

July 21, 1998
duvall~1
clerk 7/22/98

Introduced By:

ROB MCKENNA
LOUISE MILLER

Proposed No.:

98-468

MOTION NO. **10535**

A MOTION authorizing the county executive to enter into an interlocal agreement with the city of Duvall for the county to be the lead agency regarding the seismic retrofit of the Woodinville-Duvall Bridge 1136A.

WHEREAS, the Woodinville-Duvall Bridge 1136A, hereinafter referred to as the "Project," is located partially in unincorporated King County and partially within the corporate limits of the city of Duvall, and

WHEREAS, the county and the city agree that the seismic retrofit of the Project is a high priority, and

WHEREAS, the parties share jurisdiction over portions of the Project and are equally responsible for the cost of the Project, and

WHEREAS, the parties can achieve cost savings and benefits in the public's interest by combining construction of their portions of the Project, and

WHEREAS, the county has obtained a \$673,877 federal grant for construction of the Project, and

WHEREAS, in consideration of the city's support for other county projects, the county will bear the full amount of the local agency cost of the Project, and

1 WHEREAS, the county has completed the design of the grant seismic retrofit at no cost to
2 the city.

3 NOW, THEREFORE, BE IT MOVED by the Council of King County:

4 The county executive is authorized to execute an interlocal agreement, substantially in the
5 form of the attached, with the city of Duvall for the county to be the lead agency for the
6 Project and shall be the lead agency with regard to design, construction and other matters
7 pertinent to accomplishment of the Project.

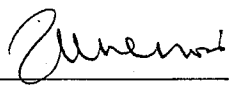
8 PASSED by a vote of 12 to 0 this 31ST day of AUGUST,
9 1998.

10 KING COUNTY COUNCIL
11 KING COUNTY, WASHINGTON



12
13 VICE Chair

14 ATTEST:



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16 Clerk of the Council

17 Attachments: An Interlocal Agreement between King County and the City of Duvall.
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INTERLOCAL AGREEMENT

BETWEEN KING COUNTY AND CITY OF DUVALL
REGARDING THE SEISMIC RETROFIT OF THE
WOODINVILLE-DUVALL BRIDGE 1136A

THIS AGREEMENT is made and entered into between King County ("the County") and the City of Duvall ("the City").

RECITALS

- A. The Project is located partially in unincorporated King County and partially within the corporate limits of the City and would benefit the residents of both the City and unincorporated King County.
- B. The County and the City agree that the seismic retrofit of the Woodinville-Duvall Bridge 1136A, hereinafter referred to as the "Project" is a high priority project.
- C. The parties share jurisdiction over portions of the Project and are equally responsible for the cost of the Project.
- D. The parties can achieve cost savings and benefits in the public's interest by combining construction of their portions of the Project.
- E. The County has obtained a \$673,877 Federal Grant for construction of the Project.
- F. In consideration of the City's support for other County projects, the County will bear the full amount of the local agency cost for the Project.
- G. The County has completed the design of the Grant seismic retrofit at no cost to the City.

NOW, THEREFORE, the County and the City agree as follows:

I. TERMS AND CONDITIONS

- A. The County shall be the lead agency for the Project and shall be the lead agency with regard to design, construction and other matters pertinent to accomplishment of the Project.
- B. The parties to this Agreement shall appoint a contact person or persons to act as liaison for the Project. These contact persons will meet on an "as needed" basis to provide guidance for the Project and serve as a coordination body between the two agencies.

- C. The final acceptance of the Project shall be by the County.
- D. The schedule for the Project shall be determined by the County, and agreed to by the City.
- E. By signing this Agreement, the City certifies to the County that it owns the right-of-way within the City for the bridge as constructed. The County shall be responsible for the acquisition of all property necessary for the Project. Should additional right-of-way be required within the City, the City agrees to cooperate in the County's efforts to acquire property, and authorizes the County to exercise eminent domain within the corporate limits of the City as needed for the Project.
- F. The City shall provide a copy of the necessary permits to the County for the Work Items within its jurisdiction, prior to advertising the contract.
- G. The County shall be responsible for the acquisition of all property necessary for the Project. The City agrees to cooperate in the County's efforts to acquire property that lies within the City. The City authorizes the County to exercise eminent domain within the corporate limits of the City, as needed.
- H. The City hereby grants to the County right of entry into the corporate limits of the City for the purpose of performing any and all tasks necessary to complete the Project.

II. DESIGN

- A. The County shall perform all design and construction engineering services for the Project in accordance with all applicable standards and after consulting with the City.
- B. The County will distribute plans and specifications to the City for their review.
- C. The City will be invited to attend the final plan review meeting. The meeting will be scheduled not sooner than two weeks after the plans and specifications are distributed to the City.
- D. The County will prepare and provide a preliminary engineer's estimate to the City for the Project. The engineer's estimate will include cost estimates for construction, contingency, and inspection.

