## HIGHLINE WATER DISTRICT King County, Washington

#### **RESOLUTION 21-8-4A**

RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC AND HIGHLINE WATER DISTRICT RELATING TO PROJECT 18-5 34TH AVENUE SOUTH WATER MAIN REPLACEMENT

WHEREAS, the City is constructing roadway improvements ("City Work") along 34th Ave S between S 160th St and S 166th St; and

WHEREAS, the District owns and operates certain water utilities located within the right-of-way and must relocate the existing infrastructure to accommodate the City Work; and,

WHEREAS, the District identified the relocation work ("Project") as Project 18-5 34th Avenue S Water Main Replacement in the 2021 Capital Improvement Plan; and,

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

**WHEREAS**, integrating the Project with the City Work would be more expedient, less expensive, and less disruptive to the public than if the District and City undertook the Project and the City Work separately; and

WHEREAS, the Parties desire to establish a formal arrangement under which the District will pay the City in consideration of the City incorporating the design of the Project into the design of the City Work and constructing the Project in conjunction with the construction of the City Work; and

**WHEREAS**, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking.

#### NOW, THEREFORE, BE IT RESOLVED:

- The General Manager or designee is authorized to enter and execute an Interlocal Agreement
  with the City of SeaTac (Attachment #1 incorporated herein) to incorporate the design of the
  Project into the design of the City Work and constructing the Project in conjunction with the
  City Work.
- 2. The General Manager and/or designee and the District's legal counsel are authorized to make minor changes to the Interlocal Agreement if required.

## HIGHLINE WATER DISTRICT King County, Washington

#### **RESOLUTION 21-8-4A**

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **4th** day of **August 2021**.

#### **BOARD OF COMMISSIONERS**

Todd Fultz President

Daniel Johnson, Commissioner

Kathleen Quong-Vermeire, Commissioner

#### **ATTACHMENT - 1**

# INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC AND HIGHLINE WATER DISTRICT FOR CONSTRUCTION OF WATER DISTRUBUTION FACILITIES AS PART OF 34TH AVENUE S PROJECT SEATAC PUBLIC WORKS CIP ST-015

THIS AGREEMENT ("Agreement") is entered into between the City of SeaTac, a Washington Municipal Corporation, located and doing business at 4800 South 188th Street, SeaTac, Washington 98188 ("CITY") and Highline Water District, a Washington Municipal Corporation, located and doing business at 23828 30<sup>th</sup> Avenue South, Kent, Washington 98032 ("DISTRICT"); (individually a "Party" and collectively the "Parties").

#### RECITALS

- A. Whereas, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and
- B. Whereas, the CITY is constructing roadway improvements along 34th Ave S between S 160th St and S 166th St within the City of SeaTac, Washington ("PROJECT").
- C. Whereas, the DISTRICT operates and maintains water distribution facilities within the CITY's right-of-way in the vicinity of the PROJECT.
- D. Whereas, the DISTRICT desires to install water distribution facilities ("DISTRICT WORK") within the Project limits.
- E. Whereas, the CITY is willing to include the installation of the DISTRICT WORK as part of the Project conditioned upon the District reimbursing the CITY for the cost to administer and install the DISTRICT WORK.
- F. Whereas, the Parties can achieve cost savings and benefits in the public's interest by combining construction of PROJECT and DISTRICT WORK.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties agree as follows:

#### **AGREEMENT**

<u>Section 1. General:</u> The CITY, as agent acting for and on behalf of the DISTRICT, agrees to perform the DISTRICT WORK, in accordance with and as described in the Scope of Work marked **Exhibit A** and Plans and Specifications marked **Exhibit B** attached hereto, which by this reference are made a part of this Agreement.

