

CONTRACT FACE SHEET

Document Type: ☐ Contract ☐ Franchise Agreement  
☒ MOU ☐ Right of Way Use Agreement  
☐ Interlocal Agreement ☐ Lien  
☐ Notice of Acceptance ☐ Correspondence  
☐ Retainage ☐ Collective Bargaining Agreement

Status: ☒ New ☐ Renewal  
☐ Amendment ☐ Cancellation  
☐ Change Order

\*Vendor Name: Puget Sound Energy

\*JDE PO Number: \_\_\_\_\_

\*Effective Date: 6-25-03

\*Termination Date: 6-25-07

\*Clerks Receiving Number: 34154

Related Receiving Number: \_\_\_\_\_

Bld Number: \_\_\_\_\_

Grant Number: \_\_\_\_\_

Ordinance Number: 5443

Resolution Number: \_\_\_\_\_

CIP Number: \_\_\_\_\_

Project Name: Facilities Relocation Procedure

Site Name: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

Location: \_\_\_\_\_

\* Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

Face Sheet Date: 6-24-05 MT

Scan: \_\_\_\_\_

Index: \_\_\_\_\_

REC NO. 34154  
CITY OF BELLEVUE  
DATE 6/25/03  
M-701200  
CITY CLERK'S OFFICE  
03-397

**Memorandum of Understanding  
Facilities Relocation Procedure**

This Memorandum of Understanding is entered into between the City of Bellevue (the "City") and Puget Sound Energy ("PSE"), also referred to herein together as the "Parties". Ord 5443

WHEREAS, the City and PSE have entered into a Franchise Agreement, Ordinance No. 5443 ("the Franchise"), and

WHEREAS, the City and PSE recognize the value of defining and developing their working relationship through cooperation, planning, communication and coordination, and

WHEREAS, the City and PSE desire to establish a mutually agreed procedure for relocation of PSE's Facilities that are subject to the Franchise,

NOW, THEREFORE, it is hereby understood and agreed between the Parties as follows:

This Memorandum of Understanding is intended by the Parties to be supplemental to the Franchise to the extent it contains procedures for the relocation of PSE's Facilities which are subject to the Franchise. The Facilities Relocations Procedures provided herein have been agreed to by the Parties for the purpose of implementing the respective obligations of the Parties contained in Section 7 of the Franchise with respect to projects specifically identified in the City CIP and identified for project funding in the City's biennial budget.

Unless specifically defined otherwise in this Memorandum of Understanding, all defined terms herein will have the same meaning as when used in the Franchise.

This Memorandum of Understanding may be amended by mutual agreement of the Parties. Any amendment must be set forth in writing, signed by the Parties, and specifically state that it is an amendment to this Memorandum of Understanding.

The Parties intend that, notwithstanding circumstances beyond the control of the Parties, required relocations of PSE's Facilities subject to the Franchise will be performed by the Parties in accordance with the Facilities Relocation Procedures provided herein. The Parties acknowledge that the Facilities Relocation Procedures, including specifically the time requirements provided therein, may, from time to time, require amendment, or as mutually agreed by the Parties deviation therefrom, to reasonably accommodate circumstances beyond the control of either Party. In such event, the Parties will make their respective best efforts to reasonably amend this Memorandum of Understanding, or to reasonably deviate from the procedures contained herein, as the Parties may mutually agree upon.

This Memorandum of Understanding, as from time to time amended, will remain in full force and effect for the term of the Franchise, unless sooner terminated by mutual agreement of the Parties.

#### **Facilities Relocation Procedure**

1. Reasonably well in advance of, but in no case less than 180 days before (unless otherwise mutually agreed by the Parties or otherwise necessitated by circumstances beyond the control of the Parties) the City desires PSE to commence construction of a required relocation of PSE's Facilities which are subject to the Franchise, the City will provide PSE with a written scope of work for the City's related Public Works Project which includes, among other things, (a) a reasonably detailed description of the scope of the work required for the Public Works Project, (b) a list of the key milestone dates for the Public Works Project including the projected dates by which construction of the required relocation should be commenced and completed by PSE, and (c) two (2) copies of reasonably detailed drawings showing the planned improvements for the Public Works Project (collectively the "Scope of Work"). The City will also provide PSE with a copy of the relevant electronic file(s) for the Scope of Work in a mutually agreed electronic format.

2. Within a reasonable time, but in no case later than sixty (60) days (unless otherwise mutually agreed by the Parties) after receipt by PSE of the City's Scope of Work, PSE will prepare and provide to the City: (a) a proposed design for the relocated Facilities that accommodates the planned improvements for the Public Works Project, and (b) a proposed schedule for completion of the relocation which, to the extent reasonably practicable, reflects the applicable key milestone dates specified in the Scope of Work and provides for completion of the required relocation by the projected relocation completion date provided by the City in the Scope of Work. The proposed relocation design and proposed relocation schedule will be based upon the then current Scope of Work provided to PSE by the City.

