

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 24, 2002

Motion 11540

Proposed No. 2002-0402.1

Sponsors Lambert

1 A MOTION authorizing the county executive to enter into
2 an interlocal agreement to construct improvements to the
3 intersection of State Route 202 and NE 124th Street with the
4 city of Redmond.

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6
7 WHEREAS, the county has a capital improvement project on Northeast 124th
8 Street from Willows Road Northeast to State Route 202, and

9 WHEREAS, the county and the city of Redmond agree that the construction of
10 the county project will provide an important link in the regional transportation system,
11 and

12 WHEREAS, the city has identified the need for the construction of additional
13 northbound right turn lane improvements to the intersection of State Route 202 and NE
14 124th Street, which is not part of the county project, and

15 WHEREAS, the county and the city agree that the improvements are necessary to
16 provide additional capacity for the Cosmos housing development in the city, and

17 WHEREAS, it is in the best interest of the parties to coordinate the construction
18 of the intersection improvements with the county project;

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

20 The King County executive, on behalf of the citizens of King County, is hereby
21 authorized to execute, substantially in the form attached to this motion, an interlocal
22 agreement related to the improvements to the intersection of State Route 202 and NE
23 124th Street with the city of Redmond.

24

Motion 11540 was introduced on 9/3/2002 and passed by the Metropolitan King County Council on 9/23/2002, by the following vote:

Yes: 8 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. McKenna, Mr. Pullen, Mr. Gossett and Mr. Irons

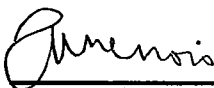
No: 0

Excused: 5 - Mr. Phillips, Mr. Pelz, Mr. Constantine, Ms. Hague and Ms. Patterson

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Interlocal Agreement Between King County and City of Redmond Regarding Improvements to the Intersection of State Route 202 and Northeast 124th Street

**INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND CITY OF REDMOND
REGARDING IMPROVEMENTS TO
THE INTERSECTION OF STATE ROUTE 202 AND
NORTHEAST 124TH STREET**

THIS AGREEMENT is made and entered into by and between King County, a political subdivision of the State of Washington (the "County"), and the City of Redmond ("the City"). The City and the County are collectively referred to as "the Parties".

RECITALS

- A. The County has a Capital Improvement Project on Northeast 124th Street from Willows Road Northeast to State Route ("SR") 202 ("the County Project").
- B. The County and the City agree that the construction of the County Project will provide an important link in the regional transportation system.
- C. The City has also identified the need for the construction of additional northbound right turn lane improvements to the intersection of SR 202 and Northeast 124th Street in unincorporated King County ("the City Improvements") which are not part of the County Project. The County and the City agree that such City Improvements are necessary to provide additional capacity for the Cosmos housing development in the City.
- D. It is in the best interest of the Parties to coordinate the construction of the City Improvements with the County Project.
- E. The County and the City are authorized, pursuant to RCW Chapter 39.34, to enter into an interlocal governmental cooperative agreement of this nature.

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

AGREEMENT

1. SCOPE OF WORK

The Scope of Work is the accomplishment of the City Improvements.

2. GENERAL RESPONSIBILITIES

2.1 The City shall be the lead agency for the City Improvements with regard to design and obtaining right-of-way and other property, if needed.

2.1.1 The City shall, in a timely manner, design, furnish reproducible construction drawings, special contract provisions and other necessary documents, to become part of the County plans and specifications for the County Project. By doing so, the City warrants to the County that the City Improvements are constructible as designed.

2.1.2 The County shall notify the City of any changes that must be made to these documents to bring them into conformance with County requirements. Such changes shall be promptly made by the City.

2.1.3 The final design shall be mutually agreed upon by the County and the City.

2.2 The County shall be the lead agency for the City Improvements with regard to the construction and all other matters pertinent to accomplishment of the City Improvements.

2.3 The County shall be responsible for coordinating the public information and involvement. The City shall be given the opportunity to attend and

participate in any public meetings.

2.4 The Parties shall appoint a contact person or persons to act as a liaison for the City Improvements. These contact persons will meet on an “as needed” basis to provide guidance for the City Improvements and serve as a coordination body between the two agencies.

