

AFTER RECORDING RETURN TO:

City of Kennewick
210 W. 6th 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
P2010 – DESCHUTES/COLUMBIA CENTER BLVD. INTERSECTION PROJECT**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as "Interlocal Agreement", entered into this 14.00 day of May, 2023, 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 Deschutes Ave. and Columbia Center Blvd. to accommodate a new right-turn lane for added turning capacity for west-bound traffic turning northbound onto Columbia Center Blvd. This proposed work will require reconstructing each corner and widening each approach at the intersection. In addition, the proposed work will require the installation of a roundabout at Colorado St. and Deschutes Ave.; 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 Overhead Electrical Distribution poles.
2. Relocation of Transformer for Traffic Signal System and Street Lighting
3. Installation of Underground Electrical power.
4. Installation and relocation of Vaults, Switch Cabinets 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 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, 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 trench, backfill, benching, gravel bedding, pavement, 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 P2010 – Deschutes/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 islands, retaining walls, driveways, storm drainage, utility trench excavation, landscape and irrigation restoration, HMA patching and overlay, striping, signage and a new signal system. Along Deschutes Ave the entire intersection at Columbia Center Blvd and at Colorado St. will be overlaid with hot mix asphalt and restriped. 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, benching and restoration work) 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 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 P2010 – Deschutes/Columbia Center Blvd. Intersection Project, and work herein mentioned in this agreement, the City shall invoice the Public Utility District #1 on a monthly basis as costs are incurred, with a not to exceed amount of \$93,120.00.

Section 8. 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 9. 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 10. This Agreement may be changed, modified, or amended only upon written agreement executed by both parties.

Section 11. 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 12. 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 13. 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 14. 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 15. This interlocal agreement shall be filed as provided by RCW 39.34.

CITY OF KENNEWICK

DocuSigned by:
By: Marie E. Mosley
219EC87A54DE44F
City Manager
Title: _____

BENTON PUBLIC UTILITY DISTRICT

DocuSigned by:
By: Rick Dunn
8DF6EC89804846E...
General Manager
Title: _____
10/2/2024

ATTEST BY:

DocuSigned by:
Terri L. Wright
Terri Wright, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Lisa Beaton
Lisa Beaton, City Attorney