

THIS AGREEMENT, entered into this 5<sup>th</sup> day of October, 1954, between the STATE OF WASHINGTON, WASHINGTON STATE HIGHWAY COMMISSION, acting through the Director of Highways under and by virtue of RCW 43.27.020 and Section 1, Chapter 100, Laws of 1953, hereinafter referred to as the "State", and the PUBLIC UTILITY DISTRICT NO. 1 of LEWIS COUNTY, of Chehalis, Washington, hereinafter referred to as the "Utility,"

WITNESSETH:

WHEREAS, the Utility owns and operates electric transmission plant and facilities in Lewis County, Washington, and

WHEREAS, the Utility supplies electric energy to certain state-owned traffic signal and illumination facilities on state highways in Lewis County, and

WHEREAS, it may be necessary from time to time to make repairs and/or replacements to said state-owned traffic signal and illumination facilities due to storm damage, third party damage, or for other reasons, and

WHEREAS, it is deemed to be in the best public interest for the Utility, as the serving agency, to perform such repairs and/or replacements, and

WHEREAS, the Utility has signified its willingness to perform said repairs and/or replacements as may be necessary,

NOW, THEREFORE, it is understood and agreed by the parties hereto that:

1. When the State may require such repairs and/or replacements to be done by the Utility, the State will make a specific request to the Utility, giving the location of the work and specific information concerning the work to be done, including arrangements for procurement of materials as may be required. Upon receipt of such request, the Utility shall proceed to perform the work with reasonable dispatch, consistent with the urgency of the need, and will furnish materials, equipment and tools and shall employ and pay all labor necessary in accordance with the request made by the State.

2. In consideration of the performance of each specific request to the Utility and upon presentation of State vouchers, the State agrees to pay the Utility for the actual direct cost of labor, materials and equipment, plus 15% in addition thereto to cover overhead expense.

3. The Utility shall be solely liable for any and all injuries to persons or damage to property in any manner caused by the negligence of the Utility, or its agents or servants, in or about the prosecution of the work hereinabove provided for, and shall indemnify and save harmless the State from any and all losses or damage on account of any such claims for injury to persons or damage to property.

4. This agreement shall be in effect from and after October 1, 1954, and thereafter until and unless amended or terminated upon thirty (30) days' written notice by either party to the other.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

PUBLIC UTILITY DISTRICT NO. 1  
OF LEWIS COUNTY

By T. A. Tichel

P. Perkins

STATE OF WASHINGTON, Acting by and  
through the Washington State Highway  
Commission

By W. Suggs  
Director of Highways

APPROVED AS TO FORM:

Sept. 29 1954

Don Miller

Assistant Attorney General.