2.5 The City shall be responsible for the acquisition of all property necessary for the City Improvements at no cost to the County. Title to any property located in unincorporated King County shall be in the County.

3. CONSTRUCTION CONTRACT BIDDING

3.1 The County shall prepare the contract bid documents for the County Project.

3.1.1 The County shall incorporate the City’s plans and specifications for the City Improvements into the Contract Bid Documents for the County Project in such manner as to allow, to the extent possible, identification of cost allocations between the Parties.

3.2 The County shall advertise the contract 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.

3.2 The County will provide to the City a copy of the plans and specifications advertised for bid.

3.3 The County will open the bids. The County will notify the City of the time and date of the opening of the bids, which is typically three weeks after the project is advertised. The City may, but need not, attend the opening of the

bids.

- 3.4 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, inspection and overhead cost, based upon the lowest responsible bid.
- 3.5 The County shall award the contract to the lowest responsible bidder for the total County Project, including the City Improvements, subject to applicable laws and regulations.

4. CONTRACT ADMINISTRATION

- 4.1 The County shall provide the necessary engineering, administrative, inspection, clerical and other services necessary for the execution of the City Improvements. In providing such services within the City, the County Engineer may exercise all the powers and perform all the duties vested by law or ordinance in the City Engineer or other City officer or department charged with street administration.
- 4.2 The City may furnish an inspector (at the City's expense) to insure proper compliance with requirements during the construction of the City Improvements. 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.
- 4.3 The City shall notify the County, in writing, of any changes it wishes to

make in the plans and specifications which affect the City Improvements portion.

- 4.4 The County will at all times keep the City advised as to the progress of the City Improvements, and shall not order or approve any changes in the City Improvements' approved design that substantially change the nature of the City Improvements without first consulting the City.
- 4.5 The County Road Engineer shall have the final authority to determine whether any changes will be implemented.
- 4.6 Prior to the Project completion, both Parties shall perform a mutual final inspection of the City Improvements portion of the County Project. The City may provide a written deficiency list to the County within five working days after the final inspection. The contractor will complete only construction deficiencies that comply with the contract specifications. Final Project acceptance, including the City Improvements, will be by the County Road Engineer.

5. PAYMENT

- 5.1 The City shall pay the County for actual costs of the City Improvements, including, without limitation, construction contractor costs and all costs incurred by the County, for engineering, clerical, construction, administrative, inspection and other services attributable to the City Improvements, as well as all City requested changes performed by the County's contractor.

- 5.2 The preliminary cost estimate for the construction of the City Improvements is approximately \$283,620.00, which includes 18% construction management and inspection cost.
- 5.3 The County shall bill the City for actual expenses incurred, on no more than a monthly basis. These bills will reflect actual costs, including an annual administrative overhead rate. All payments shall be due within thirty (30) days of the billing date, with one percent per month interest being charged to the City as a delinquent charge, starting 30 days after the billing date.
- 5.4 The City shall be responsible directly to the County for all payments described herein. Any payments or reimbursements that the City may anticipate receiving from the Cosmos housing development are a matter between the City and the developer and shall not affect the City's obligations to pay the County for the City Improvements.
- 5.5 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.

6. DURATION/TERMINATION

This Agreement shall remain in effect until final acceptance of the Project, including the City Improvements, and payment by the City of all monies due from the City to the County.

7. LIABILITY

Washington State law shall govern the respective liabilities of the Parties to this

Agreement for any loss due to property damage or personal injury arising out of activities conducted pursuant to this Agreement.

8. DISPUTE RESOLUTION

In the event of a dispute between the Parties regarding this Agreement, the Parties shall attempt to resolve the matter informally. 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 subject to any other legal remedies the Parties may have, including but not limited to, litigation.

9. OTHER PROVISIONS

9.1 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 of the City.

9.2 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.

9.3 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.

9.4 Each Party shall retain ownership and usual maintenance responsibility for the road, drainage system, signs, sidewalk and other property within its

jurisdiction.

- 9.5 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.
- 9.6 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 9.7 This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 9.8 This Agreement may be amended only by an instrument in writing, duly executed by both Parties.

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

KING COUNTY

CITY OF REDMOND

King County Executive

Title: _____

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City Attorney