Section 2. Construction Plans: The DISTRICT WORK entails installation of approximately 2,500 linear feet of new ductile iron water main and appurtenances including valves, fittings, new service connections, and water hydrant assemblies removal and disposal of 2,500 lineal feet of City of SeaTac/Highline Water District Interlocal Agreement, Page 1 34th Avenue S, Public Works Project ST-015

existing water main and appurtenances. Work will also include asphalt pavement restoration, traffic control, erosion and sediment control, construction surveying, and connection to the existing water system. Plans, specifications and cost estimates for the DISTRICT WORK have been prepared by the DISTRICT generally in accordance with the 2021 State of Washington Standard Specifications for Road, Bridge and Municipal Construction, DISTRICT Standard Specifications as applicable, and adopted design standards ("Plans and Specifications"). The DISTRICT hereby approves the Scope of Work for the DISTRICT WORK as described in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Work").

Section 3. Bidding and Construction: The CITY is hereby designated the DISTRICT's construction agent for the DISTRICT WORK. The CITY will incorporate the DISTRICT's Plans and Specifications into the Project as a separate bid schedule (Schedule B) to the PROJECT contract in such a manner as to allow, to the greatest extent possible, identification of cost allocations between the respective work for the Parties. The CITY shall thereafter advertise the resulting Project for competitive bid. Bid award shall be made to the lowest responsible responsive bidder for the total project, subject to applicable laws and regulations. Changes in the DISTRICT WORK and associated costs will be the responsibility of the DISTRICT, as are cost overruns and expenses associated with the DISTRICT WORK. Following the CITY's receipt of bids for the Project work, the CITY shall furnish the DISTRICT with the bid, bid prices, and the list of contractors and subcontractors for the DISTRICT WORK. DISTRICT shall review the bid documents and notify the CITY in writing within ten (10) business days of the receipt of the bid whether the DISTRICT approves or rejects the bid(s) for the DISTRICT WORK.

- a. DISTRICT Rejection of Bid. The DISTRICT has the right to reject the bid if the bid exceeds the engineer's estimate for the DISTRICT WORK by 50% as shown as Schedule B on Exhibit C ("Cost of Work" or "Engineer's Estimate"). The CITY shall not proceed with the DISTRICT WORK if the lowest bid for the DISTRICT WORK is 50% above the estimate and the CITY has received written notification from the DISTRICT within ten (10) business days of delivery of notice of the bid amount that the DISTRICT is rejecting the bid(s). The DISTRICT shall pay the CITY for the cost to rebid the PROJECT, not to exceed \$10,000.
  - Following rejection of a bid, the DISTRICT may elect not to proceed with the DISTRICT WORK or may select its own contractor to do the DISTRICT WORK. If the DISTRICT proceeds with the DISTRICT WORK following rejection of the initial bid, the DISTRICT will complete the portion of the DISTRICT WORK within Ninety (90) calendar days from the time the DISTRICT rejects the competitive bid.
- b. DISTRICT Acceptance of the Bid. If the DISTRICT accepts the bid and the Project contract is awarded, the CITY will administer and manage the contract. As construction agent, the CITY will perform all engineering, survey and field inspections and shall make all payments to the Contractor. The CITY will keep the DISTRICT advised as to the progress of the Project. After consultation with the DISTRICT, the CITY shall have final judgment and decision-making authority related to the work of the Contractor.

Section 4. Authority to Construct: Subject to the provisions in Section 3 herein, the DISTRICT hereby authorizes the CITY to proceed with construction in accordance with Exhibits A, B and C for the purpose intended by this Agreement, and as further described in Section 8.

<u>Section 5. Inspection by District:</u> The DISTRICT may furnish an inspector on the Project. Any costs for such inspection will be borne solely by the DISTRICT. All contact between the DISTRICT's inspector and the CITY's Contractor shall be through the CITY's representatives.

Section 6. Acceptance: The CITY shall conduct a field review of each constructed facility with representatives of the DISTRICT and shall further require all punchlist items to be corrected to the satisfaction of the DISTRICT and the CITY before final acceptance by the CITY. The DISTRICT agrees, upon satisfactory completion of the work involved as determined by the DISTRICT, to deliver a Letter of Acceptance of the DISTRICT WORK to the CITY. The DISTRICT's acceptance of the DISTRICT WORK shall not constitute acceptance of any unauthorized or defective work or materials, nor be a waiver of any manufacturer's, supplier's or contractors' warranties. Final acceptance of the Project shall be by the CITY after inspection by all agencies involved.

