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Benton PUD Contract #24-21-13

**INTERLOCAL COOPERATIVE PROJECT AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT #1 OF BENTON COUNTY AND CITY OF KENNEWICK FOR THE
P2011 – QUINAULT/COLUMBIA CENTER BLVD. INTERSECTION PROJECT**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as “Interlocal Agreement”, entered into this 17 day of July, 2024, 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 construct a new traffic signal system at the intersection of Quinault Ave. and Columbia Center Blvd. to accommodate a new right-turn lane for added turning capacity for eastbound traffic turning northbound onto Columbia Center Blvd. This proposed work will require reconstructing the southwest corner, southeast corner, north and south island and widening the east and west approaches at the intersection; and

WHEREAS the City will be impacting the Public Utility District #1’s infrastructure, causing their electrical system to be relocated in order to avoid the intersection improvements; and

WHEREAS the work covered under this Agreement can be defined by four (4) specific tasks:

1. Relocation of an existing PUD junction box.
2. Relocation of an existing overhead power pole at the southeast corner.
3. Installation of Underground Electrical power and fiber.
4. Installation of Vaults, Switch Cabinets, fiber box, and related equipment as necessary for the City project.

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 Revised Code of Washington (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 Overhead Electrical to 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 Electrical installation, which includes, but is not limited to trench excavation, hole excavation, crushed surfacing top course backfill and gravel bedding for vaults, junction boxes and conduit runs, controlled density pavement (CDF) backfill around existing AC water mains, curb, gutter, sidewalk 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 traffic control, project maintenance, surveying, curb, gutter and sidewalk removal, trenching, all backfill, benching, gravel bedding, pavement restoration, curb, gutter, sidewalk and landscape restoration work required for the Public Utility District #1's portion of the Underground Electrical installation shall be included in the scope as a separate schedule(s) of the bid, which will be paid for through the P2011 – Quinault/Columbia Center Blvd. Intersection Project, but reimbursed by Public Utility District #1. 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(s) together in accordance with the legal bidding requirements of the City, and the City select the lowest responsible bidder for the Project.

Section 4. The City will provide primary oversight, construction management and inspection to excavate for the new 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 Electrical infrastructure within two (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 curb, gutter, sidewalk, traffic curbing, concrete traffic island improvements, retaining walls, driveways, storm drainage, utility trench excavation, landscape and irrigation restoration, HMA patching restoration and overlay, striping, signage and a new signal system. 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 for installing electrical utilities (underground conduit, pole relocation/replacement, electrical vaults and junction boxes, and wire) 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 Electrical installation.

Section 6. 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 Electrical and Fiber installation 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 7. For the Overhead Electrical pole relocation work performed entirely by the Public Utility District #1, and the underground power conduit and vault installation within the City's project limits for the Underground Electrical power work not performed in the City's P2011 – Quinault/Columbia Center Blvd. Intersection Project, and work herein mentioned in this Agreement.

Section 8. The Public Utility District #1 shall compensate the City for the contracted bid items that have been identified as their Project in the Contract Proposal. Public Utility District #1 will also be responsible for all change orders that are directly attributed to the Public Utility District #1, of which the City will seek approval from Public Utility District #1 prior to approval of the change order. Public Utility District #1 shall pay the City a three percent (3%) Administration Fee of the Public Utility District #1 Project cost to bid and oversee this activity. The City shall invoice the

Public Utility District #1 on a monthly basis as costs are incurred, with a not to exceed amount of **forty-seven thousand two hundred thirty dollars (\$47,230) plus the three percent (3%) Administration Fee for the contracted bid items.**

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 thirty (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: Erin Erdman
9C27F3E05517436...

Title: City Manager

BENTON PUBLIC UTILITY DISTRICT

DocuSigned by:
By: Rick Dunn Rick Dunn
9DF6EC89804846E...

Title: General Manager

ATTEST BY:

DocuSigned by:
Brandi Rolston
Krystal Townsend, City Clerk
14583301E...

APPROVED AS TO FORM:

DocuSigned by:
Lisa Beaton
Lisa Beaton, City Attorney
74583301E...

Certificate Of Completion

Envelope Id: 847D134DE9DA4CD08E98D38F25925F23	Status: Completed
Subject: P2011 Benton PUD ILA Agreement	
Source Envelope:	
Document Pages: 3	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Sandra Quandt
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Attn: Accounts Payable
	PO Box 6108
	Kennewick, WA 99336-0108
	sandra.quandt@ci.kennewick.wa.us
	IP Address: 68.116.10.130


Record Tracking

Status: Original	Holder: Sandra Quandt	Location: DocuSign
7/17/2024 9:32:04 AM	sandra.quandt@ci.kennewick.wa.us	

Signer Events

Lisa Beaton
 Lisa.Beaton@ci.kennewick.wa.us
 Interim City Manager
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 64.184.148.56

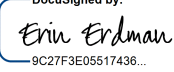
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 Signed: 7/17/2024 9:42:42 AM

Electronic Record and Signature Disclosure:

Accepted: 7/17/2024 9:42:11 AM
 ID: 564de57d-2b96-4fff-9e97-b7cf93a905f7

Erin Erdman
 Erin.Erdman@ci.kennewick.wa.us
 City Manager
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 64.184.148.56

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Electronic Record and Signature Disclosure:

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 ID: 57088f1f-2b72-42d4-9823-5117987db7ca

Brandi Ralston
 Brandi.Ralston@ci.kennewick.wa.us
 Deputy City Clerk/Public Records Officer
 City of Kennewick
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 64.184.148.56

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 Signed: 7/17/2024 10:34:27 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure: Accepted: 7/15/2024 8:33:26 AM ID: b1b4c8e1-7cd3-40be-a23e-ea9f50ba5bea		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	7/17/2024 9:38:24 AM
Certified Delivered	Security Checked	7/17/2024 10:25:06 AM
Signing Complete	Security Checked	7/17/2024 10:34:27 AM
Completed	Security Checked	7/17/2024 10:34:28 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, City of Kennewick (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact City of Kennewick:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: christina.palmer@ci.kennewick.wa.us

To advise City of Kennewick of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at christina.palmer@ci.kennewick.wa.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from City of Kennewick

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to christina.palmer@ci.kennewick.wa.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Kennewick

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to christina.palmer@ci.kennewick.wa.us and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Kennewick as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Kennewick during the course of my relationship with you.