3. Within fifteen (15) days after the City's receipt of the proposed relocation design and the proposed relocation schedule from the PSE, the City and PSE will begin meeting, as necessary, in order to (a) review the Scope of Work, (b) review the proposed relocation design, (c) review the proposed relocation schedule, and (d) make any changes thereto necessary to create a final Scope of Work, final relocation design, and final relocation schedule (collectively the "Relocation Plan") reasonably acceptable to both Parties.

4. The Relocation Plan will be accepted in writing by authorized representatives of both Parties not less than sixty (60) days prior to the date PSE is to commence relocation construction contained therein. Once accepted by the Parties, the Relocation Plan may thereafter be changed or amended only in accordance with the change procedures set forth below.

5. The City will promptly notify PSE of any revision(s) and/or addition(s) to the planned improvements for the City's Public Works Project which may impact the design of or location for PSE's Facilities contained in the Relocation Plan.

6. The City will, not less than fifteen (15) days prior to the date contained in the Relocation Plan that PSE is to commence relocation construction, provide a written notice to PSE to proceed with construction of the required relocation as provided in the Relocation Plan.

7. After receipt of the City's notice to proceed, PSE will relocate such Facilities within the Franchise Area at no cost to the City as provided in the Relocation Plan.

8. The City will be responsible for coordinating the PSE relocation work with all other work to be performed in connection with the Public Works Project and any associated planned improvements. The Parties will work together in an effort to mitigate the costs of the relocation, including, without limitation, identifying ways to accommodate PSE's Facilities within the Franchise Area.

9. Upon request of the City, and in any event as specified in the Relocation Plan, PSE will provide periodic progress reports to the City.

10. Any actual reasonable costs incurred by the City or by any contractor working for the City, caused by construction delays reasonably attributable to a failure by PSE to adhere to the Relocation Plan, including the date contained therein by which PSE is to complete the required relocation, will be the sole responsibility of PSE unless such failure is excused, as provided for in Section 23, Force Majeure, of the Franchise.

11. In the event the City terminates or abandons the Public Works Project, such that relocation of PSE Facilities will not be or would not have been necessary, the City will pay PSE for all actual reasonable costs incurred by PSE in performance of the relocation including any necessary design and/or construction work, plus any costs incurred by PSE for materials and other items ordered or procured by PSE (with the prior authorization of the City) in order to meet the final relocation schedule in the Relocation Plan.

12. Either Party may, at any time, by written request to the other Party, request changes to the Relocation Plan. No request for change will be unreasonably denied by either Party. A Request for Change will be effective and binding upon the Parties only when signed by an authorized representative of each Party. The Parties will meet and work in good faith with the objective of reaching written agreement on mutually acceptable adjustments to the Relocation Plan. Notwithstanding resolution of any dispute and/or mutual agreement concerning requested changes to the Relocation Plan, each Party will, if requested by the other Party and to the extent reasonably practicable, proceed with their respective work in accordance with the Relocation Plan, subject to any mutually agreed change(s), to

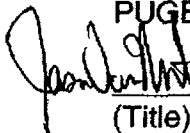
accommodate the Public Works Project and avoid delays related thereto. In the event the Parties so proceed, the Parties will thereafter make their respective best efforts to resolve any dispute and/or to reach mutual agreement on any requested change(s) and/or the results of such proceeding notwithstanding such prior agreement.


13. Any dispute, disagreement or claim arising out a required relocation of PSE's Facilities must first be presented to and considered by the Parties. A Party who wishes to present such dispute, disagreement or claim will notify the other Party and pursue resolution of the dispute, disagreement or claim consistent with Sections 11 and 12 of the Franchise and as limited by Section 25 of the Franchise. All negotiations pursuant to these procedures for the resolution of disputes will be confidential and will be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.


Agreed and Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2003

PUGET SOUND ENERGY, INC.

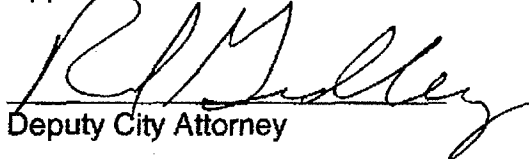
CITY OF BELLEVUE

 - Manager Municipal Land Planning  
(Title)

  
City Manager  
*Deputy*

 Director of Customer Operations  
(Title)

Approved as to form:

  
Deputy City Attorney