Section 7. Payment: The DISTRICT, in consideration of the faithful performance of the DISTRICT WORK to be done by the CITY, agrees to reimburse the CITY for the actual direct construction costs and sales tax of all work specified as Schedule B in Exhibit C plus Ten Percent (10%) of the final construction cost to cover Construction Management costs (e.g., project management, construction administration, inspection and testing). Payment shall be made by the DISTRICT to the CITY within thirty (30) calendar days of the DISTRICT's acceptance of the DISTRICT WORK as referenced in Section 6, upon the request of the CITY

Section 8. Extra Work: If unforeseen causes require an increase in the DISTRICT's cost obligation of twenty-five percent (25%) or more from the cost included as Schedule B in Exhibit C, this Agreement shall be modified and amended by supplemental agreement covering the increased cost for the DISTRICT WORK. In the event it is determined that any "substantial change" from the description of the work contained in the Agreement is required, the CITY shall obtain written approval from the DISTRICT before undertaking such additional or changed work. "Substantial change" is defined as any changes requiring an increase in the DISTRICT's financial obligation (per Exhibit C) greater than twenty-five percent (25%). The CITY shall provide prior written notice to the DISTRICT for all changes to the DISTRICT's portion of the work regardless of the financial obligation.

Section 9. Emergency Repairs: Prior to CITY's acceptance of Contractor's work, if there is a need for emergency repair and the CITY's Contractor is unable to perform such repair in a timely manner, the DISTRICT shall have the right to enter upon the CITY's right-of-way and complete said emergency repair. Emergency repairs are defined as work performed by CITY or DISTRICT forces to stabilize, remove immediate hazards or dangers by cutting and capping water mains, and restoring immediate utility services to customers in the area. Upon completion of any emergency repairs by the CITY or the DISTRICT, the CITY and the DISTRICT shall cooperatively determine each Party's financial responsibility.

Section 10. Ownership of Completed Lines: The CITY agrees that the waterline and appurtenances become the property of the DISTRICT on the date the CITY receives full payment for the DISTRICT WORK or the CITY grants final acceptance of the DISTRICT work, whichever is later. The CITY shall forward and assign to the DISTRICT any guarantee or warranty furnished as a normal trade practice in connection with the purchase of any equipment, materials, or items used in the construction of the Project. The CITY shall submit redline drawings to the DISTRICT upon completion of the Project for DISTRICT review and approval. The CITY's Contractor shall warrant the workmanship and materials utilized in the Improvements to be free of defects for a period of one (1) year from the date of transfer; provided the DISTRICT shall retain any rights, claims or demands the DISTRICT may have against the CITY's contractor relating to the DISTRICT's work under applicable statutes of limitation.

<u>Section 11. Legal Relations/Indemnification:</u> The CITY and the DISTRICT agree to defend, save, keep, and hold harmless the other, its officers, agents, employees, and volunteers from and against any and all damages, costs or expenses in law or equity that may any time arise out of or related to damages to property or personal injury received by reason of, or in the course of, or which may be occasioned by any willful or negligent act or omission of either Party arising out of the activities which are the subject of this Agreement.

In the event the DISTRICT accepts the bid and proceeds with the PROJECT using the CITY'S contractor, the CITY shall require the contractor constructing the Project to have the DISTRICT, its elected and appointed officers, agents and employees named as an insured on all policies of insurance to be maintained by Contractor(s) under the terms of any Project contract(s), with the CITY's Contractor building the Project required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation. The Contractor shall provide the CITY with either a certified copy of all policies with endorsements attached or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The CITY shall provide the DISTRICT with copies of all such policies and documents upon receipt of same by the CITY.

