

AFTER RECORDING RETURN TO:

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City of Kennewick  
210 W. 6<sup>th</sup> Ave.  
Kennewick, WA 99336-0108

Attn. Terri Wright, City Clerk

**INTERLOCAL COOPERATIVE PROJECT AGREEMENT BETWEEN  
PUBLIC UTILITY DISTRICT #1 OF BENTON COUNTY AND CITY OF KENNEWICK FOR THE  
P2012 – STEPTOE ST./GAGE BLVD. INTERSECTION PROJECT**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as “Interlocal Agreement”, entered into this 17th day of August, 2022, the City of Kennewick, Washington, a municipal corporation, hereinafter referred to as the “City”, and Public Utility District #1 of Benton County, Washington, a municipal corporation of the state of Washington, hereinafter referred to as the “Public Utility District #1” enter into the following agreement:

WHEREAS the City is to upgrade the Steptoe St./Gage Blvd. intersection by constructing dual left turn lanes and dedicated right turn lanes on all approaches as well as providing new signals, luminaire, sidewalks, ADA ramps and retaining walls; and

WHEREAS the City will be impacting the Public Utility District #1's infrastructure, causing a portion of both their Electrical and Fiber system to be relocated in order to avoid the intersection improvements; and

WHEREAS the work covered under this agreement can be defined by three specific tasks:

1. Relocation of Overhead Electrical transmission poles.
2. Relocation of Underground Fiber lines.
3. Relocation of Underground Electrical power.

WHEREAS there is a mutual benefit to the City and the Public Utility District #1 to cooperate in maintaining and improving their infrastructure while upholding government efficiency; and

WHEREAS the parties hereto are authorized by RCW 39.34.030 to enter into agreements with one another to jointly carry out the powers and authorities of the parties; NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. For relocation of Underground Fiber and Underground Electrical utilities, the Public Utility District #1 shall provide the City with specifications of the Public Utility District #1 part of the project for the Underground Fiber and Underground Electrical relocation, which includes, but is not limited to trench excavation, hole excavation, gravel bedding and backfill for vaults, junction boxes and conduit runs, and landscape restoration work. The work will include furnishing all labor, tools, materials, and equipment required for completion of the improvements as may be necessary in accordance with the specifications, drawings, contract documents, and conditions for the Public Utility District #1's portion of the project.

Section 2. The City will bid the project so that the cost of the trench, backfill and benching required for the Public Utility District #1's portion of the Underground Fiber relocation and Underground Electrical relocation shall be included in the scope as a separate schedule of the bid, which will be paid for by the P2012 – Steptoe St./Gage Blvd. Intersection Project. Installation of all materials for the Public Utility District #1's portion will be completed by Public Utility District #1 and/or its contractor.

Section 3. The City will bid the City's Project and the Public Utility District #1's schedule together in accordance with the legal bidding requirements of the City, and the City select the lowest responsible bidder for the Projects.

Section 4. The City will provide primary oversight, construction management and inspection to excavate for the Underground Fiber and Underground Electrical infrastructure. The Public Utility District #1 will provide periodic inspections, final inspection, punch list, and approval of the Public Utility District #1's underground infrastructure. The Public Utility District #1 shall provide the City with a written punch list for the Public Utility District #1's Underground Fiber and Underground Electrical infrastructure within 2 working days of completion by the City's contractor. The City shall seek timely completion of the Public Utility District #1's punch list.

Section 5. The City's Project includes, but is not limited to constructing dual left turn lanes and dedicated right turn lanes on all approaches as well as providing new signals, luminaire, sidewalks, ADA ramps and retaining walls at the intersection of Steptoe St. and Gage Blvd. The work will include furnishing all labor, tools, materials, and equipment required for completion of the improvements as may be necessary in accordance with the specifications, drawings, contract documents, and conditions. All material and labor (excluding any trenching, backfill or benching) will be provided by and installed by Public Utility District #1 and/or its contractor for Public Utility District #1's portion of the Underground Fiber and Underground Electrical relocation.

Section 6. Each party shall obtain the necessary permits for their portion of work. The Public Utility District #1 will furnish a copy of its permit to the City.

Section 7. The Public Utility District #1 shall approve trench excavation widths, hole excavation sizes, gravel bedding for the vaults and junction boxes, trench backfill, landscape restoration and sidewalk restoration associated with their Underground Fiber and Underground Electrical relocation work. The Public Utility District #1 shall provide the name and contact information for a Public Utility District #1 representative that has full authority to approve change orders associated with the Project.

Section 8. For the Overhead Electrical transmission pole relocation work performed entirely by the Public Utility District #1, and the remainder of the underground relocation work for the Underground Fiber lines and Underground Electrical power work not performed in the City's P2012 – Steptoe St./Gage Blvd. Intersection Project, the Public Utility District #1 shall invoice the City on a monthly basis as costs are incurred, with a not to exceed amount of **\$160,100.00**.

Section 9. The City will require the successful bidder for the City's Project to conform to Washington law prescribed for Public Works Projects, including the payment of prevailing wage and the submission of the required performance bond.

Section 10. This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit

between the parties arising out of this Agreement shall be the Superior Court for the county of Benton, State of Washington.

Section 11. This Agreement may be changed, modified, or amended only upon written agreement executed by both parties.

Section 12. It is not intended that a separate legal entity shall be established to conduct the cooperative undertaking, nor is the acquiring, or holding, or disposing of real or personal property anticipated. The City of Kennewick is designated as the Administrator of the project.

Section 13. Each party shall defend, indemnify, and hold the other harmless from any claims, damages, causes of action, or judgments arising from, or as a direct result of the negligent or intentional acts of its agents, employees, or officers associated with this Agreement.

Section 14. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, verbal or otherwise, in regard to the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties.

Section 15. This Agreement shall be effective upon execution by both parties and shall remain in effect until City Council accepts the Project as complete, unless terminated at an earlier date by either party without cause if such party provides 30 days prior written notice to terminate.

Section 16. This interlocal agreement shall be filed as provided by RCW 39.34.

CITY OF KENNEWICK

DocuSigned by:

By: Marie E. Mosley  
219E C87A54DF44F

Title: City Manager

BENTON PUBLIC UTILITY DISTRICT

DocuSigned by:

By: Rick Dunn  
3D70E1355202020A

Title: General Manager

ATTEST BY:

DocuSigned by:

Terri L. Wright  
Terri Wright, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Lisa Beaton  
Lisa Beaton, City Attorney