III. BIDDING

- A. The County shall prepare the construction documents and incorporate them into the contract Bid Documents.

- B. The County shall advertise the Project in the official legal publication for the County and, if necessary, other newspapers to provide the widest possible coverage commensurate with the size of the Project.
- C. The County will provide to the City a copy of the plans and specifications advertised for bid.
- D. The County will open the bids, which is typically three weeks after the Project is advertised. The City is invited to attend the opening of the bids.
- E. The County will tabulate the bids. The County shall provide a dated, verified copy of the bid tabulations to the City. The bid tabulations will identify the estimated construction, and inspection cost, based upon the lowest responsible bid
- F. The County shall award the construction contract to the lowest responsible bidder for the total Project, subject to applicable laws and regulations.

IV. CONTRACT ADMINISTRATION

- A. The County shall provide all services necessary for administration of the contract.
- B. The City may assign an inspector for the portion of the Project within the City. The City's inspector shall advise the County of any deficiencies noted. The City's inspector shall not communicate directly with or instruct the contractor directly on any matters regarding contract performance.
- C. The City shall notify the County, in writing, of any changes it wishes to make in the plans and specifications which affect the City's portion of the Project. The County will notify the City of any changes required by the County which substantially changes the nature of the City's portion, its estimated cost, or its basic design, and will obtain the City's approval of such changes.
- D. The City will be invited to attend the preconstruction meeting.
- E. The County will at all times keep the City advised as to the progress of the Project, and will not order or approve any changes in the approved Project design which substantially change the nature of said Project without first consulting the City.
- F. For purposes of notice under this Agreement and coordination of the Project, the parties' primary contacts are:

County: Manager, Road Services Division
 Room 400 Yesler building
 400 Yesler Way
 Seattle, WA 98019
 (206) 296-6590

City: City Engineer
 P.O. Box 1300
 Duvall, WA 98019
 (425) 788-5959

V. PAYMENT

- A. The County shall bill the City for actual expenses incurred for activities associated with performing changes requested by the City which are not required for the bridge seismic retrofit. Billings will be on a monthly basis. These bills will reflect actual costs including administrative overhead rate, engineering, clerical, administrative and inspection. All payments shall be due within 30 days of the billing date, with one percent per month interest being charged to the City as a delinquent charge, starting 60 days after the billing date.
- B. In the event a lawsuit is instituted to enforce the payment obligations of the City, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

VI. DURATION/TERMINATION

- A. This Agreement shall remain in effect until final acceptance of the Project and payment by the City of all monies due from the City to the County, subject to the early termination provisions in Section VI. B and C.
- B. If expected or actual funding from sources other than the City and the County is withdrawn, reduced or limited in any way prior to the completion of the Project, either party may, with thirty (30) days written notice to the other party, terminate this Agreement.
- C. In the event of termination prior to completion of the Project:
 - 1) All direct and indirect phasing-out costs shall be paid by the party requesting termination.
 - 2) Termination costs payable shall not exceed the actual costs incurred as a result of termination of the Project.
 - 3) The other party shall be released from any obligation to provide further services pursuant to the Agreement.

VII. INDEMNIFICATION AND HOLD HARMLESS

- A. Each party hereto agrees to indemnify and hold harmless the other party, and its officials, agents and employees, for all claims (including demands, suits, penalties, losses, damages, attorney's fees, expenses or costs of any kind whatsoever) to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officials, agents or employees in performance of this Agreement.

- B. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under the State of Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- C. The provisions of this section shall survive the expiration or earlier termination of this Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

VIII. DISPUTE RESOLUTION

- A. In the event of a dispute between the parties regarding this Agreement, the parties shall attempt to resolve the matter by consensus. If the parties are unable to resolve the matter informally within 30 days, the matter shall be decided by the Manager of the King County Road Services Division.
- B. If the dispute involves a claimed breach of this Agreement and the City is dissatisfied with the decision of the Manager of the King County Road Services Division, the City may bring suit against the County in the King County Superior Court.
- C. The parties may also agree to an alternative dispute resolution process.

IX. OTHER PROVISIONS

- A. The County shall be deemed an independent contractor for all purposes and the employees of the County, or any of its contractors, subcontractors and their employees shall not in any manner be deemed to be employees or agents of the City.
- B. Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.
- C. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- D. Each party shall retain ownership and usual maintenance responsibility for the road, drainage system, signs, sidewalk and other property within its jurisdiction.
- E. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.

- F. This Agreement contains the entire Agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- G. This Agreement may be amended only by an instrument in writing, duly executed by both parties.

IN CONSIDERATION of the mutual benefit accruing herein, the parties hereto agree that the work as set forth herein will be performed by the County under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date last written below.

KING COUNTY

CITY OF DUVALL

King County Executive

City Mayor

Date

Date

Attested By:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City Attorney

Date

Date