The CITY shall require the contractor building the Project to indemnify, defend, and save harmless the DISTRICT and its elected and appointed officers, agents, or employees from any claim, damage, action, liability of proceeding brought or filed against the DISTRICT or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the Project. The Contractor shall also be required to waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to the DISTRICT solely for the purposes of the indemnification.

Section 12. Resolution of Disputes and Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filling suit exclusively under the venue, rules and jurisdiction of the King County Superior Court located at the Kent Regional Justice Center in Kent, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall pay all of its own legal

City of SeaTac/Highline Water District Interlocal Agreement, Page 4 34th Avenue S, Public Works Project ST-015

costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law, provided, however, nothing in this paragraph shall be construed to limit the CITY's or DISTRICT's right to indemnification under Section 11 of this Agreement.

<u>Section 13. Written Notice:</u> Any notice under this Agreement will be in writing and shall be delivered by mail or hand delivery (copies may be emailed) to the parties as specified below:

If to the DISTRICT: Highline Water District

23828 30th Avenue South Kent, WA 98032-3867

Attn: Jeremy DelMar, Assistant General Manager

Email: jdelmar@highlinewater.org

If to the CITY: City of SeaTac

4800 South 188th Street SeaTac, WA 98188

Attn: Florendo Cabudol, City Engineer Email: fcabudol@seatacwa.gov

Either party may change the above addresses to which notices are sent by giving notice of such change to the other party in accordance with the provisions of this Section.

<u>Section 14. Assignment:</u> Any assignment of this Agreement by either Party without the prior written consent of the non-assigning Party shall be void.

<u>Section 15. Modification:</u> No waiver, alteration, or modification of any of the provisions for the Agreement shall be binding unless in writing and signed by a duly authorized representative of the CITY and the DISTRICT.

<u>Section 16. Entire Agreement:</u> The written provisions and terms of this Agreement together with any attached Exhibits, shall supersede all prior verbal statements of any officer or other representative of either Party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. This document, including all Exhibits, is the entire Agreement between the Parties. Should any language in any of the Exhibits to the Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

<u>Section 17. Effective Date:</u> This Agreement shall be effective as to all Parties on the last date signed below ("Effective Date").

### IN WITNESS WHEREOF, this Agreement is executed by the Parties by their authorized officers indicated below

EXECUTED, this	day of	. 2021.				
CITY OF SEATAC		HIGHLINE WATER DISTRICT				
Carl Cole City Manager		Matt Everett General Manager				
Date Signed		Date Signed				
Approved as to form:						
Mary E. Mirante Bartolo City Attorney						

#### **EXHIBIT A**

#### SCOPE OF WORK

#### **CITY PROJECT**

The scope of the City's PROJECT is to is to construct new roadway improvements along 34<sup>th</sup> Ave S from S 160<sup>th</sup> St to S 166<sup>th</sup> St. Work will include but not limited to traffic control, temporary erosion and sediment control; pavement planing, repair and overlay; pavement reconstruction, installation of illumination and rectangular rapid flashing beacon (RRFB) systems, construction of curb, gutter and cement concrete sidewalk, wheelchair ramps, installation of walls, storm drainage improvements; utility undergrounding; signage; pavement marking, and other work to complete the project, and other work described in the construction documents.

#### **DISTRICT WORK**

The scope of the DISTRICT WORK includes the installation of approximately 2,500 linear feet of 12-inch and smaller diameter ductile iron water main, including fittings, valves, hydrants, services, and other water system appurtenances, as described in the Plans and Specifications prepared by Parametrix, Inc. The DISTRICT will remove the existing water main to be replaced as part of the DISTRICT WORK.

#### **CONSTRUCTION WORK SCHEDULE**

The estimated start date for construction of the PROJECT, including DISTRICT WORK is <u>September 2021</u>. The anticipated duration is 320 working days.

#### **EXHIBIT B**

#### **PLANS AND SPECIFICATIONS**

The Plans and Specifications for the District Work shall be the advertisement-ready documents as prepared by Parametrix, Inc. and issued by the District and incorporated into the PROJECT, including any addenda or amendments thereto.

Plans and Specifications are available for review in the City Clerk's Office.

