange for rights of entry upon all privately owned lands not acquired by WSDOT, upon which the Utility has a claimed property right and which are necessary to perform the Utility Work. The Utility also agrees to obtain all necessary permissions for WSDOT to perform the Utility Work on such lands, which may include reasonable use restrictions on those lands. The Utility agrees to provide the rights of entry and applicable permissions under this section to WSDOT within ninety (90) calendar days of entering into this Agreement. Upon completion of the Utility Work on such lands, the rights of entry and permissions shall terminate.
8. General Provisions
- 8.1. **Indemnification:** To the extent authorized by law, the Utility and WSDOT shall indemnify and hold harmless one another and their employees, officials and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement, provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the Utility and (b) WSDOT, their respective employees, officials and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Utility or WSDOT, and provided further, that nothing herein shall require the

Utility or WSDOT to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers.

The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification and waiver will survive the termination of this Agreement.

- 8.2. Disputes: If a dispute occurs between the Utility and WSDOT at any time during the prosecution of the Utility Work, the Parties agree to negotiate at the Representative level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share the cost of a mediator or arbiter.
- 8.3. Venue: In the event that any Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in King County, Washington. Each Party shall be responsible for its own attorney's fees and costs.
- 8.4. Termination:
 - 8.4.1. Unless otherwise provided herein, the Utility may terminate this Agreement upon thirty (30) calendar days written notice to WSDOT. If this Agreement is terminated by the Utility prior to the fulfillment of the terms stated herein, the Utility shall reimburse WSDOT for all actual direct and related indirect expenses and costs that have not been paid in accordance with the initial and balance payment terms stated herein, including design reviews, mobilization, construction engineering, contract administration and overhead costs, incurred up to the date of termination associated with the Utility Work, as well as the cost of non-cancelable obligations, including any redesign, reengineering or re-estimating, if necessary, to delete the Utility Work, and contractor claims associated with Utility Work, if any, from payment in accordance with Section 4. Further, the Utility acknowledges and agrees that should it terminate this Agreement, such termination shall not relieve the Utility from its responsibility to design, remove, relocate and/or add its facilities so as not to delay or conflict with WSDOT's Project. WSDOT agrees to provide to the Utility all Utility Work-related documents upon final payment by the Utility.
 - 8.4.2. Unless otherwise provided herein, WSDOT may terminate this Agreement upon thirty (30) calendar days' written notice to the Utility. The Utility acknowledges and agrees that should WSDOT terminate this Agreement, such termination shall not relieve the Utility from its responsibility to design, remove, relocate and/or construct its facilities so as not to delay or conflict with WSDOT's Project. WSDOT agrees to provide to the Utility all Utility Work-related documents upon termination of the Agreement.
 - 8.4.3. If this Agreement is terminated by either Party subsequent to Utility's lump sum payment to WSDOT for Utility Work to be performed by WSDOT on behalf of the Utility, WSDOT shall reimburse the payment amount included in Exhibit D – Lump Sum Cost Estimate for Utility Work not performed.
- 8.5. Amendments: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.

8.6. **Independent Contractor:** Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.

8.7. **Audit and Records:** During the progress of the Utility Work and for a period of not less than six (6) years from the date of physical completion, both Parties shall maintain the records and accounts pertaining to the Utility Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the other Party, State of Washington, and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the Utility Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.

8.8. **Calendar Days:** Calendar days for this Agreement are defined as Any day on the calendar including Saturdays, Sundays, and legal holidays, beginning and ending at midnight.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year last written below.

Requesting Entity	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Approved as to Form Requesting Entity	Approved as to Form Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

SUBJECT: Authorize Interlocal Agreement between Highline Water District (HWD) and the Washington State Department of Transportation (WSDOT) relating to HWD Project 18-2 International Blvd @ SR 509 Road Improvements

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>Amount:</i> \$ _____			

ATTACHMENTS:

1. Resolution 20-5-20A
2. Attachment #1 - Interlocal Agreement

COMMENTS:

WSDOT plans to design and construct a new freeway to finalize the connection between Interstate 5 and existing SR509, entitled SR509 Completion Project Stage 1 (Project.

WSDOT's Project work will require to remove and/or relocate and/or add certain Utility facilities (Utility Work) owned by the District (Utility) to accommodate the WSDOT Project.

The District identified Project 18-2 in the 2020 Capital Improvement Program to address the Utility Work associated with the SR509 Completion Project Stage 1.

It is deemed to be in the best public interest for WSDOT to perform the relocation, removal, or new construction of Utility's facilities on behalf of the Utility

Staff recommends approval of this resolution.