## EXHIBIT C COST OF WORK DISTRICT BID SCHEDULE B

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1.				NAME OF THE PARTY	I .		Date	
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Owner Chr. of S	meTex							
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1777	WEDOT	T	Y	PRES				
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				SCHEDULE B - WATER MAIN				
B-101		85	1 14	Mobilization (Not to Exceed 10%)	r	LS	\$66,780	\$86,790
8-102		_ 8P	1-1	Temporary Ercelon and Sediment Cortrol	1	LS	\$6,000	\$2,000
B-103 B-104		- 8P - 8P	7-1	Temperary Truthe Corard	1	LS	000,890	\$2,000 \$83,000
8-106		8P	1-1	Trench Safety Systems Communition Surveying	5,000	LS LS	\$5,000	\$16,000
B-108		8P	14	Removal and Lawful Disposal of Ashestos Cament Pipe	700	Lis Lis	\$50	\$5,000 \$60,000
B-107		87	14	Remove and Levris Exposed of Asbeetos Coment Pipe Removed and Levris Disposed Weler Pipe	1,756	LF	120	\$35,100
B-166		8P	14	Cuettle from Water Main, Clase 52, 8-in. Clam.	90	LF	180	\$7,200
8-110	_	88	1.1	Country from Winter Maley, Class Cd., E-In, Chem.  Church from Winter Maley, Class Cd., E-In, Chem.  Church from Winter Maley, Class Cd., E-In, Chem.  Additional Dunglis from Winter Maley, Class Cd., E-In, Chem.  Additional Dunglis from Winter Maley Filtings and Restrained Joints	1,840	LF LF	\$110	\$80,450
8-111		SP	1-1	Additional Duzille Iron Water Main (Pittings and Restrained Jointe	6,000	LBS	\$110 \$8	\$202,400
B-112		82	177		14	EA	\$3,750	\$52,500
8-113 8-114		8P 8P	14	Fire Hydrart Assembly  Beauty District Control of Value Day	4	EA	\$7,000	\$26,000
B-115		8P	<del>  13 -</del>	Remove Existing Fire Hydrant and Valve Box Bront Side Emilia t-Oranic in 1 1, 1 thus.	24	타	\$1,250 \$2,250	\$5,000
B-116		8P	74	Long Side Service Connection 1 In. Clam.	18	EA	\$3,800	\$84,000 \$(8,600
B-117		8P	14	Short Side Starvice Connection 1,5 in, Diam.	1	EA	\$3,800 \$3,000	#3,000
B-118 B-119		_ \$P	14	Cut in and/or Connect to Existing Wilter System	7	EΑ	08,500	\$45,665
B-119		89 5P	1-1	Column Edige to Bass Column (CSSC) CANACA 1/24m, PS 681-22 For Transis Petals	2680	Ton	128	902,780
B-121		80	1-1	HMA Ct. 1/2-in. PG (8)1-22 For Ownley	7/1 400	Ton SY	\$160 \$50	\$10,500 \$24,500
B-122		8P "	1-4	Chail Someth	1	LS	88,000	\$4,900
B-123		8b)	1.1	Rosaico Canna Strico Resistation	1	LIB	810,000	\$10,000
B-124		Sp.	1-1	Nation Counges	1	FA	\$15,000	\$16,000
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				SCHEDULE C - UTILITIES (PSE, CENTURY LINK A	ND COMCA	इंग)		
C-301		_ 8P		Whereig or Edra Exsevator Class B	800	9F	2	\$1,800
C-202 C-303		6P 6P	2-09	Polinile Cold Mise	20	ĒA	\$1,000	\$20,000
C-204		8P	8-04	ASTRUMY BUICK	70 2,478	TON	\$110	\$7,700
C-205		- 8P	8-31	Lulyral Tranch	2,048	UF	\$100 \$50	\$247,800 \$102,300
C-208		85	8-31	(mital Visit - PSE Type \$000	6	EA	\$2,000	\$16,000
C-207		BP	8-31	Install Vault - PSE Type 3842 Mint-Part	- 6	EA	\$2,000	\$12,000
C-208 C-209		8P		Ingell Voult - Péle 1 you 578 Install Vault - Péle 1 you 5108	6	EA	<b>\$2,800</b>	815,000
C-210		8P	8-31	INTERNAL VALUE - PRE: Type SYDE Fundal Value - PRE: Type PM-HE Install Value - Constall Type SCI. II 2436 Install Value - Littles Type 255-TA		EA EA	\$25,000 \$25,000	\$25,080
C-211		813	8-31	Install Vault - Conicest Type SGLB 2496	41	EA -	\$1,000	\$25,080 \$11,000
C-212		66	8-31	motal Valid - Litmon Type 284-TA	. 8	EA -	\$2,500	\$20,000
C-213 C-214		BP			2	EA	\$2,500	\$5,000
0-214		SP SP	8-31 8-31	Install Padestal - Limen Type 12 In, Install Vaul - Limen Type 457-7A	11	EA	\$1,000	\$11,000
C-216		8P	8-31	Fratal Planshole - Lumen Type 8GLB 3048	2	EA EA	\$2,500 \$1,250	000,00
C-217		<b>48</b>	3-31	Install Conduit Pipe 3 in, Diem PSE	2,412	LF -	\$1,260	\$2,500 \$19,200
0.000								319,200
C-218 C-219		8P 8P	8-31 8-31	Furnith and Install Conduit Pipe 3 in. Diam, - PSE (Private Property) Install Conduit Pipe 4 in. Diam, - PSE	900	LF	<b>49</b>	\$7,200
C-226		- 8P	8-31	Install Conduit Pipe 4 In. Diam PISE Install Conduit Pipe 8 In. Diam PISE	1,801	UF	\$10	\$16,010
C-221		8P	8-31	Install Corduit Plos 2 in. Diam Compant	2,133	LF LF	\$25 \$5	\$83,328
				Aurelian and Install Curaluit Pipe 2 In, Diam Compact (Private	-,,,,,,,,		- 40	\$7,825
C-222		<u>8P</u>	6-81	Property)	1,000	UF		\$5,000
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C-228		8P	8-31	Furnish and Install Conduit Pipe 2 In. Diam Luman (Private Property)	400	ij⊧		de ann
C-228		85			4,823	<del>UF -  </del>	\$10	\$2,000 \$40,250
C-227 C-248		(명) 역당	8-31 8-31	Content Entering Services Locate and Protect Supple Drainfield Contents Indianately Supple Drainfield	22	EA	\$8.000	\$176,000
C-226		8P	8-31 8-31	Some and Problems Drawnood	11	EA	\$800	\$5,500
		- T.	241	Subtotal Countraction C	20	ଫ	1200	\$5,500 \$4,600
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Total Comprission Control (Booking G							製(別数 別(数数)記述	
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Commission Management (1887) of Complete Grant Company						\$811,512		
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State Cost Total CN Cost Entimate Cost							62,665	
I shall out const Empirism (dot)							\$7,882,317	
PE Cont							\$7H,38F	
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Total Project Cost Estimate Cost								
				I Gran Project Coat Eatlan	no Cost			\$8,512,397

			Agenda Item No.: Agenda Date:			5.1			
						08/04/21			
				Rev	iewed By:	40			
Subject:			ment with the City e S Water Main Rep						
CATEGORY				FINANCIAL					
Executive			Expenditures?	Yes x	No 🔙	N/A 🔲			
Administra	ative		Budgeted?	Yes 🗶	No 🔲	N/A 🔲			
Engineering/Operations x			Amount: \$						
			[						

#### **ATTACHMENTS:**

- 1. Resolution 21-8-4A
- 2. Attachment #1 Interlocal Agreement

#### **COMMENTS:**

The Parties desire to establish a formal arrangement under which the District will pay the City in consideration of the City incorporating the design of the Project into the design of the City Work and constructing the Project in conjunction with the construction of the City Work; and

The Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking.